

**CONTRACT FOR PROFESSIONAL PUBLIC WORKS AND UTILITY CONTINUING  
CONSULTING SERVICES**

THIS CONTRACT made and entered into this 26<sup>th</sup> day of Sept, 2016, by and between the CITY OF NEWBERRY, FLORIDA, a municipal corporation located at 25440 W. Newberry Road, mailing address P.O. Box 369, Newberry, Florida 32669, (herein referred to as "City"), and Woodard & Curran, Inc., whose mailing address is 2055 Sugarloaf Circle, Suite 175, Duluth, GA 30097 (herein referred to as "Consultant").

**RECITALS**

The City desires to engage a consultant to provide it with professional services on an as-needed basis. The professional services may include, but are not limited to the following:

- a. Civil Engineering Design Services
- b. Surveying
- c. Structural Engineering Design or Evaluation
- d. Regulatory Agency Permitting Assistance
- e. Mechanical/Electrical Design or Evaluation
- f. Hydrogeological Services
- g. Geotechnical Services
- h. Environmental Studies/Permits
- i. Architectural Services
- j. GIS Services
- k. Construction Management/Inspection Services
- l. Architectural Services
- m. Automated Process Control Services
- n. Professional Geologist
- o. Financial Documentation/Rate Study Services /Funding Support Services
- p. Subdivision plan review
- q. Stormwater design and permitting
- r. Roadway design and permitting
- s. Feasibility Study services

The City has followed the selection and negotiation process required by the Florida Consultants Competitive Act established by Section 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide consulting services, when and as-needed, and when and as requested by the City, for any City projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the Consultant shall perform services with respect to City projects only when, requested and authorized in writing by the City and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation

to be paid to the Consultant for each separate project to be negotiated between the City and the Consultant and be defined and embodied in a separate Task Order. Each Task Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon the parties as to each Task Order.

The Contract is a continuing contract as defined in Section 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform professional services to the City when and as needed, but is subject to being terminated as provided for in this Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between the parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
  - a. "CITY" means the City of Newberry, Florida and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.
  - b. "CONSULTANT" means the firm of Woodard & Curran, Inc., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Order.
  - c. "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the Consultant and its employees, and any and all sub-Consultants that the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Orders thereto.
  - d. "SUB-CONSULTANT" means any individual or firm offering professional services, which is engaged by the Consultant or sub-Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Orders thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Consultant and any sub-Consultant.
  - e. "PARTIES" means the signatories to this Contract.
3. **Engagement of the Consultant:** The City hereby engages the Consultant to provide the City with such consulting services with respect to any City Project, which from time to time, the City may request the Consultant to perform.

4. **Consulting Services:** The Consultant agrees to and shall render and perform such consulting services that shall include, but is not limited to the following:
- a. System wide infrastructure planning and evaluation, including hydraulic and water quality computer modeling;
  - b. Preparation of construction drawings, specifications and bid documents for water/wastewater/stormwater and roadway projects;
  - c. Regulatory permitting and compliance issues, including monitoring, reporting and/or infrastructure needed to meet the current or upcoming requirements of the Federal Safe Drinking Water Act especially as related to:
    - Control/Reduction of disinfection by-products
    - Total Organic Carbon Removal
    - Lead/copper rule (corrosion control)
    - Residuals Management
    - Risk Management
  - d. Raw water source protection
  - e. Raw water supply infrastructure upgrade and expansion
  - f. Treatment plant and plant additions/modifications
  - g. Evaluation and recommendation of disinfection alternatives
  - h. Upgrade and/or expansion of treated water storage and pumping infrastructure
  - i. Upgrade and/or expansion of the residuals management infrastructure
  - j. Upgrade and/or expansion of retail water distribution infrastructure
  - k. Staffing, chemical usage and energy optimization
  - l. Assistance in conducting public hearings, workshops and presentations to community interest groups
  - m. General supply services, as requested, for any technical, contractual, administrative and regulatory issues affecting the City's water system
  - n. Other issues that may raise related to raw water quality, water treatment, storage, pumping, transmission, and distribution pipelines
  - o. System wide infrastructure planning and evaluation
  - p. Regulatory permitting and compliance issues, including NPDES permit modification and/or renewal in compliance with the requirements of the Federal Clean Water Act and/or State regulations
  - q. Upgrade or modification of existing SCADA system and evaluation of additional automation benefits and cost analysis
  - r. Upgrade and/or expansion of the wastewater system infrastructure
  - s. Optimization of staffing, chemical usage, process control and energy usage at wastewater treatment facilities
  - t. Upgrade of equipment and mechanical systems in the collection system and wastewater treatment facilities
  - u. Advising elected officials and City staff on matters as may materially affect the City's infrastructure and public assets.

- v. Attend Public Meetings as directed.
  - w. Any and all other necessary, requested, required or appropriate professional services as directed by the City Manager.
5. **Request for Specific Services:** The Consultant shall perform no services to the City until specifically requested to do so by the City. Each request for services to be rendered and performed by the Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the Consultant for such separate project to be negotiated and agreed upon between the City and the Consultant and defined by and embodied in a separate Task Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the City and the Consultant. All work shall be awarded pursuant to the City's purchasing policy.
6. **Term of Contract:** This Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of the Consultant to provide and perform services to the City when and as needed and requested by the City and shall continue and remain effective until it is terminated as permitted and authorized herein.
7. **Compensation and Method of Payment:** The City agrees to pay the Consultant compensation for its services rendered to the City for each specific services requested by the City in an amount and method negotiated between the City and the Consultant, which amount and method may be based on a lump sum plus reimbursable expenses (pursuant to Section 112.061, Florida Statutes), prevailing standard hourly rates plus reimbursable expenses as set forth in the attached Standard Fee Schedule (\_\_\_\_\_) or any other method as provided for in each Task Order.
- a. Comprehensive general liability insurance covering as additional insured the City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
  - b. Worker's compensation insurance for the benefit of the employees of the Consultant, as required by the laws of the State of Florida as outlined in the RFQ;
  - c. Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability.
  - d. Before commencing any work under this Contract, or any Task Order, the Consultant shall furnish to the city a certificate or certificates in a form satisfactory to the City showing that the Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not

be materially changed or cancelled until at least ten (10) days prior written notice shall have been given to the City.

e. Coverage Schedule Minimums:

A. Workers' Compensation Florida	
Statutory Coverage and Employer's	\$100,000.00- each accident
Liability (including appropriate Federal Acts)	\$100,000.00- each employee \$500,000.00- policy limit for disease
B. Comprehensive General Liability	\$1,000,000.00- bodily injury each occurrence
	\$1,000,000.00- bodily injury aggregate
	\$1,000,000.00- property damage each occurrence
	\$1,000,000.00- property damage aggregate
C. Products- Completed Operations	\$1,000,000.00- aggregate
D. Business Auto Liability	Same as Comprehensive General Liability (All autos- owned, hired or used)
E. Professional Liability	\$1,000,000.00 per claim
F. Excess or Umbrella Liability	Optional

Insurance contracts shall be procured by an insurer holding a current certificate of authority to Chapter 624 of the Florida Statutes. The CGL and Automobile Liability policies (and excess if applicable) shall name the City as an additional insured. Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements at the Consultant's cost.

9. **Indemnity:** The Consultant agrees to and shall indemnify, and hold harmless the City and its officers, public officials, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, errors, or omissions of the Consultant or its agents, employees, or sub-contractors. The Consultant is not required hereunder to indemnify and hold harmless the City, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity

required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions or negligence of the Consultant, or by any sub-Consultant engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Orders thereto, and for any and damages, losses, and expenses to the City arising out of the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Orders thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify, and hold the City harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's negligence, or those of any and all sub-Consultants engaged by the Consultant during the providing, performing and furnish of services, work or materials pursuant to this Contract and any and all Task Orders thereto. Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence for any damages that are solely economic in nature.
11. **License:** The Consultant agrees to and shall obtain and maintain throughout the period of this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to the Contract and any and all Task Orders thereto.
12. **Personnel:** The Consultant agrees that when the services to be provided under this Contract, or any Task Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and all Task Orders thereto.
13. **Timely Accomplishment of Services:** The Consultant agrees to employ, engage, retain, and/or assign and adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Orders thereto, will be provided, performed and completed in a diligent, continuous manner consist with sound professional practices.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and be any sub-Consultant engaged by the Consultant.
15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.
16. **Termination:** The obligation to provide either party upon ten (10) days notice hereunder may terminate services under this Contract or any Task Orders written notice in the event of substantial failure by the other party. In the event of any termination, the Consultant shall be paid for services performed to the date on which the Consultant receives the notice of termination. Notwithstanding anything herein to the contrary in this Contract or any Task Order hereto to the contrary, the City shall have the absolute right and without cause to terminate this Contract or any Task Order by giving the Consultant thirty (30) days notice of such termination. Upon such termination, the Consultant shall be paid for all services performed to the date of such termination.
17. **Independent Contractor:** It is understood and agreed that the Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the Consultant under this Contract and all Task Orders are, and shall remain, the property of the City, and shall be delivered to the City upon final completion of termination of the project covered by any specific Task Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the Consultant pursuant to this Contract and any specific Task Orders are instruments of service in respect to the project and the City shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the Consultant. Any reuse will be at the City's sole risk and without liability or legal exposure to the Consultant.

19. **Public Records:** Pursuant to Florida Statute 119.0701 the parties agree to the following:
- (a) During the term of this Contract, the Consultant shall comply with the Florida Public Records Law, to the extent such law is applicable to the Consultant. If Section 119.0701, Florida Statutes is applicable, the Consultant shall do the following: (1) Keep and maintain public records required by the City to perform this service; (2) Upon request from the City, provide the City 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 allowed by law; (3) Keep from disclosure those public records that are exempt or confidential 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 contractor does not transfer the records to the City; (4) Upon completion of the contract, Consultant will transfer, at no cost, all public records to the City, or keep and maintain public records required by the City to perform the service. If the Consultant transfers to the City all public records upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential 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 City in a format that is compatible with the information technology systems of the City.
  - (b) The Consultant shall keep and make available to the City for inspection and copying, upon written request by the City, all records in the Consultant's possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Consultant's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
  - (c) During the term of this Contract, the Consultant may claim that some or all of the Consultant's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Consultant in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Consultant shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Consultant as "Confidential Information."
  - (d) The City shall promptly notify the Consultant in writing of any request received by the City for disclosure of the Consultant's Confidential Information and the Consultant may assert any exemption from disclosure available under applicable law or seek a protective order against

disclosure from a court of competent jurisdiction. The Consultant shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Consultants shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Consultant's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Consultant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract, the provisions of this section shall continue to survive. The Consultant releases the City from all claims and damages related to any disclosure of documents by the City.

- (e) If the Consultant refuses to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Consultant's Confidential Information, then the Consultant waives its claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.
- (f) A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (g) If the Consultant fails to comply with the Public Records Law, the Consultant shall be deemed to have breached a material provision of this Contract and the City shall enforce this Contract and the Consultant may be subject to penalties pursuant to Chapter 119.
- (h) **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 352-472-2446, OR [JUDY.RICE@CI.NEWBERRY.FL.US](mailto:JUDY.RICE@CI.NEWBERRY.FL.US) OR P.O. BOX 369, NEWBERRY, FLORIDA 32669.**

20. **Permits:** The Consultant shall obtain and pay for all necessary permits, permit application fees, licenses or other fees required.

21. **Approval of Plans and Documents by the City Not Deeded Release:** Approval of the City of any plans, drawing, documents, specifications, or work prepared or provided by the Consultant under this Contract and any specific Task Order shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be assumption of such responsibility by the City

for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, agents, sub-Consultants.

22. **Effective and Binding:** The Contract shall not become effective or binding upon the City unless and until the City Commission of the City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution. Task Orders in the amount of \$5,000.00 or less will not require authorization except from the City Manager or his designee.
23. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in the event of any dispute between the City and the Consultant arising out of any interpretation of compliance with any of the terms, conditions, and requirements of the Contract, Alachua County, Florida shall be the proper venue for filing any lawsuits with respect to any such dispute.
24. **Prohibition Against Contingent Fees:** As required by Section 287.055(56), Florida Statutes, the Consultant warrants that he or she 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 had not paid or agreed to pay any person, company, corporation, individual, firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
25. **Attorneys' Fees and Costs:** In the event of default by either party pursuant to the terms of this Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
26. **Grant Funds:** It is anticipated that the City may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain City Projects, as well as providing funds for the cost of any specific city Project. The Consultant agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the City.
27. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the City had the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services, including additional qualified firms.
28. **Successor and Assigns:** Neither the City nor the Consultant shall assign, sublet or transfer any rights or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written

consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Consultant from employing such independent professional associates and consultants as the Consultant may deem appropriate to assist in the performance of services hereunder. Nothing in this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. It is understood and agreed that the City shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

29. **Interpretation:** The parties have participated in the drafting of all parts of this Contract, and have each had an opportunity to review this Contract with legal counsel. As a result, it is the intent of the parties that no portion of this Contract shall be interpreted more harshly against either of the parties as the drafter.
30. **Special Provisions:** It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the City to commence services on any City Project identified in any Task Order.

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The Consultant agrees that the City and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to any specific grant program or specific project under any Task Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the City makes final payment and all other pending matters are closed.

The Consultant has a "drug-free workplace" program, which will remain in effect.

31. **Sovereign Immunity:** Notwithstanding any other provision set forth in this Contract, nothing contained in this Contract shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Contract for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Contract.
  
32. **Collusion:** Signing this Contract, the Consultant declares that this Contract is made without any previous understanding, Contract, or connections with any persons, professionals or corporations and that this Contract is fair, and made in good faith without any outside control, collusion, or fraud.
  
33. **Entire Agreement:** This Contract constitutes the entire agreement between the City and the Consultant and supersedes all prior written or oral understanding. This Contract may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. The Request for Qualifications is incorporated into this Agreement and made a part hereto.
  
34. **Contract and Task Order in Conflict:** Whenever the terms of this Contract conflict with any Task Order issues to it, the Contract shall prevail.
  
35. **Captions and Section Headings:** Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.
  
36. **Attachments:** All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.
  
37. **Non-Waiver:** The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right.
  
38. **Notice:** Except as otherwise provided in this Contract, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice the City's and Consultant's representatives are:

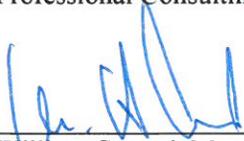
Mike New  
City Manager

25440 W. Newberry Road  
Newberry, Florida 32669

39. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract for Professional Consulting Services as of the day and year first written above.

By:

  
\_\_\_\_\_  
William Conrad, Mayor

By:

  
\_\_\_\_\_  
Mike New, City Manager

ATTEST:

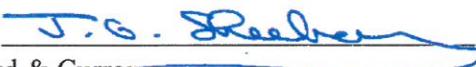
  
\_\_\_\_\_  
Judy Rice, City Clerk

Approved as to legal form and content:

This 26<sup>th</sup> day of September, A.D., 2016

  
\_\_\_\_\_  
S. Scott Walker, Esq., City Attorney

By:

  
\_\_\_\_\_  
Woodard & Curran



# Consulting Services QUALIFICATIONS

Continuing Professional  
Services for Public Works  
and Utilities Engineering  
Services

RFQ#2016-05



Jay Sheehan, PE, Senior Vice President  
jsheehan@woodardcurran.com  
Woodard & Curran Inc.  
1.203.605.3127 | woodardcurran.com

City of Newberry, FL  
July 26, 2016

ORIGINAL

July 26, 2016



Office of the Finance Director  
City of Newberry  
25445 West Newberry Road  
Newberry, Florida 32669

Re: Continuing Professional Services for Public Works and Utilities Engineering Services  
RFQ#2016-05

Dear Finance Director:

Woodard & Curran has been a recent partner with the City of Newberry (City/Newberry) assisting with the FDEP Permitting Renewal and we are excited about this opportunity to work with the City again in providing professional consulting services. Our team will provide the City with various options for improving existing utilities, addressing public safety and pollution concerns, while supporting the City's vision of economic growth. You will find that in addition to the recent success we had collaborating with the City on the FDEP permit renewal project, Woodard & Curran is a full-service engineering and consulting company that can offer a fresh new perspective to the City.

We believe that Woodard & Curran's team, capabilities, and approach offer several distinct advantages to achieving the City, including:

- **Full-Service Consultant focused on Small Communities** – Woodard & Curran has successfully delivered engineering solutions to municipalities for over 37 years. We have experienced strong growth in Florida since we arrived here in 1996 as a result of meeting our clients' needs. We implement creative approaches that are tailored to local cost limitations, community growth goals, site constraints, and inter-municipal/regional needs. We present multiple approaches that fit the community and we always offer solutions that work locally. While we have the capabilities to deliver solutions for any scale of engineering challenges for Towns and Cities, we remain focused and committed to meeting the needs of smaller local communities like Newberry. Being a relatively new player in the Florida market, we will present a fresh perspective to the City.
- **Deep Expertise for Integrated Cost-Effective Solutions** – At Woodard & Curran, we are fortunate to have technical depth in areas that many firms do not. With over 900 full-time professionals, we cover the normal utility areas of water, wastewater, stormwater, roadway, civil, and other engineering focus areas. In addition to the standard engineering disciplines, we have full-time dedicated SCADA automation specialists that not only design utility control systems but provide 24 hour/7 days per week support (call 1-877-MY-SCADA anytime). We operate utility systems and therefore have a team of licensed operators that are available to troubleshoot non-engineering areas like plant operations, preventative maintenance, optimization, commissioning and other operational areas. Our dedicated funding and rate team understands how critical money is to any infrastructure project and supports rate-setting, billing, grant writing/administration, and other related areas. We integrate these truly unique skill sets into cost-effective solutions for our clients that present better, cost-effective and more comprehensive long-term solutions.
- **Proven Experience in Newberry** – Woodard & Curran successfully delivered our first project within the City of Newberry this year. During this project, we learned a great deal about the state of the utilities and your (relatively) new utilities staff. That experience has helped us understand that the City



has several inextricably connected goals that require support with utility improvements. Among these goals is fostering additional economic growth within the community, collaborating with neighboring communities where appropriate, and bringing existing utility systems from reactive to proactive. We are confident that Woodard & Curran will be a great partner to support Newberry with these goals, as well as supporting the modernization of Newberry's utility systems.

We are confident that our qualifications are a great fit for the City of Newberry. We look forward to discussing the details of this project with you in the near future. Please contact me directly at 203.605.3127 with any questions.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink that reads "Jay Sheehan" with a stylized flourish at the end.

Jay Sheehan, PE  
Senior Vice President



**SECTION 1 Standard Form 330**

**APPENDIX A Forms**

# ARCHITECT – ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

**1. TITLE AND LOCATION** *(City and State)*

 Continuing Professional Services for Public Works and Utilities Engineering Services  
 Newberry, Florida

**2. PUBLIC NOTICE DATE**

July 12, 2016

**3. SOLICITATION OR PROJECT NUMBER**

RFQ #2016-05

### B. ARCHITECT-ENGINEER POINT OF CONTACT

**4. NAME AND TITLE**

Jay Sheehan, PE, Senior Vice President

**5. NAME OF FIRM**

Woodard &amp; Curran

**6. TELEPHONE NUMBER**

203.605.3127

**7. FAX NUMBER**

203.271.7952

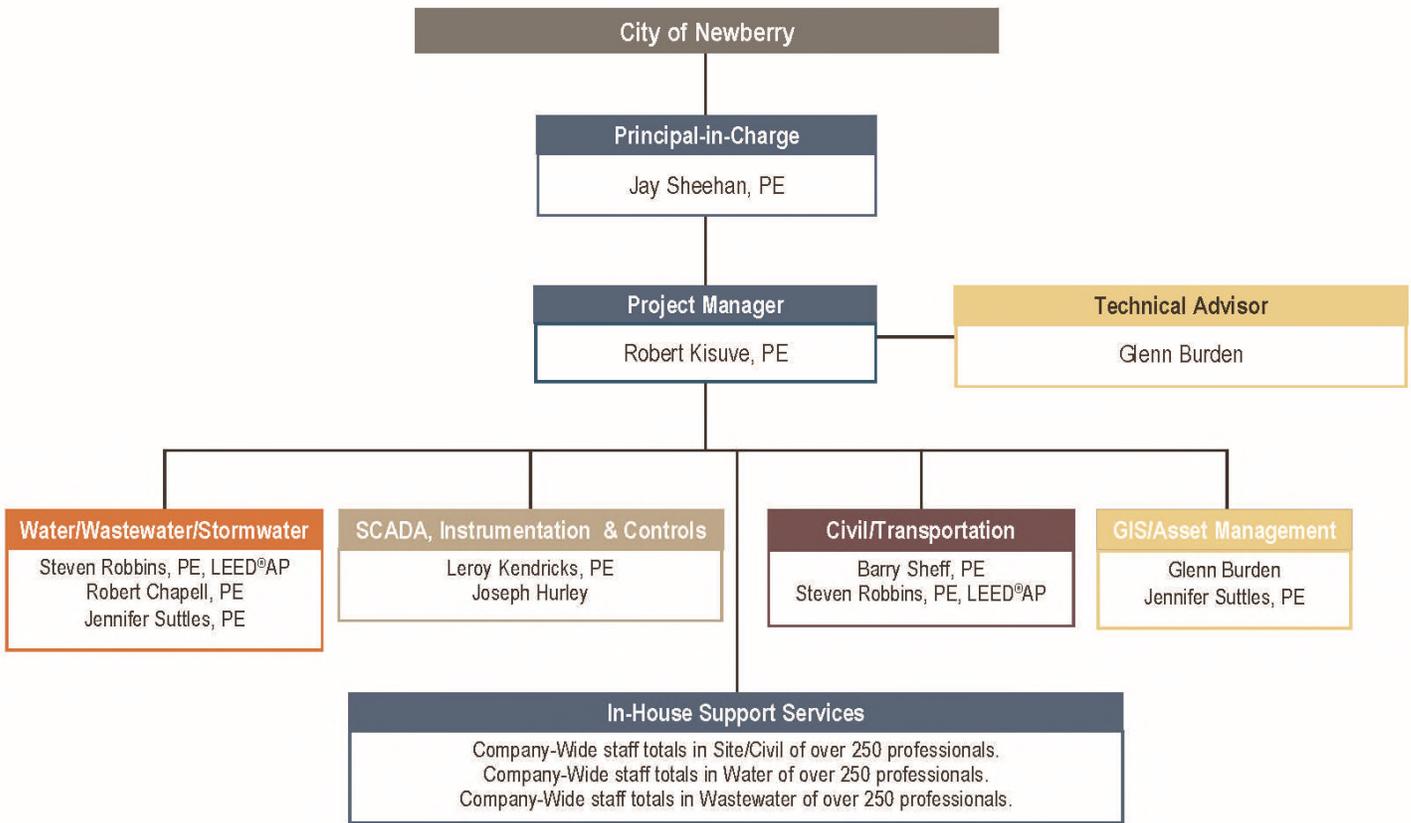
**8. E-MAIL ADDRESS**
[jsheehan@woodardcurran.com](mailto:jsheehan@woodardcurran.com)

### C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON- TRACTOR			
a.	X			Woodard & Curran <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	3900 South Florida Avenue Inverness, FL 34452	Project Management, Technical Advisor, and GIS/Asset Management
b.	X			Woodard & Curran <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	2055 Sugarloaf Circle, Suite 175 Duluth, GA 30097	Project Management, GIS/Asset Management, and Water/Wastewater/Stormwater
c.	X			Woodard & Curran <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	1699 King Street, Suite 406 Enfield, CT 06082	Project Management, SCADA, Instrumentation & Controls
d.	X			Woodard & Curran <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	980 Washington Street, Suite 325 Dedham, MA 02026	Water/Wastewater/Stormwater
e.	X			Woodard & Curran <input type="checkbox"/> CHECK IF BRANCH OFFICE	41 Hutchins Drive Portland, ME 04102	Civil/Transportation
f.	X			Woodard & Curran <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	33 Broad Street, One Weybosset Hill, Floor 7, Providence, RI 02903	SCADA, Instrumentation & Controls
g.	X			Woodard & Curran <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	709 Westchester Avenue, Suite L2 White Plains, NY 10604	Water/Wastewater/Stormwater and Civil/Transportation

**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**
 *(Attached)*



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

<b>12. NAME</b> Jay Sheehan, PE	<b>13. ROLE IN THIS CONTRACT</b> Principal-in-Charge	<b>14. YEARS EXPERIENCE</b>	
		a. TOTAL 22	b. WITH CURRENT FIRM 17

**15. FIRM NAME AND LOCATION** (City and State)  
Woodard & Curran, Enfield, CT

<b>16. EDUCATION</b> (DEGREE AND SPECIALIZATION) Bachelors, Civil/Environmental Engineering, University of Vermont	<b>17. CURRENT PROFESSIONAL REGISTRATION</b> (STATE AND DISCIPLINE) Professional Engineer - FL, CT, MA, RI, VT (Civil) Small System Water Operator, DWSO.204192
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**18. OTHER PROFESSIONAL QUALIFICATIONS** (Publications, Organizations, Training, Awards, etc.)  
Professional Associations: American Public Works Association, Membership; American Public Works Association - NE Chapter, Asset Management/Sustainability Committee; American Water Works Association, Membership; American Water Works Association, Connecticut Section; Connecticut Association of Water Pollution Control Authorities; New England Water Environment Association, Chair, Utility Management Committee; New York Water Environment Association; United States Green Building Council; Water Environment Federation, Membership

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	FDEP Renewal and Optimization Study City of Newberry, Florida	2015-2016	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge for the development an application for renewal of the City of Newberry's 5-year FDEP discharge permit and to audit wastewater operations and recommend operational efficiency improvement opportunities for the City to consider. An operational assessment of the sprayfield was included in the permit renewal application, which was submitted to FDEP ahead of schedule. The application was approved by the FDEP. Cost: \$15,000.		
b.	SCADA Support City of Tavares, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided client support for Woodard & Curran's design of new SCADA panels required for the planned upgrade of four water treatment plants in the City. Woodard & Curran worked to design the panels in accordance with City's needs and planned expansion. Additional design services included specifications for new desktop and laptop computers, software upgrades and improvements as well as PLC programming to eliminate false alarms and allow better control of wells for tank filling. Cost: \$ 300,000.		
c.	Asset Management Support City of Tavares, Florida	2015-Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided client support and project coordination for the implementation of a new Computerized Management and Maintenance System (CMMS) for the City of Tavares water and wastewater utilities. This system comprised an asset management software called SEMS with a customized doForms data logging add-on. The system was implemented using mobile devices and allows utility staff to log daily rounds, create work orders, record data, and various other activities. The utility recognized cost-savings through efficiency almost immediately upon implementation of the asset management system. Cost: \$17,000.		
d.	On-Call Engineering Support Inverness, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Provided on-call engineering support to the City of Inverness water and wastewater operations. Support activities have included permitting, planning, engineering, and funding/finance advice. To date, the Woodard & Curran team has commissioned a new wastewater reclamation facility, resolved a drinking water consent order, and retooled the asset management strategy for 32 wastewater pumping stations. We have also provided SCADA, permitting and financial support in addition to instilling a new working culture with former utility employees. Cost: \$~\$1,500,000/per year.		
e.	Organization and Operations Polk County, Florida	2014	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Assessment Provided peer review for the Organization and Operations Assessment of the Polk County Utilities Division (PCUD) Water and Wastewater Operations and Maintenance (O&M) Section. The Assessment served as an update to the May 2006 Analysis of the Operations & Maintenance Division performed by the Florida Governmental Utility Authority (FGUA). The Assessment highlighted how and where practices have changed since the 2006 FGUA Report. It offered ways to incorporate a continuous improvement mindset, benchmarking, and periodic efficiency improvements into operations. It presented recommendations to improve the performance of work processes, reduce long-term costs, and help create a high-functioning organization that can respond efficiently to current and future challenges. Cost: \$ 72,000.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

<b>12. NAME</b> Robert Kisuve, PE	<b>13. ROLE IN THIS CONTRACT</b> Project Manager	<b>14. YEARS EXPERIENCE</b> a. TOTAL 14		b. WITH CURRENT FIRM 2
<b>15. FIRM NAME AND LOCATION</b> <i>(City and State)</i> Woodard & Curran, Duluth, GA				
<b>16. EDUCATION</b> <i>(DEGREE AND SPECIALIZATION)</i> Masters, Engineering Management, University of Kansas Bachelors, Civil Engineering, University of Kansas		<b>17. CURRENT PROFESSIONAL REGISTRATION</b> <i>(STATE AND DISCIPLINE)</i> Professional Engineer - GA (Civil)		
<b>18. OTHER PROFESSIONAL QUALIFICATIONS</b> <i>(Publications, Organizations, Training, Awards, etc.)</i> Training: GSWCC Level II, 0000060744; 40-hr HAZWOPER, 12122014-02; 30-hr OSHA, 12820603				

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	FDEP Permit Renewal and WW Facilities Optimization Review City of Newberry, Florida	2015-2016	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager responsible for managing and executing the work for this project which included WWTP and pump stations assessments, updating permit renewal reports, preparing permit & coordination with FDEP, and preparing an optimization plan for the wastewater facilities. Cost: \$15,000.		
b.	SCADA Support Services City of Tavares, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the Instrumentation & Control Services team working on several SCADA and communications needs for City of Tavares water and wastewater facilities through our on-going SCADA support services for the City. Cost: \$100,000 plus each year.		
c.	Fort Valley State University – System-wide Utility Survey and Condition Assessment Fort Valley, Georgia	2012	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer for condition assessment, capacity assessment, and GIS integration services for Fort Valley State University (FVSU). The condition assessment component included assessing the University's stormwater, sanitary sewer, water distribution, electric, and gas systems. She also led the capacity assessment to compare the capacity of infrastructure against existing or projected loads that the infrastructure will need to convey or distribute. Both existing and projected loads were evaluated, and demands were evaluated against the FVSU infrastructure. Cost: \$300,000.		
d.	GIS Services and Condition Assessment Appalachian State University, Boone, North Carolina	2015	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer for utility condition assessment and GIS integration services for Appalachian State University. The condition assessment component includes assessing the University's stormwater, sanitary sewer, water distribution, electric, and gas systems. Cost: \$650,100.		
e.	Oily Waste Treatment Plant Upgrades Delta Airlines, Georgia	2014	2015
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Construction Manager and Civil Engineering Manager for upgrades at the Plant that have included demolition of an existing underground concrete oxidation tank, construction of a new above ground steel clarifier, upgrades to piping and chemical feed facilities, and storm drain improvements. This was a design-build project and Woodard & Curran served as the design engineer and prime contractor. Cost: Design - \$680,000; Construction - \$3,818,000.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

<b>12. NAME</b> Glenn Burden	<b>13. ROLE IN THIS CONTRACT</b> Technical Advisor & GIS/Asset Management	<b>14. YEARS EXPERIENCE</b> a. TOTAL: 28      b. WITH CURRENT FIRM: 8	
<b>15. FIRM NAME AND LOCATION</b> <i>(City and State)</i> Woodard & Curran, Inverness, FL			
<b>16. EDUCATION</b> <i>(DEGREE AND SPECIALIZATION)</i> Bachelors, Public Administration, University of Central Florida		<b>17. CURRENT PROFESSIONAL REGISTRATION</b> <i>(STATE AND DISCIPLINE)</i> FDEP Wastewater A0007809 Reclaimed Water Field Site Inspector - FL, 1569	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS</b> <i>(Publications, Organizations, Training, Awards, etc.)</i> Training: HAZWOPER 40 Hour, 1511301153317			

**19. RELEVANT PROJECTS**

#	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	FDEP Permit Renewal City of Newberry, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE FDEP Wastewater Permit Renewal and Project Evaluation, Area Manager. Cost: \$15,000.	2015-2016	N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	FDEP Wastewater Permit Renewal City of Inverness, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE FDEP Wastewater Permit Renewal & O&M Contractual Services for Water Treatment, Water Distribution, Wastewater Treatment, Wastewater Collections and Reclaimed Water Distribution. Cost: \$1,500,000.	2014-Present	N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Water Conserv II Winter Garden Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE As operations chief, manage data collection, SCADA, groundwater sampling, operations group and all project related compliance reporting. Cost: \$3,500,000 (O&M)/\$2,000,000 Capital.	2008-2014	Performed a variety of construction related projects
		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	Delta Airlines Atlanta, Georgia  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Area Manager for the Wastewater Treatment and Hazardous Waste Storage Collection and Storage Cost: \$1,500,000.	2015-Present	N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	City of Polk City, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE As area manager, O&M Contractual Services for Water Treatment, Water Distribution, Wastewater Treatment, Wastewater Collections and Customer Service/Billing Cost: \$480,000.	2014-2015	N/A
		<input checked="" type="checkbox"/> Check if project performed with current firm	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

<b>12. NAME</b> Steven Robbins, PE, LEED®AP	<b>13. ROLE IN THIS CONTRACT</b> Water/Wastewater/Stormwater & Civil/Transportation	<b>14. YEARS EXPERIENCE</b>	
		a. TOTAL 13	b. WITH CURRENT FIRM 11
<b>15. FIRM NAME AND LOCATION (City and State)</b> Woodard & Curran Engineering P.A. P.C., White Plains, New York			
<b>16. EDUCATION (DEGREE AND SPECIALIZATION)</b> Masters, Environmental Engineering, Virginia Polytechnic Institute and State University Bachelors, Mechanical Engineering, Cornell University		<b>17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)</b> Professional Engineer - NY Leadership in Energy and Environmental Design Accredited Professional (LEEDAP)	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)</b> Professional Associations: American Water Works Association; Chi Epsilon - Honor Society of Civil Engineers; New England Water Environment Association; New York Water Environment Association			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	System Evaluation and WebGIS Development Westchester Joint Water Works, Mamaroneck, New York	2007	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm WJWW is a multi-municipal water supply agency that manages a water distribution system consisting of five pressure zones, seven water storage tanks, over 250 miles of pipe ranging in size from 1-inch to 36-inch in diameter, and provides fire protection through over 1,900 hydrants. Steven assisted with the preparation of an Initial Distribution System Evaluation for compliance with the USEPA Stage 2 Disinfection Byproducts Rule. Work included water system treatment and distribution system assessment, developing a comprehensive water distribution system hydraulic model, and preparation of the IDSE plan. Additional services included assisting with the development of a WebGIS to enable better asset management and sharing of system information within WJWW. Cost: \$200,000.		
b.	Water Main Replacement Project Standard Specifications Westchester Joint Water Works (WJWW), Mamaroneck, New York	2011	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm WJWW needed to update their standard water main replacement specifications for pipe replacement projects in their distribution system. Woodard & Curran, including Steven, assisted WJWW with the development of updated standard specifications in current CSI format, including front-end as well as technical specifications, such as earthwork, erosion and sediment controls, pipe and appurtenance installation, pavement and curbing restoration, vegetated site restoration, and maintenance and protection of traffic. These standardized specifications allow WJWW to efficiently design and oversee the construction of the water main improvements and have a modern specification tool for ongoing work. Cost: \$500,000.		
c.	Byron Place Pumping Station and Storage Tank Rehabilitation Village of Larchmont, New York	2013-2015	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The water storage and booster station at Byron Place is used to supplement the Village's supply. The two reservoir tanks, 60,000 gallon hydropneumatic tank, booster pumps, and pump building were in fair condition and in need of comprehensive rehabilitation to meet ongoing service requirements. Steven was the Project Manager, directing the evaluation of storage tank rehabilitation or replacement options, new VFD-driven booster pumps with new electrical switchgear, new SCADA control system, new emergency generator, and rehabilitation of the pump station building. Cost: \$1,500,000.		
d.	Rye Playland Sewer Relocation Rye, New York	Ongoing	Expected 2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The County-owned 12-inch diameter sewer runs underneath the Rye Playland Bathhouse, creating challenges for access and maintenance. Project design includes relocation of the sewer with bypass pumping during construction. A portion of the sewer is to be installed using pipe jacking to protect an existing stone wall of historic significance. Estimated Total Project Cost: \$2,000,000.		
e.	Mid-Hudson Psychiatric Center Water Supply Investigation New York State Office of General Services	2012-2013	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Steven served as Project Manager and directed the review of existing documentation provided by the facility, as well as the NYSDEC and surrounding municipalities, to understand the groundwater supply conditions in the area. This effort culminated in the preparation of a technical memorandum that analyzed existing conditions. Issues considered included corrosion, distance from well sources of supply to the treatment facility, the need for upgrades at the Center's treatment facility, and maximizing efficiency of operations through consolidation of assets. Cost: \$50,000.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

<b>12. NAME</b> Robert Chapell, PE	<b>13. ROLE IN THIS CONTRACT</b> Water/Wastewater/Stormwater	<b>14. YEARS EXPERIENCE</b>	
		a. TOTAL 30+	b. WITH CURRENT FIRM 26
<b>15. FIRM NAME AND LOCATION</b> (City and State) Woodard & Curran, Dedham, MA			
<b>16. EDUCATION</b> (DEGREE AND SPECIALIZATION) Bachelors, Civil Engineering, Worcester Polytechnic Institute		<b>17. CURRENT PROFESSIONAL REGISTRATION</b> (STATE AND DISCIPLINE) Professional Engineer - MA	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS</b> (Publications, Organizations, Training, Awards, etc.) Professional Associations - American Society of Civil Engineers, American Water Works Association, Boston Society of Civil Engineers New England Water Environment Association, New England Water Works Association, Water Conservation Committee Member, Water Environment Federation			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Albertini Wells Water Treatment Facility Town of Mansfield, Massachusetts	2013	2013
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the planning, design, bidding and construction of a 2.16 million gallon per day water treatment facility utilizing green sand filtration for the removal of iron and manganese from the Town's Albertini Wells. In addition to iron and manganese removal, the facility will provide disinfection and compliance with the Groundwater Disinfection Rule. The project was financed with a low interest loan through the State's SRF program. Cost: \$4,920,000.		
b.	Cate Springs Well Water Treatment Facility Town of Mansfield, Massachusetts	2012	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the planning, design, bidding and construction of a 1.6 million gallon per day water treatment facility for the Town's Cate Springs Well. The facility includes a chlorine contact tank and chemical feed systems for pH adjustment for corrosion control, sodium hypochlorite addition for disinfection and sodium fluoride for fluoridation. The facility will provide compliance with the Groundwater Disinfection Rule. The project was financed with a low interest loan through the State's SRF program. Cost: \$1,500,000.		
c.	Walsh Wellfield Water Treatment Facility Town of Mansfield, Massachusetts	2012	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the design, bidding and construction of upgrades to the Town's existing 1.5 million gallon per day Walsh Wellfield Water Treatment Facility. The project included the addition of a chlorine contact tank to ensure compliance with the Groundwater Disinfection Rule and improvements to the facilities backwash waste handling system. The project was financed with a low interest loan through the State's SRF program. Cost: \$3,120,000.		
d.	Assessment of Water Resources Town of Maynard, Massachusetts	2011	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project manager for completing a study to determine the feasibility of the Town reactivating their White Pond Surface Water Supply Source, which has been inactive since the 1990's and to determine the feasibility of the Town optimizing their Old Marlboro Road Well Site and Great Road Well Site, both of which have been operating at less than design capacity due to color and high iron concentrations. The study also looked at identifying additional groundwater supply sources. The study was initiated due to the Town's lack of redundancy necessary to meet the average day demand with their largest well source was out of service. Cost: \$42,500.		
e.	Water Treatment Plant Design Town of Mansfield, Massachusetts	2005	2005
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project manager for development of Dustin and Prescott Wells Water Treatment Plant. Included design, bidding, and construction administration for a 2.88 MGD water treatment facility treating the combined flow from Dustin Well No. 7 and Prescott Well Nos. 8 and 9. Facility includes greensand filtration with intermittent regeneration, along with chemical feed facilities for pH adjustment with potassium hydroxide, disinfection with sodium hypochlorite, and sodium fluoride addition. The plant incorporates new offices and garage space for the Town's Water Operations Division, all of which was funded through a State funded low interest loan. Cost: \$4,800,000.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

<b>12. NAME</b> Jennifer Suttles, PE	<b>13. ROLE IN THIS CONTRACT</b> Water/Wastewater/Stormwater & GIS/Asset Management	<b>14. YEARS EXPERIENCE</b>	
		a. TOTAL 18	b. WITH CURRENT FIRM 6
<b>15. FIRM NAME AND LOCATION (City and State)</b> Woodard & Curran, Duluth, GA			
<b>16. EDUCATION (DEGREE AND SPECIALIZATION)</b> Masters, Agricultural & Biosystems Engineering, University of Arizona Bachelors, Civil Engineering, Georgia Tech		<b>17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)</b> Professional Engineer - GA	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)</b> Professional Associations: American Water Works Association; Georgia Association of Water Professionals, Stormwater Committee; Asset Management Committee (Vice-Chair); Water Environment Federation			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Fort Valley State University – Systemwide Utility Survey and Condition Assessment Fort Valley, Georgia	2012	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for condition assessment, capacity assessment, and GIS integration services for Fort Valley State University (FVSU). The condition assessment component included assessing the University’s stormwater, sanitary sewer, water distribution, electric, and gas systems. She also led the capacity assessment to compare the capacity of infrastructure against existing or projected loads that the infrastructure will need to convey or distribute. Both existing and projected loads were evaluated, and demands were evaluated against the FVSU infrastructure. Jennifer also led the effort to transfer the collected data of both assessments into a centralized Web-based GIS database. Cost: \$300,000.		
b.	University of West Georgia – Systemwide Utility Survey and Condition Assessment Carrollton, Georgia	2011	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for condition assessment, capacity assessment, and GIS integration services for University of West Georgia (UWG). The condition assessment component included assessing the University’s stormwater, sanitary sewer, water distribution, electric, and gas systems. She also led the capacity assessment to compare the capacity of infrastructure against existing or projected loads that the infrastructure will need to convey or distribute. Both existing and projected loads were evaluated, and demands were evaluated against the UWG infrastructure. Jennifer led the effort to transfer the collected data of both assessments into a centralized Web-based GIS database. Cost: \$300,000.		
c.	Atlanta Gas Light Georgia Strategic Infrastructure Development and Enhancement Program (STRIDE), Northwest Atlanta and Cobb County, Georgia	2012	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for pre-construction and construction support for a 26-mile long, 16-inch diameter natural gas pipeline of the 2010 Integrated System Reinforcement Plan (i-SRP) as part of the STRIDE Program. This pipeline is in the first phase in AGL’s Integrated System Reinforcement Plan (i-SRP). The project includes survey, engineering, GIS, base mapping, as-built analysis, and all design work associated with constructing the Johnson Road to Powers Ferry Road pipeline. The GIS aspect of this project includes spatial data gathering, analysis, and mapping for the route and class location studies. Cost: \$1,600,000.		
d.	Gwinnett Hydraulic Model Gwinnett County, Georgia	2012-Present	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Serving as Project Manager to update GIS-centric hydraulic models for Gwinnett County. To date, four basins, representing approximately 35,000 manholes, have been modeled for dry and wet weather flows. This tool is used for evaluating capacity of sewer under extreme conditions, and can predict capacity-related overflows for various storm events. Cost: \$175,000 to date.		
e.	GIS Services and Condition Assessment Appalachian State University, Boone, North Carolina	2015	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for utility condition assessment and GIS integration services for Appalachian State University. The condition assessment component includes assessing the University’s stormwater, sanitary sewer, water distribution, electric, and gas systems. Jennifer is also leading the effort to transfer the collected data of both assessments into a centralized web-based GIS database. Cost: \$650,100.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

<b>12. NAME</b> Leroy Kendricks, PE	<b>13. ROLE IN THIS CONTRACT</b> SCADA, Instrumentation & Controls	<b>14. YEARS EXPERIENCE</b> a. TOTAL 41		b. WITH CURRENT FIRM 19
<b>15. FIRM NAME AND LOCATION</b> <i>(City and State)</i> Woodard & Curran, Providence, RI				
<b>16. EDUCATION</b> <i>(DEGREE AND SPECIALIZATION)</i> Bachelors, General Engineering, University of Illinois at Urbana - Champaign		<b>17. CURRENT PROFESSIONAL REGISTRATION</b> <i>(STATE AND DISCIPLINE)</i> Professional Engineer - FL, MA, RI, NH, CA		
<b>18. OTHER PROFESSIONAL QUALIFICATIONS</b> <i>(Publications, Organizations, Training, Awards, etc.)</i> Professional Associations - American Water Works Association, New England Water Environment Association, New England Water Works Association, New Hampshire Water Pollution Control Association, New York Water Environment Association, Plymouth County Water Works Association, Water Environment Federation				

**19. RELEVANT PROJECTS**

#	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Pump Station Upgrade Portland Water District, Portland, Maine	2008	2010
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Client Manager responsible for the site investigation and development of the preliminary design report for instrumentation and controls upgrade in conjunction with mechanical and electrical upgrade designs. The project involved developing P&IDs and control descriptions, instrumentation requirements and selection, and implementation and startup for project to upgrade two of the District's largest wastewater pump stations (India Street and East End Pump Stations). Cost: \$1,000,000.		
b.	SCADA Upgrade City of Keene, New Hampshire	Ongoing	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge of SCADA system upgrades that consisted of 17 water sites and four wastewater sites. Each water site was converted from an old Motorola MOSCAD radio system into a new Teledesign TS4000 radio system that would transmit the remote data to a master PLC. The PLC data was integrated to an existing SCADA PC running Ilix. Win911 alarm dial out software was added to alert the operations staff of each alarm in detail. Wastewater sites were converted from a hardwired system to a new SCADA control panel. The data was integrated into their existing system similar to the water system. Cost: \$132,000.		
c.	SCADA Implementation and Monitoring Groton Utilities Water Department, Groton, Connecticut	2012	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Director and Senior Technical Advisor for remote site SCADA and treatment plant controls and monitoring. The project replaced an aging proprietary SCADA system and upgraded the existing Allen-Bradley PLC. Intellution FIX operator interface software was added for plant monitoring, data collection, and reporting. Cost: \$11,000.		
d.	Water Treatment Plant Control and Monitoring System Town of Dartmouth Water Department, Dartmouth, Massachusetts	2008	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Director and Senior Technical Advisor for a new water plant control and monitoring system and the upgrade of an existing system. The plants and remote sites are connected via a WAN (Wide Area Network) and utilize Allen-Bradley PLCs and Wonderware In-Touch operator interface software. Cost: \$125,000.		
e.	Water SCADA System Town of Easton Water Department, Easton, Massachusetts	2007	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Director and Senior Technical Advisor for a water SCADA system consisting of eight remote well sites and two elevated tanks. Remote site communication is via spread-spectrum radio and telephone lines. Control equipment utilized at the wells and tanks is Allen-Bradley PLCs and the operator interface software at the Water Department is FIX32. Reports are automatically generated at the Water Department SCADA computer. Cost: \$40,000.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

<b>12. NAME</b> Joseph Hurley	<b>13. ROLE IN THIS CONTRACT</b> SCADA, Instrumentation & Controls	<b>14. YEARS EXPERIENCE</b> a. TOTAL 30	
		b. WITH CURRENT FIRM 11	
<b>15. FIRM NAME AND LOCATION</b> <i>(City and State)</i> Woodard & Curran, Enfield, CT			
<b>16. EDUCATION</b> <i>(DEGREE AND SPECIALIZATION)</i> Associates, Electrical and Electronic Engineering, Wentworth Institute of Technology		<b>17. CURRENT PROFESSIONAL REGISTRATION</b> <i>(STATE AND DISCIPLINE)</i> Journeyman Electrician - MA, 27267E Master Electrician - MA, 12390	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS</b> <i>(Publications, Organizations, Training, Awards, etc.)</i> Professional Associations: American Water Works Association; Georgia Association of Water Professionals; Georgia Rural Water Association			

**19. RELEVANT PROJECTS**

#	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	System Improvements Town of Webster, Massachusetts  <b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> The Town of Webster water and wastewater systems currently have limited to no communications between the 19 remote lift stations, 6 remote water boosted stations/wells, and the wastewater treatment facility. Woodard & Curran has been selected to develop a SCADA communication strategy for connecting these sites, design and integrate a comprehensive SCADA system. As Project Manager for the project, Joe will direct all PLC, communications, computers and software design and installation. The project is anticipated to be in the range of \$1.5M to complete. Cost: \$1,500,000.	2015/2016	2015/2016
<input checked="" type="checkbox"/> Check if project performed with current firm			
b.	Water Pollution Control Facility - SCADA Services South Windsor, Connecticut  <b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> Project Manager for the South Windsor Water Pollution Control Facility that was fully upgraded within the past three years. This \$25+M upgrade by another consulting firm did not address all SCADA improvements required to operate the facility at optimal performance. Due to historical success with Woodard & Curran on SCADA work at the South Windsor wastewater pumping stations, the Town reached out to Joe Hurley and Woodard & Curran for support. The Woodard & Curran team is designing a new computer system to replace 5 failing servers. Important software updates and other required SCADA service will be provided at the facility. Cost: \$45,000.	Ongoing	2015
<input checked="" type="checkbox"/> Check if project performed with current firm			
c.	Water Pollution Control Facility - SCADA System Improvements Windsor Locks, Connecticut  <b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> Project Manager for the Windsor Locks Water Pollution Control Authority. Windsor Locks has taken a proactive and consistent approach to upgrading their Facility. Instead of letting things wear out and erode over time, Windsor Locks has set a capital improvement plan into motion. As such, the SCADA system has been continuously improved for the past decade and Joe Hurley and Woodard & Curran have been pleased to support these efforts. Currently, the town is proceeding with mixer upgrades. Joe Hurley is leading these improvements which include the design of electrical and controls improvements as well as miscellaneous SCADA HMI and PLC upgrades. Cost: \$13,000.	Ongoing	N/A
<input checked="" type="checkbox"/> Check if project performed with current firm			
d.	SCADA Upgrade - Foxwoods Resort Casino, Mashantucket, Connecticut <i>(Foxwoods is owned and operated by the Mashantucket Pequot Tribal Nation)</i>  <b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> Project Manager for a number of upgrade projects to support growth at the Foxwoods Resort and Casino in Mashantucket, CT. Replaced the failing fiber-optic communications network that tied the plants together. An industrialized Cisco wireless network was designed and installed to replace the troublesome fiber-optic network. Joe led the design and implementation of modifications to the SCADA and communication systems at Foxwoods' water and wastewater treatment facilities. The project required additions to Allen Bradley PLC equipment; changing the operator interface at the water treatment facility to Allen Bradley RS View; and upgrading the existing RS View interface at the wastewater treatment facility. Also performed SCADA upgrades at both the water and wastewater facilities as well as multiple pumping stations to help keep the systems up-to-date. Additional support services include training, and support of the SCADA systems at both facilities with multiyear SCADAServ maintenance contracts. Cost: \$95,000.	2015	2015
<input checked="" type="checkbox"/> Check if project performed with current firm			
e.	SCADA Services Town of South Windsor, Connecticut  <b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> Project Manager. The initial assignment began with an alarm system upgrade at its eleven pumping systems from basic single point alarms to the police emergency dispatcher to autodialers that can directly contact treatment plant personnel. Subsequent work included design and implementation of a new radio communications network & SCADA system for the pumping stations as well as the design of an enhanced wireless Ethernet/Fiber Optic SCADA system at the WWTF. Cost: \$72,000.	2012	2012
<input checked="" type="checkbox"/> Check if project performed with current firm			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

<b>12. NAME</b> Barry Sheff, PE	<b>13. ROLE IN THIS CONTRACT</b> Civil/Transportation	<b>14. YEARS EXPERIENCE</b> a. TOTAL: 23      b. WITH CURRENT FIRM: 20	
<b>15. FIRM NAME AND LOCATION</b> <i>(City and State)</i> Woodard & Curran, Portland, ME 04102			
<b>16. EDUCATION</b> <i>(DEGREE AND SPECIALIZATION)</i> Bachelors, Civil & Environmental Engineering, University of Vermont		<b>17. CURRENT PROFESSIONAL REGISTRATION</b> <i>(STATE AND DISCIPLINE)</i> Professional Engineer - MA (Civil)	
<b>18. OTHER PROFESSIONAL QUALIFICATIONS</b> <i>(Publications, Organizations, Training, Awards, etc.)</i> Licenses, Certifications: NCEES License, 60366; NH DOT Local Public Agency Certification; MaineDOT Local Project Administration Certification; Professional Associations: ASCE; APWA; ASCE Environmental & Water Resources Institute - Green Streets and Green Highways Committee			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Highlands Streetscape Improvements City of Melrose, Massachusetts	2014-Ongoing	Ongoing
	<b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge for MassWorks roadway improvements project in the Melrose Highlands corridor. Work included pavement condition assessment and restoration evaluation, complete streets consideration, roadway resurfacing, sidewalk reconstruction, pedestrian accommodations, and reconfiguration of municipal and MBTA parking lots.		
b.	Hurd Field Porous Pavement Retrofit Design-Build Town of Arlington, Massachusetts/US EPA	2012	2012
	<b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge for EPA funded porous pavement retrofit Design-Build of 15,000 SF parking lot along the Mystic River. This stormwater BMP retrofit led to improved water quality, functional and aesthetic improvements. We provided water resources science and civil engineering, long-term O&M Plan, and general contractor for the \$150,000 project.		
c.	Street and Utility Reconstruction Projects City of Portland, Maine	2005-Ongoing	2005-Ongoing
	<b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge/Project Manager responsible for coordination of survey and landscape architecture; and completing civil engineering design and permitting of more than 50,000 linear feet of street reconstruction and new roadway utility projects. Work included storm drain, green infrastructure, sanitary sewer, private utilities, curbing, sidewalks, street trees, lighting, signage and striping ranging from downtown City streets to residential neighborhoods.		
d.	Street Reconstruction Projects City of Auburn, Maine	2007-Ongoing	2007-Ongoing
	<b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge/Project Manager for coordination of survey, geotechnical engineering, traffic analyses; pavement condition assessment and restoration analyses; and completing civil engineering design and permitting of more than 60,000 linear feet of street reconstruction including residential neighborhoods, urban arterials and downtown streets.		
e.	Darling Avenue Stormwater Retrofit City of South Portland, Maine	2011	2011
	<b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge responsible for development of a stormwater management retrofit plan including innovative green infrastructure (stormwater filtration) and drainage strategy for a 1000' section of roadway in the Urban Impaired Long Creek Watershed. Project included stormwater permitting, easement acquisition, landowner outreach, hydrologic evaluation, materials estimates, civil engineering, maintenance and operations plan, and construction oversight.		
f.	General Engineering Services City of Portland, Maine	2005-Ongoing	2005-Ongoing
	<b>(3) BRIEF DESCRIPTION</b> <i>(Brief scope, size, cost, etc.) AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge working with Dept. of Public Services for streetscape and roadway infrastructure design; utility infrastructure planning and design; asset management program development; bike/ped facility planning, permitting and design; watershed management planning; land-use/environmental permitting; and consulting on a broad range of issues.		

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<small>20. EXAMPLE PROJECT KEY NUMBER</small>  <b>1</b>
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<b>21. TITLE AND LOCATION</b> <i>(City and State)</i> <b>FDEP Permitting Renewal &amp; System Optimization</b> <b>City of Newberry, Florida</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> 2015-2016	<b>CONSTRUCTION</b> <i>(If applicable)</i> N/A

<b>23. PROJECT OWNER'S INFORMATION</b>		
<b>a. PROJECT OWNER</b> City of Newberry, FL	<b>b. POINT OF CONTACT NAME</b> Jamie Jones, Utilities Manager	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> 352.472.2161

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

The City of Newberry provides water and sewer service to more than 1,500 customers. The City owns and operates a sanitary sewer collection system comprising 22 miles of pipe and a Wastewater Treatment Plant (WWTP). The WWTP is a conventional activated sludge facility with a treatment capacity of 0.350 MGD. The City uses two holding ponds prior to discharge to a 39.8-acre spray irrigation system for effluent disposal.

The City hired Woodard & Curran to develop an application for renewing their 5-year FDEP discharge permit and to audit wastewater operations and recommend operational efficiency improvement opportunities for the City to consider. An operational assessment of the sprayfield was included in the permit renewal application, which was submitted to FDEP early.

Cost: \$15,000.

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
<b>a.</b>	<b>(1) FIRM NAME</b> Woodard & Curran	<b>(2) FIRM LOCATION</b> <i>(City and State)</i> Enfield, CT and Duluth, GA
		<b>(3) ROLE</b> Prime Consultant

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<small>20. EXAMPLE PROJECT KEY NUMBER</small>  <b>2</b>
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<b>21. TITLE AND LOCATION</b> <i>(City and State)</i> <b>SCADA Systems</b> <b>City of Tavares, Florida</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> Ongoing	<b>CONSTRUCTION</b> <i>(If applicable)</i> N/A

<b>23. PROJECT OWNER'S INFORMATION</b>		
<b>a. PROJECT OWNER</b> City of Tavares, FL	<b>b. POINT OF CONTACT NAME</b> Brad Hayes, Utilities Director	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> 352.742.6482

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

**New panels lead to smoother upgrade transition**

Woodard & Curran was asked by the City of Tavares, FL, to design new SCADA panels required for the planned upgrade of four water treatment plants in the City. The team visited the City's sites to conduct status evaluations and to identify future requirements. Woodard & Curran worked to design the panels in accordance with City's needs and planned expansion. Additional design services included specifications for new desktop and laptop computers, software upgrades and improvements as well as PLC programming to eliminate false alarms and allow better control of wells for tank filling.

**Improvements made to PLC hardware at major lift station**

Woodard & Curran supplied the design, engineering, installation labor, start-up, and documentation of a PLC upgrade for the City's major lift station. The project involved removing the City's outdated PLC hardware and replacing it with improved open platform PLC's and HMI equipment. This task was complicated by the need to keep the station functional during the start-up and commissioning of the new equipment. These improvements allowed the staff to better utilize recently installed VFDs to maintain a steady effluent flow to the treatment plant. The communication system was also improved to handle the additional data transfer.

**Continued SCADA support**

While the City of Tavares has a crew of competent maintenance personnel, they realized the need for specialized SCADA hardware and software support. As a result, the City and Woodard & Curran have agreed to a multi-year SCADA maintenance contract. This agreement assures that the system has the appropriate updates, required maintenance, and emergency service.

Cost: \$300,000.

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
<b>a. (1) FIRM NAME</b> Woodard & Curran	<b>(2) FIRM LOCATION</b> <i>(City and State)</i> Enfield, CT and Duluth, GA	<b>(3) ROLE</b> Prime Consultant

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<small>20. EXAMPLE PROJECT KEY NUMBER</small>  <b>3</b>
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<b>21. TITLE AND LOCATION</b> <i>(City and State)</i> <b>Collaboration Results in Sustainable Community Assets</b> <b>City of Inverness, Florida</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> Ongoing	<b>CONSTRUCTION</b> <i>(If applicable)</i> N/A

<b>23. PROJECT OWNER'S INFORMATION</b>		
<b>a. PROJECT OWNER</b> City of Inverness, FL	<b>b. POINT OF CONTACT NAME</b> Frank DiGiovanni, City Manger	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> 352.726.2611

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

One way to tackle complexity is to expand resources. That's what the City of Inverness, Fla., did when faced with having to start up a new wastewater reclamation facility, resolve a drinking water consent order, and re-tool the asset management strategy for 32 wastewater pumping stations within 18 months. Inverness had engineering and design plans to upgrade its secondary treatment facility into an SCADA monitored, tertiary-treatment facility that produced public reuse quality effluent.

**Public - Private Teamwork from Day One**

Contract operators face significant challenges, not the least of which is instilling a new working culture with former community employees who join the firm to form the operations team. The City expected that Woodard & Curran would focus on making existing staff better operators; design a career path for them; and utilize their skills in new or different ways. Five city employees made the transition, bringing with them valuable institutional knowledge. Three additional staff members were hired and a Woodard & Curran project manager rounded out the team. No jobs were lost.

**Moving to Tertiary Wastewater Treatment**

The project team attended weekly city staff meetings, provided updates, offered recommendations, and contributed to capital planning efforts as the new wastewater reclamation facility underwent construction. The immediate focus was to plan the startup a new 1.5-mgd biological nutrient removal wastewater reclamation facility and guide rehabilitation of the existing water production and distribution system. The tertiary facility was started up and met compliance standards within its first minutes of operation.

Additional efforts were required to address the rehabilitation of the city's 32 wastewater lift stations, some of which had suffered serious physical, mechanical, and electrical deterioration over a 30-year life span. Minor electrical failures and clogged pumps led to frequent alarms. All stations were inspected and cleaned. Several were replaced. Alarms immediately decreased by 25% and, after one year, by 80%.

**Meeting a Disinfection By-Product Consent Decree**

During the start-up of the wastewater facility, the city was placed under a consent order for exceeding maximum contaminant levels for trihalomethanes (THMs) in the drinking water. Initial engineering evaluations identified capital-intensive filtration options including enhanced coagulation/ filtration, activated carbon, and reverse osmosis. A city of 10,000 isn't in a position to quickly restructure rates and obtain the necessary bonding to fund such systems, all of which exceeded \$2 million. That narrowed the options to a chemical solution.

Chloramination was elected as the most cost-effective solution to the problem. While less costly in terms of construction, operating a chloramination system required additional operations expertise and the development of specific Standard Operating Procedures. Within five months, compliance was achieved. Resident complaints about taste and odor were reduced by 95%.

As the project enters its fifth, rewards are still being experienced. Former city employees who'd been indifferent to pursuing certification seem renewed by the prospects of an expanded career path. The team continues to be directly involved in capital planning and implementation. The relationship proves public and private workforces can effectively collaborate to tackle and resolve multiple problems at once.

Cost: ~\$1,500,000/per year.

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
<b>a. (1) FIRM NAME</b> Woodard & Curran	<b>(2) FIRM LOCATION</b> <i>(City and State)</i> Inverness, FL	<b>(3) ROLE</b> Prime Consultant

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<small>20. EXAMPLE PROJECT KEY NUMBER</small>  <b>4</b>
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<b>21. TITLE AND LOCATION</b> <i>(City and State)</i> <b>Organization and Operations Assessment Targets Inefficiencies</b> <b>Polk County, Florida</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> Feb-Sept. 2014	<b>CONSTRUCTION</b> <i>(If applicable)</i> N/A

<b>23. PROJECT OWNER'S INFORMATION</b>		
<b>a. PROJECT OWNER</b> Polk County Utilities Division	<b>b. POINT OF CONTACT NAME</b> Frank Rohrich, O&M Division Director Utilities Division	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> 863.298.4243

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

The Polk County Utilities Division (PCUD) engaged Woodard & Curran to perform an Organization and Operations Assessment of their Water and Wastewater Operations and Maintenance (O&M) Section. The Assessment served as an update to the May 2006 Analysis of the Operations & Maintenance Division performed by the Florida Governmental Utility Authority (FGUA). The FGUA Report noted that PCUD was rapidly growing, served approximately 200,000 people with a total annual budget for the O&M Section (FY2007) of approximately \$17.3 million and a staff of 109. Operating efficiently while keeping up with demands of growth was reported to be very challenging due to the poor condition of many assets, a lack of appropriate staffing, and the large geographic spread of facilities. There was a history of high turnover in senior management positions. In addition, there were a number of labor issues and a variety of problems with compliance, assets, and operational areas. The FGUA Report recommended major changes to the operation and structure of the organization, including considering contract operations.

Woodard & Curran worked with a local firm, JSK Consulting, to assess the O&M Division's current organizational structure, maintenance practices, staffing and cost structures. In addition, Woodard & Curran was tasked with identifying areas for efficiency improvement, cost savings and organizational enhancement. O&M Division information was benchmarked against operations and performance data from similar utilities in Florida and across the United States.

Woodard & Curran reported that the situation at PCUD has changed dramatically since the 2006 FGUA Report. PCUD has expanded and upgraded its assets. It now serves over 59,000 accounts with drinking water, wastewater and reclaimed water services. The annual budget has increased to approximately \$22.5 million and there are 117 staff. Many of the asset, staffing and related challenges have been addressed and all treatment facilities are reportedly in compliance. However, a number of challenges still remain principally related to work tracking and staffing.

The Assessment highlighted how and where practices have changed since the 2006 FGUA Report. It offered ways to incorporate a continuous improvement mindset, benchmarking, and periodic efficiency improvements into operations. It presented recommendations to improve the performance of work processes, reduce long-term costs, and help create a high-functioning organization that can respond efficiently to current and future challenges. The recommendation has led to a number of changes since the report was published in November of 2014, including performance improvements that have led to hiring 8 new staff in need areas.

Cost: \$72,000.

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>			
<b>a.</b>	<b>(1) FIRM NAME</b> Woodard & Curran	<b>(2) FIRM LOCATION</b> <i>(City and State)</i> Duluth, GA	<b>(3) ROLE</b> Prime Consultant

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER  <b>5</b>
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<b>21. TITLE AND LOCATION</b> <i>(City and State)</i> <b>General Engineering Services</b> <b>City of Auburn, Maine</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> 2007-Ongoing	<b>CONSTRUCTION</b> <i>(If applicable)</i> 2007-Ongoing

<b>23. PROJECT OWNER'S INFORMATION</b>		
<b>a. PROJECT OWNER</b> City of Auburn, ME	<b>b. POINT OF CONTACT NAME</b> Dan Goyette, City Engineer and Deputy Director of Public Works	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> 207.333.6601 x1134

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

The City of Auburn, ME engaged Woodard & Curran in a multi-year contract to provide General Engineering Services for key infrastructure and public works projects throughout the city. Under this contract, projects have ranged from street reconstruction projects to stormwater compliance to asset management and capital improvement plans. Similar to the work identified in the City of Boston's RFQ, several of these projects include:

**Riverside Drive Reconstruction Project** - The project, from Broad Street to Vickery Road, involved roadway reconstruction, including a new sidewalk, curbing, and drainage, geotechnical engineering, designing and preparing construction documents and bidding services.

**Neighborhood Reconstruction Project** - This project included Winter, Summer, and Dennison Street reconstruction. The project included the construction of a new curb, underdrain, and stormdrain system. Our services included surveying, designing, construction documents and bidding services.

**South Main Street Reconstruction Project** - The project included the reconstruction of approximately 1.5 miles of roadway, from Broad Street to Vickery Road, with the roadway character changing from suburban to urban over its length. Our work focused on survey, geotechnical engineering, design, construction documents and bidding services.

**Pride Neighborhood Reconstruction Project** - The reconstruction involved new granite curbing, sidewalks, a storm drain collection system and full depth reconstruction on seven different streets in the Pride Neighborhood area. Our work included survey, design, preparation of construction documents, and bidding specifications.

**Towle Neighborhood Reconstruction Project** - Involved the construction of a new storm drain, road, curb and sidewalk. Our work included survey, design, preparation of construction documents and bidding services.

**Main Street Sidewalk Project** - This project included the construction of a new sidewalk, esplanade, landscaping, lighting and storm drain system. Our work included surveying, designing and preparing construction documents and bidding services.

**Pettingill Park Drainage Improvements Project** - Our work included surveying, designing and preparing construction documents and bidding services.

**Academy Street Parking Lot** - Provided design services and prepared bid documents for the construction of a new parking lot.



<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>			
<b>a.</b>	<b>(1) FIRM NAME</b> Woodard & Curran	<b>(2) FIRM LOCATION</b> <i>(City and State)</i> Portland, ME	<b>(3) ROLE</b> Prime Consultant

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

**21. TITLE AND LOCATION** *(City and State)*

**Utility Mapping, Condition Assessment and GIS Development, Appalachian State University  
Boone, North Carolina**

**22. YEAR COMPLETED**

**PROFESSIONAL SERVICES**  
2015

**CONSTRUCTION** *(If applicable)*  
N/A

**23. PROJECT OWNER'S INFORMATION**

**a. PROJECT OWNER**

Appalachian State University

**b. POINT OF CONTACT NAME**

Michael O'Conner

**c. POINT OF CONTACT TELEPHONE NUMBER**

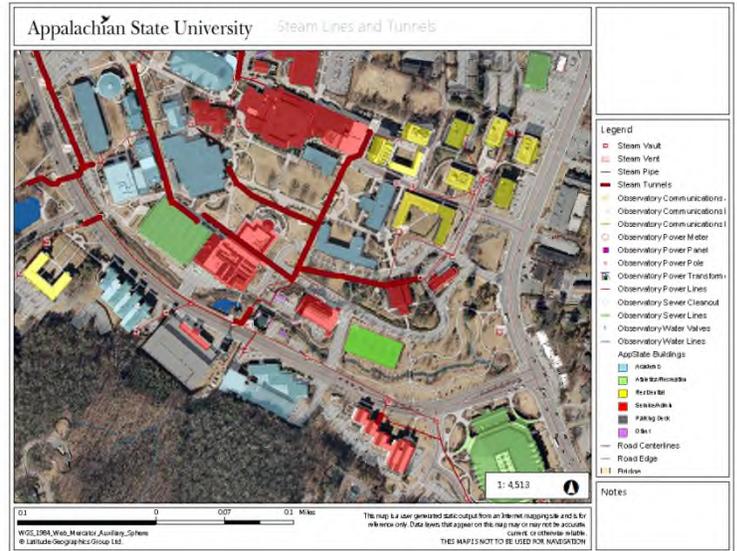
828.262.3190

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

The Rochester and Associates, Inc. (RAI) and Woodard & Curran Team assisted campus staff with survey-grade collection of campus infrastructure, including water, sanitary sewer, storm, power, gas and communications. A current campus ortho-rectified aerial photo tied to site control based on North Carolina State Plan Coordinate system was used to develop GIS data for buildings and other planimetrics. Each utility is color coded based on Utility Protection Center color code standards and is show on its own layer as well as on a comprehensive campus utility map. A geodatabase was developed from the survey and planimetric data. Relevant attributes were collected, such as building names, construction date, pipe features, such as diameter, material, etc. In addition, any supporting documentation, such as photos, inspection reports, etc. were linked to the feature, such that ASU can click on a feature and pull up all relevant information.

The deliverables included a Web-based GIS system, accessible from desktop, laptop, tablet or smartphone. In addition, the paper and electronic copies in PDF and CAD were supplied to the University. Additional projects include a culvert design, multi-use recreational field concept, and sanitary sewer condition assessment projects.

Project Cost: \$675,500.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Woodard & Curran	Portland, ME and Duluth, GA	Prime

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER  7
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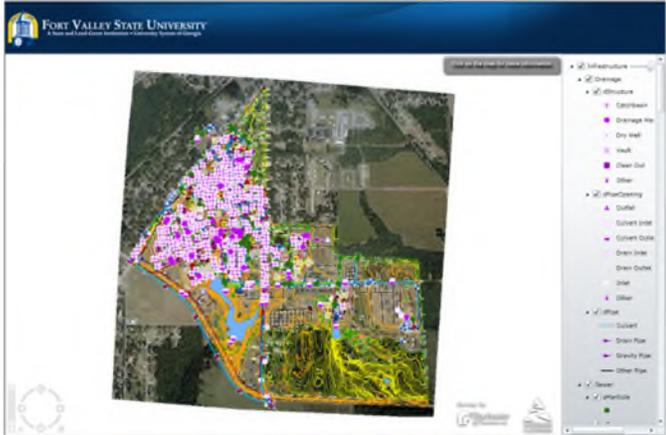
<b>21. TITLE AND LOCATION</b> <i>(City and State)</i> <b>Fort Valley State University WebGIS Infrastructure Database, Fort Valley, Georgia</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> 2013	<b>CONSTRUCTION</b> <i>(If applicable)</i> N/A

<b>23. PROJECT OWNER'S INFORMATION</b>		
<b>a. PROJECT OWNER</b> University System of Georgia	<b>b. POINT OF CONTACT NAME</b> Dwayne Crew	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> 478.825.6200

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

Woodard & Curran and Rochester & Associates prepared a comprehensive campus utility GIS database and condition and capacity assessment for all utilities on the Fort Valley State University (FVSU) campus. The end result was a WebGIS based infrastructure management tool that makes paper feasibility studies, due diligence reports, utility maps and construction as-builts a thing of the past. FVSU now has a dynamic WebGIS infrastructure management tool that can show the location of utilities, condition, and capacity anywhere on campus. Facility managers, engineers, and architects can access this information at the touch of a finger for planning, maintenance, and/or building additions, renovations, or expansions.

RAI surveyed and took geo-referenced utility photos and videoed sanitary sewer and storm lines for incorporation into the web based utility database. Each utility is color coded based on Utility Protection Center (UPC) layers on the comprehensive GIS based campus utility map. RAI performed cadastral and topographic surveys on the campus. Woodard & Curran integrated this survey data along with the condition and capacity assessments into a centralized GIS database. This database is available to the University along with the Board of Regents for the University System of Georgia and runs on a web-based platform, password protected and accessible with any browser. The condition and capacity assessment performed by the team included assessing all of FVSU's utilities:



**Gas System:** The team provided a complete assessment of gas piping infrastructure including reviewing all drawings, gas pipeline as-builts, and utility company gas as built information, as well as provided a capacity assessment for the campus, based on existing and future projected loads. Recommendations were made based on the results of the condition and capacity analysis.

**Electric:** The team surveyed the entire electric system including all switches, transformers, and manholes used for primary power distribution and provide a condition and capacity assessment for the system.

**Fiber:** The team inspected fiber vaults and all above ground fiber appurtenances on the FVSU campus. The existing system was compared against the campus' plans to migrate to a 10G fiber ring.

**Water Distribution System:** The team assessed the water distribution system utilizing visual inspection process for above ground condition of the system structure, size, and type of line. Survey data collected during the project, in conjunction with existing and future demands, was used to hydraulically model the existing system. Capital improvements recommendations were made based on the results of the condition and capacity analysis.

**Stormwater:** The team assessed the storm sewer collection system condition utilizing field inspection and evaluation of the sewer line video, taken as part of the project. Capacity assessment included comparison of existing and future development conditions to the existing hydraulic capacity of the campus' storm sewer system.

**Sanitary Sewer System:** The team assessed the sanitary sewer collection system utilizing field inspection and evaluation of the sewer line video, performed as part of this project. Survey data collected during the project, in conjunction with existing and future loads, was used to hydraulically model the existing system. Capital improvements recommendations were made based on the results of the condition and capacity analysis.

Project cost: \$299,919 (fee).

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
<b>a. (1) FIRM NAME</b> Woodard & Curran	<b>(2) FIRM LOCATION</b> <i>(City and State)</i> Portland, ME and Duluth, GA	<b>(3) ROLE</b> Prime

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<small>20. EXAMPLE PROJECT KEY NUMBER</small>  <b>8</b>
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<b>21. TITLE AND LOCATION</b> <i>(City and State)</i> <b>Roadway and Drainage Improvement Projects</b> <b>Village of Mamaroneck, New York</b>	<b>22. YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> 2012	<b>CONSTRUCTION</b> <i>(If applicable)</i> N/A

23. PROJECT OWNER'S INFORMATION		
<b>a. PROJECT OWNER</b> Village of Mamaroneck, NY	<b>b. POINT OF CONTACT NAME</b> Richard Slingerland, Village Manager	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b> 914.777.7706

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

Woodard & Curran served as lead engineer for various roadway improvement projects in the Village of Mamaroneck. In each case cited below, our responsibilities for the planning and design of these projects included cost estimating and analyses, design and sizing of surface and sub-surface drainage facilities, design of pavement replacement sections, preparation of Maintenance and Protection of Traffic Plans, and preparation of design specifications and plans for public bid.

**Pine Street and Beach Avenues**

The Village needed to provide adequate drainage both surface and sub-drainage and pavement resurfacing for a (½ mile) section of Pine Street and Beach Avenues. Homes along Beach Avenue experienced basement flooding and Pine Street did not have adequate drainage to allow for planned additional housing along the street. Additional design components included coordination with homeowners to provide connection into new drainage on Beach Avenue and provide for basement connections. Woodard & Curran coordinated with the EPA for funding requirements and with utility companies and homeowners throughout design and construction. A Tree Preservation Plan for a 300-year-old, 5 ft. diameter Oak tree was also designed utilizing air spading and the use of structural soil. Construction Administration and Monitoring Services were provided in coordination with the Army Corps of Engineers.

**Boston Post Road US Route 1 & South Barry Avenue**

The Village needed to provide adequate drainage and pavement replacement for an entire length (4-mile) section of the Boston Post Road US Route 1 and South Barr Avenue in the Village of Mamaroneck. Catch basins along the entire length are deteriorated and have collapsed. Steel plates are presently placed over catch basin grates to cover and bridge the collapsed structures. At the intersection of South Barry Road and the Post Road, a 14-foot deep crossing was required to provide adequate drainage to drain the adjacent shopping center and surrounding neighborhood. Coordination with the EPA was required for funding requirements. Woodard & Curran also coordinated our design with NYSDOT, utility companies, and the Army Corps of Engineers. Construction Administration and Monitoring Services are being provided in coordination with the NYSDOT, Army Corps of Engineers, and local businesses.

**Drury Drive**

The Village needed to provide adequate drainage both surface and sub-drainage and pavement resurfacing on Drury Drive. Residences along Drury Drive experienced basement flooding and wash outs of their property. Improvements were made to correct this inadequate drainage and allow for proper discharge of water along Drury Drive along a steep embankment. Woodard & Curran coordinated with utility companies and the local neighborhood, and is providing Construction Administration and Monitoring Services.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
<b>a.</b>	<b>(1) FIRM NAME</b> Woodard & Curran	<b>(2) FIRM LOCATION</b> <i>(City and State)</i> White Plains, NY and Enfield, CT	<b>(3) ROLE</b> Prime Consultant

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

9

**21. TITLE AND LOCATION** *(City and State)*

**Southington Water Department, Well 7 Improvements and Well 7A Installation | Well 2 Improvements and Well 2A Installation**  
**Southington, Connecticut**

**22. YEAR COMPLETED**

**PROFESSIONAL SERVICES**  
Ongoing

**CONSTRUCTION** *(If applicable)*  
Ongoing

**23. PROJECT OWNER'S INFORMATION**

**a. PROJECT OWNER**

Southington Water Department, CT

**b. POINT OF CONTACT NAME**

Fred Rogers, Superintendent

**c. POINT OF CONTACT TELEPHONE NUMBER**

860.628.5593

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

**Well 7 Improvements and Well 7A Installation**

During peak system demands, Southington Water Department relies on consistent productivity from all of its sources, including a mix of 3 surface and 7 groundwater supplies. To allow for rehabilitation of the screen on the existing Well 7 and provide mechanical redundancy, a new backup was desired. SWD retained Woodard & Curran to develop plans for the backup well, including a vertical turbine pump in a new precast concrete well building. In addition to the new well, the project will allow for rehabilitation of the existing Well 7 facilities, including exterior building improvements, piping and control valve upgrades, instrumentation and controls upgrades, chemical feed systems replacements, new emergency propane generator, site security improvements, hazardous materials abatement, and safety upgrades. The project is currently in construction with completion estimated for Fall 2016.

Contract Fee: \$270,000.



**Well 2 Improvements and Well 2A Installation**

During peak system demands, Southington Water Department relies on consistent productivity from all of its sources, including a mix of 3 surface and 7 groundwater supplies. The Well 2 source is critical to provide capacity to for the southern portion of the service area, and yields from Well 2 have been decreasing over time. To allow for rehabilitation of the existing Well 2 and provide mechanical redundancy, a new backup was desired. SWD retained Woodard & Curran to develop plans for the backup well, including a vertical turbine pump in a new precast concrete well building.

The Well 2 aquifer has historic low-level TCE contamination that requires an air stripper for treatment prior to pumping into the system. As part of this project, modification of the air stripper packing and blower will be performed to optimize the treatment. Additional rehabilitation of the existing Well 2 facilities will also be conducted, including exterior building improvements, piping and control valve upgrades, instrumentation and controls upgrades, chemical feed systems replacements, new emergency propane generator, site security improvements, a connection to the sanitary sewer, and safety upgrades. The project is currently in design with bidding anticipated in late 2016.

Contract Fee: \$330,000.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Woodard & Curran	Enfield, CT, Providence, RI, White Plains, NY, and Portland, ME	Prime Consultant

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

**21. TITLE AND LOCATION** *(City and State)*

**Water Infrastructure Projects**  
**Town of Mansfield, Massachusetts**

**22. YEAR COMPLETED**

**PROFESSIONAL SERVICES**  
Ongoing

**CONSTRUCTION** *(If applicable)*

**23. PROJECT OWNER'S INFORMATION**

**a. PROJECT OWNER**

Town of Mansfield, MA

**b. POINT OF CONTACT NAME**

Kurt Gaffney, Water Operations Manager

**c. POINT OF CONTACT TELEPHONE NUMBER**

508.922.7073

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost.)*

Since 1996, Woodard & Curran has been working with the Town of Mansfield and providing a variety of services to the Department of Public Works (DPW) and the community, including a number of major water infrastructure projects.

**Albertini Well Site Evaluation.** There are three wells at the Albertini site with a combined pumping capacity of approximately 1.3 million gallons per day. Tests showed that the wells produced water with levels of iron and manganese that exceeded secondary drinking water standards. In addition, the wells were over 30 years old and in need of significant repair. To minimize any impact on the Town's water quality, the Mansfield DPW did not routinely operate the three wells.

The Town contracted with Woodard & Curran to prepare a project cost estimate to pilot, design, and construct a greensand filtration treatment facility to remove the iron and manganese from the wells and to rehabilitate the well systems.

**Greensand Filtration Treatment Plant.** Woodard & Curran constructed a greensand filtration water treatment plant to treat the Albertini well and reduce the iron and manganese levels to comply with secondary drinking water standards. The plant was centrally located between the well sites and designed to have minimal impact on the landscape.

Greensand filtration is a cost-effective, manageable, and practical solution. Woodard & Curran had previously installed this technology at the Town's Dustin and Prescott Water Treatment Facility.

**Additional Treatment Plant Enhancements.** The new water treatment plant included a process area for housing the greensand filters, pumps, chemical storage and handling equipment, a small laboratory and office space, mechanical and electrical rooms, and restrooms. To minimize disruption to the distribution system, the design included a backwash water storage tank to provide the necessary backwashing of the filters. The new plant included a below grade chlorine contact tank to meet the 4-Log removal of viruses and comply with the EPA Ground Water Rule.

**Demolition of Old Pump Stations and New Pump Station Design.** The three existing Albertini well pump station buildings were demolished and converted to submersible well pumping stations with no buildings. This would offer long-term operations and maintenance savings by eliminating building upkeep and heating.

Contract Fee: \$4,900,000.



The Albertini wells are fully utilized and can provide approximately 50% of the Town's average day demand.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Woodard & Curran	Dedham, MA	Prime Consultant

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for project participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jay Sheehan, PE	Principal-in-Charge	X	X	X	X				X	X	X
Robert Kisuve, PE	Project Manager	X					X	X			
Glenn Burden	Technical Advisor & GIS/Asset Management	X									
Steven Robbins, PE	Water/Wastewater/Stormwater & Civil/Transportation								X	X	
Robert Chapell, PE	Water/Wastewater/Stormwater									X	X
Jennifer Suttles, PE	Water/Wastewater/Stormwater & GIS/Asset Management						X	X			
Leroy Kendricks, PE	SCADA, Instrumentation & Controls		X								X
Joseph Hurley	SCADA, Instrumentation & Controls	X	X								
Barry Sheff, PE	Civil/Transportation					X					

**29. EXAMPLE PROJECT KEY**

No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1.	FDEP Permitting Renewal & System Optimization Newberry, Florida	6.	Utility Mapping, Condition Assessment and GIS Development, Appalachian State University, Boone, North Carolina
2.	SCADA Systems Tavares, Florida	7.	Fort Valley State University WebGIS Infrastructure Database Fort Valley, Georgia
3.	Collaboration Results in Sustainable Community Assets Inverness, Florida	8.	Roadway and Drainage Improvement Projects Village of Mamaroneck, New York
4.	Organization and Operations Assessment Targets Inefficiencies, Polk County, Florida	9.	Southington Water Department, Well 7 Improvements and Well 7A Installation   Well 2 Improvements and Well 2A Installation Southington, Connecticut
5.	General Engineering Services Auburn, Maine	10.	Water Infrastructure Projects Town of Mansfield, Massachusetts

**30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.**

## Firm Profile

Woodard & Curran is a 900+-person integrated engineering, science, and operations company. Privately held and steadily growing, we serve public and private clients locally and nationwide. From our environmental roots to the range of consulting, engineering, and operations expertise we provide today, we work for a diverse clientele.

Our company was founded in 1979 on a simple business concept: provide an enjoyable place to work with opportunity, integrity, and commitment, and we will attract talented people. At the heart of our company are people who are experts in their fields and passionate about what they do, showing a level of commitment and integrity that drive results for our clients. You experience this power every day in our actions, our solutions, and our promises kept.

Our integrity and commitment are matched only by the depth of our expertise. Our staff are specialists in their fields, offering in-depth understanding of cutting-edge technology, astute problem-solving, multidisciplinary engineering, and expert regulatory guidance. The firm has received numerous honors and awards, and we have ranked among *Engineering News-Record's* top 100 environmental firms every year since 2000.

**Municipalities and institutions must balance community growth and development with environmental, regulatory, and public health concerns—all within tight budget constraints.** It takes vision to meet the future demands of population increases and economic development while maintaining community values. Since 1979, we have partnered with municipalities and institutions of all sizes—from metropolitan cities to small communities—to meet their civil and environmental engineering needs with tailored, cost-effective, and practical solutions. As a full service firm, Woodard & Curran acts as engineering consultant and town engineer for many municipalities and institutions, providing support on the wide variety of civil and environmental engineering services required to address the specific needs of the community. We are committed to doing what it takes to make each project a success, whether it's using new technology to optimize operations and reduce costs or leveraging funding sources to help municipalities and institutions achieve compliance.

Woodard & Curran has successfully assisted its clients in obtaining regulatory approvals and permits to attain and maintain compliance for their operations. Our environmental specialists work with regulators to achieve project solutions that are technically sound, regulatory compliant, cost-effective, environmentally safe, and acceptable to the public.

**Water supply and treatment.** Woodard & Curran combines engineering, science, and operations to protect public health and the nation's water resources. We assist clients with their water treatment and water supply needs through permitting, study, design, new source identification, well development, hydrogeology, demand management, comprehensive plant evaluations, operations troubleshooting, asset management, and master plans. We also perform hydrologic and hydrogeologic modeling to assess complex ecosystem impacts, and we design treatment and distribution system improvements. Safeguarding our water supply from terrorist and criminal activity is a national issue. We help clients develop the best strategies to reduce vulnerabilities and secure facilities against terrorist threats, unauthorized access, contamination, and vandalism.

**Wastewater systems and process optimization.** The nation's wastewater infrastructure is aging. To protect public health and the environment, facilities and pipes need upgrades, optimization, repairs, or replacement. We team with our clients to develop tailored solutions: few firms offer our unique combination of process design, operations expertise, control systems implementation, and 24/7 SCADA<sup>serv</sup> control systems service. Whatever the concern—regulatory compliance, efficiency, cost-effective operations, or aesthetics—we will work with you to develop the best strategy to meet your needs.

**GIS & Web based information systems.** As infrastructure becomes increasingly complex and regulatory responsibilities evolve, municipalities and institutions are challenged to find efficient ways to manage large amounts of information. Woodard & Curran provides custom information management systems (IMSs) to clients based on their specific needs. Our IMS and database experts work with clients to assess their needs and design a powerful, user-friendly tool that streamlines their management processes. We conceptualize, design, and deploy GIS and environmental information management systems (EIMS) targeted to address client needs.

**Infrastructure management/mapping.** Over 80 percent of the information that government and municipal and institutional organizations manage is spatially oriented. The extent of waste contamination, the characteristics/conditions of infrastructure, and the inventory of a community's potentially dangerous facilities have spatial and descriptive attributes that can be managed with a GIS-based information management tool. With a blend of consulting, programming, databases, administration, and GIS skills, Woodard & Curran can map your infrastructure and build a GIS-based information management tool that meets your organization's goals and objectives, including asset management needs.

**Electrical instrumentation and control (EIC) systems implementation and service.** An efficient controls system can reduce energy and operations costs and ensure your facility is operating at peak performance. Our EIC group implements turnkey instrumentation and control systems for clients in the public and private sectors. We combine the power of a multidisciplinary environmental consulting firm with the implementation expertise of control systems integrators. Implementation assistance is provided with minimal, if any, downtime. Our SCADA<sup>serv</sup> range of support services can also help you maximize the investment you've made in your SCADA system and maintain reliable operations.

**Park and athletic field development/redevelopment.** Our experts help municipalities and schools achieve their goals of developing sports and recreational areas while preserving, and often times improving, the surrounding environment. We understand how to address the technical and environmental challenges associated with the development of sports fields and parks on land that has been filled in, near wetlands, water bodies, and flood plains.

**Permitting and environmental compliance.** Woodard & Curran has successfully assisted its clients in obtaining regulatory approvals and permits to attain and maintain compliance for their operations. Our environmental specialists work with regulators to achieve project solutions that are technically sound, regulatory compliant, cost-effective, environmentally safe, and acceptable to the public.

**Brownfields redevelopment.** A dwindling inventory of land available for development means that development projects often require reclaiming under-utilized, historically impacted lands, and in most cases, you will be managing past environmental impacts. Our staff of environmental professionals includes national experts on brownfields issues; we have completed thousands of environmental due diligence reviews, environmental investigations, and brownfields cleanups across the nation.

**Ecological services.** Ecological studies are critical components of environmental and development projects, since they are necessary to identify important natural resources, remedial needs, and restoration opportunities that shape subsequent project designs. Woodard & Curran maintains a dedicated group of trained ecologists, scientists, and risk assessors experienced in solving complex problems associated with natural resources protection.

**Wetlands restoration.** Wetland protection is an increasingly important component of site development and remediation projects, since the presence of these protected areas impact both the design and schedule of proposed construction. Woodard & Curran maintains key wetlands-related capabilities in-house, with trained wetland scientists, soil scientists, and aquatic biologists experienced in solving complex problems associated with resource protection.

**Stormwater/flood management.** An increased focus on stormwater quantity and quality has placed additional demands on municipalities and institutions' already strapped budgets. Woodard & Curran supports with a full range of stormwater services, including developing stormwater management plans, mapping infrastructure using GIS technology, preparing National Pollutant Discharge Elimination Systems (NPDES) permit applications and drafting Stormwater Pollution Prevention Plans (SWPPP), pre- and post-development identification of illicit discharges, applying for federal and state Revolving Fund grants, and developing and instituting community outreach and education programs, and stormwater collection and treatment system design, and development of flood management measures.

**Civil engineering.** We provide municipalities and institutions with civil engineering services that support the process engineering, solid waste, hazardous waste, and water and wastewater services that communities rely on. Whether acting as a municipality's general engineer or working with a community on a project-specific basis, our civil engineers provide the expertise needed to assure that all needs are met.

**Funding and grant assistance.** We do what it takes to take your project through from the planning stages to reality. Our funding and grant assistance experts leverage both traditional and lesser known funding packages, aiding municipalities and institutions in locating all available funding sources.

**Energy optimization.** Rising energy costs are squeezing budgets, and water and wastewater treatment facilities are major users. Global economic and environmental trends have resulted in unprecedented energy costs, forcing us to change the way we consume energy. Water and wastewater facilities must be optimized with operations and energy use in mind. Our Supervisory Control and Data Acquisition (SCADA) System experts can build you a system to monitor and reduce energy use in real time.

**Water resource management.** Woodard & Curran's engineers and scientists develop holistic, sustainable, cost-effective water resource management solutions for clients. Services include hydraulic / hydrologic modeling, watershed management, water quality, and stormwater management.

## **Project Team, Current Workload and Availability**

Woodard & Curran's experts have extensive experience delivering services for a wide range of projects: from small-scale work to large, complex, multi-service contracts. We have a successful track record of generating innovative and creative solutions that enable projects to advance beyond otherwise-insurmountable obstacles. The team's innovation and creativity has been demonstrated in many ways; from applying new technologies to negotiating with regulatory bodies to achieve the desired outcome for our clients.

Woodard & Curran is fully committed to providing the full capabilities of our team (See Section D [organizational chart] and Section E [resumes]) to ensure the success of your projects. Our management and technical expertise can be immediately utilized for any project assignment and we have the dedicated staff and resources to successfully take on the City's assignment, and can draw from our extensive pool of in-house resources.

With an experienced management team, the City can be confident that our team will provide the necessary guidance for the project. **Principal-in-Charge Jay Sheehan, PE** will have ultimate responsibility for this project and Newberry's overall satisfaction with Woodard & Curran's work. He will be assisted by **Project Manager Robert Kisuve, PE** who will be involved in the day-to-day activities regarding project development and communications

with the City's staff, technical decisions, and ensure quality management and overall performance. They will communicate regularly with the City and the project team to ensure continuity of the project and facilitate workshops with the operations staff. As **Technical Advisor, Glenn Burden** will be a key member of our team, providing his expertise in municipal infrastructure solutions.

The team members have a long track record of meeting or exceeding schedule; our combined years of experience enables us to understand how projects come forward for execution. Our track record includes demonstrated performance on our ability to balance workload among our staff to deliver our clients' projects on schedule, whether driven by regulatory commitments, municipal fiscal year considerations, or financial/funding source requirements.

Individual assignments are funneled through our in-house Geographic Delivery Managers, whose responsibility it is to provide the appropriate skilled personnel to build the best project team for the assignment, balancing workload across our geographies to deliver on our commitments. The key personnel identified and the support staff are engaged on an annual basis delivering roughly \$20M in revenue. We have the resources and availability and are committed to deliver for the City.

### **Project and Cost Management Controls**

Woodard & Curran's mission is to deliver to our clients and the community a continually expanding range of high-quality consulting engineering, science, and operations services. To support this commitment, we have created a Project Management Framework (PMF), which guides the management of each phase of a project and includes tools for project managers – from project planning to project close-out. The PMF includes tools such as recommended outlines for workplans, templates for agendas, quality assurance review requirements, and guidelines on project communications with clients. The PMF benefits our clients through consistent and responsive services that exceed expectations.

**Project Implementation** - All Woodard & Curran projects begin with a work plan that includes detailed scope, schedule, budget, milestones, and communications plan that will guide the implementation and delivery of a successful project. The work plan is not a project deliverable, but a monitoring and communication tool, serving as a reference guide for the project and client team.

The work plan remains fluid throughout the project, incorporating changes as the project unfolds. Woodard & Curran promptly and effectively identifies, evaluates, and communicates these changes to implement the appropriate course correction to the project work plan. Woodard & Curran is committed to the best service possible, and communication is at the core of that service. At the project kick-off meeting, we will establish a communications plan that meets the needs of the client, and establishes the chain of command and the stakeholders that are important to the success of the project. We will establish the appropriate means and frequency of communication to satisfy client needs.

In our continual effort to improve communications, we develop password-protected project File Transfer Protocol (FTP) sites that provide a convenient and confidential means for clients to exchange specific project information.

**Project Schedule Control** - In addition to having hundreds of fully qualified professionals, Woodard & Curran utilizes management systems that allow quick response to changing project needs. Project managers are trained and experienced in Microsoft Project – the software that we use to compile resources, at each level and discipline by man-hour, that are necessary weekly to maintain the required rate of progress on each subtask to meet fixed milestones, identify critical paths, and provide an early warning if resources are inadequate for any subtask. The project can be broken down into a large number of subtasks so the level of completion of each can be calculated precisely. As a basic management tool, Microsoft Project allows rapid modification of timing and resource allocation to accurately assess manpower needs. Additionally, using time-scaled task networking, intertask management is easily visualized and it allows us to produce reports utilizing both Gantt (bar) charts and time-scaled Program Evaluation and Review Technique (PERT) diagrams. Typical task schedule elements include interdependence between tasks, critical path tasks, float time, early start/end dates, and late start/end dates. Job hour reports detailing per task person-hours are also available and are reported by resource category (i.e., Project Manager, Project Engineer, Technician, etc.) for the project.

**Project Cost Control** - Woodard & Curran utilizes a cost-control system in conjunction with Microsoft Project for budget tracking, and online accounting reports can be integrated into the software. These project scheduling and cost-control systems integrate budget data into the task breakdown structure. This percent-complete report provides a method of comparing individual subtasks and overall task completion to overall project completion. The percent-complete report weighs individual task completion status, and compares that task or subtask to reflect its overall effect on the project completion. By comparing this estimate of budget hours or dollars remaining in the contract to the amounts actually remaining based on value, a realistic project status can be easily and quickly determined.

Woodard & Curran uses a sophisticated accounting system for project financial control. This online system accounts for all project costs, labor, and reimbursables. Updated on a weekly basis, the accounting system provides our Project Managers with an accurate representation of project costs. By comparing this data to project schedule (through Gantt and PERT charts) and estimates of work remaining, overall project status can be assessed by the Project Manager. Through this comprehensive project management method, potential problem areas can be addressed before it is too late. Woodard & Curran has also adopted systems to allow for the receipt and transfer of funds electronically. This feature can streamline the invoicing process considerably.

# Familiarity & Past Performances with the City of Newberry

Woodard & Curran was hired by the City in 2015 to develop an application for renewing the 5-year discharge permit and to audit the wastewater operations. See Section F for more details on our past performance with the City.

## State and Other National Recognized Certificates

Our staff of professionals keep up-to-date with all certificates, training, and professional registrations in their respective fields of expertise. In Section E, you can review our proposed staff member's resumes which includes all of their certifications and registrations.

## Previous Professional Services in the Geographic Area

Woodard & Curran has provided similar services to communities nearby Newberry. In Section F, we have included detailed project descriptions demonstrating our experience.

## Proof of Liability Insurance and Limits

We have provided a copy of our Liability Insurance herein, both General and Professional with limits of \$1M per incident. Should we be selected to complete this project, an original certificate will be provided to the City.

## Proof of Payment of City/County Taxes

Woodard & Curran attests that all City/County Taxes are paid in full and there is no outstanding debt to Alachua County.



### CERTIFICATE OF LIABILITY INSURANCE

WOOD&CU-01 KPAWLOWSKI  
DATE (MM/DD/YYYY)  
2/22/2016

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 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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME PHONE (A/C No., Ext.): (617) 328-6555 FAX (A/C No.): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com
INSURER A: Continental Insurance Co A(XV)	NAIC # 35289
INSURER B: Continental Casualty Company (CNA) A, XV	20443
INSURER C: Transportation Insurance Company A(XV)	20494
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Woodard & Curran, Inc.  
41 Hutchins Dr.  
Portland, ME 04102

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSUR LTR	TYPE OF INSURANCE	ADDL(SUBR) NSD 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  SENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PERCENT <input checked="" type="checkbox"/> LOC OTHER:		6014561812	02/23/2016	02/23/2017	EACH OCCURRENCE \$ 1,000,000 TOWERS TO RETIRED PREMISES (EA occurrence) \$ 300,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6014561843	02/23/2016	02/23/2017	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		6014561826	02/23/2016	02/23/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6014561857	02/23/2016	02/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof. Liability		114135520	02/23/2016	02/23/2017	Per Claim/Aggregate 1,000,000
B	Pollution Liability		114135520	02/23/2016	02/23/2017	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All Coverages are in accordance with the policy terms and conditions.

For Proposal Only

CERTIFICATE HOLDER Woodard & Curran, Inc.	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 <i>Michael Hedley</i>
--	--

ACORD 25 (2014/01)

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### I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.

31. SIGNATURE

*Jay Sheehan*

33. NAME AND TITLE

Jay Sheehan, PE, Senior Vice President

32. DATE

July 26, 2016

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)  
RFQ #2016-05

## PART II – GENERAL QUALIFICATIONS

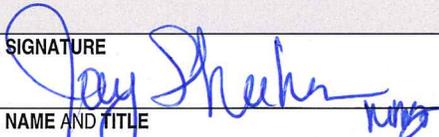
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Woodard & Curran			3. YEAR ESTABLISHED 1979	4. DUNS NUMBER 037708708
2b. STREET 3900 South Florida Avenue			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Inverness	2d. STATE FL	2e. ZIP CODE 34452	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Jay Sheehan, PE, Senior Vice President			7. NAME OF FIRM (If block 2a is a branch office) Branch Office	
6b. TELEPHONE NUMBER 203.605.3127	6c. E-MAIL ADDRESS jsheehan@woodardcurran.com			
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Administrative/MIS	112		A04	Air Pollution Control	6
08	CADD Technician	26		E09	Environmental Impact Studies	5
10	Sanitary Engineers	19		E12	Environmental Remediation	7
15	Civil Engineers	74		E13	Environmental Testing and Analysis	6
18	Cost Engineer/Estimator	5		G02	Gas Systems	6
19	Electrical Engineers	16		G04	Geographic Information Systems	3
23	Environmental Eng./Air Quality	80		H02	Hazardous Materials Handling and Storage	6
24	Environmental Scientist	37		I03	Industrial Waste Treatment	8
27	Mechanical Engineers	21		P04	Pipelines (Cross-country; Gas)	6
29	Geographic Information System	10		P12	Power Generation, Distribution, Trans.	6
30	Geologist	37		S04	Sewage Collection; Treatment; Disposal	7
34	Hydrogeologist	7		S07	Solid Wastes; Incineration; Landfill	5
36	Industrial Hygienists	7		S13	Stormwater Handling & Facilities	7
41	Hazardous Waste Specialists	10		W02	Water Resources; Hydrology; Groundwater	6
48	Project Manager	27	2	W03	Water Supply; Treatment; Distribution	7
50	Risk Assessor	5				
56	Specifications Writer	1				
59	Toxicologist	2				
62	Water Resources Engineer	10				
	Other Employees	375	0			
	<b>Total</b>	<b>881</b>	<b>2</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS	
(Insert revenue index number shown at right)	
a. Federal Work	6
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
1. Less than \$100,000	6. \$2 million to less than \$5 million
2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	32. DATE July 26, 2016
c. NAME AND TITLE Jay Sheehan, PE, Senior Vice President	

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)  
RFQ #2016-05

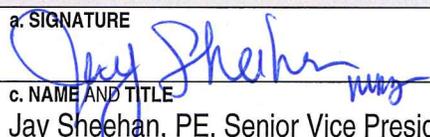
## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Woodard & Curran			3. YEAR ESTABLISHED 1979	4. DUNS NUMBER 037708708
2b. STREET 2055 Sugarloaf Circle, Suite 175			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Duluth	2d. STATE GA	2e. ZIP CODE 30097	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Jay Sheehan, PE, Senior Vice President			7. NAME OF FIRM (If block 2a is a branch office) Branch Office	
6b. TELEPHONE NUMBER 203.605.3127		6c. E-MAIL ADDRESS jsheehan@woodardcurran.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Administrative/MIS	112	2	A04	Air Pollution Control	6
08	CADD Technician	26	2	E09	Environmental Impact Studies	5
10	Sanitary Engineers	19	1	E12	Environmental Remediation	7
15	Civil Engineers	74	2	E13	Environmental Testing and Analysis	6
18	Cost Engineer/Estimator	5	0	G02	Gas Systems	6
19	Electrical Engineers	16	3	G04	Geographic Information Systems	3
23	Environmental Eng./Air Quality	80		H02	Hazardous Materials Handling and Storage	6
24	Environmental Scientist	37	1	I03	Industrial Waste Treatment	8
27	Mechanical Engineers	21	6	P04	Pipelines (Cross-country; Gas)	6
29	Geographic Information System	10	1	P12	Power Generation, Distribution, Trans.	6
30	Geologist	37	1	S04	Sewage Collection; Treatment; Disposal	7
34	Hydrogeologist	7		S07	Solid Wastes; Incineration; Landfill	5
36	Industrial Hygienists	7		S13	Stormwater Handling & Facilities	7
41	Hazardous Waste Specialists	10	1	W02	Water Resources; Hydrology; Groundwater	6
48	Project Manager	27	5	W03	Water Supply; Treatment; Distribution	7
50	Risk Assessor	5				
56	Specifications Writer	1				
59	Toxicologist	2				
62	Water Resources Engineer	10	2			
	Other Employees	375	23			
	<b>Total</b>	<b>881</b>	<b>50</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	6	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	32. DATE July 26, 2016
c. NAME AND TITLE Jay Sheehan, PE, Senior Vice President	

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)  
RFQ #2016-05

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

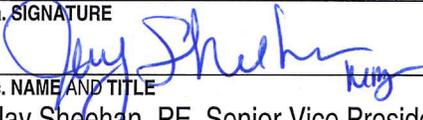
2a. FIRM (OR BRANCH OFFICE) NAME Woodard & Curran			3. YEAR ESTABLISHED 1979	4. DUNS NUMBER 037708708
2b. STREET 980 Washington Street, Suite 325			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Dedham	2d. STATE MA	2e. ZIP CODE 02026	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Jay Sheehan, PE, Senior Vice President			7. NAME OF FIRM (If block 2a is a branch office) Branch Office	
6b. TELEPHONE NUMBER 203.605.3127		6c. E-MAIL ADDRESS jsheehan@woodardcurran.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Administrative/MIS	112	8	A04	Air Pollution Control	6
08	CADD Technician	26	6	E09	Environmental Impact Studies	5
10	Sanitary Engineers	19	5	E12	Environmental Remediation	7
15	Civil Engineers	74	10	E13	Environmental Testing and Analysis	6
18	Cost Engineer/Estimator	5	0	G02	Gas Systems	6
19	Electrical Engineers	16	1	G04	Geographic Information Systems	3
23	Environmental Eng./Air Quality	80	12	H02	Hazardous Materials Handling and Storage	6
24	Environmental Scientist	37	3	I03	Industrial Waste Treatment	8
27	Mechanical Engineers	21	4	P04	Pipelines (Cross-country; Gas)	6
29	Geographic Information System	10	2	P12	Power Generation, Distribution, Trans.	6
30	Geologist	37	6	S04	Sewage Collection; Treatment; Disposal	7
34	Hydrogeologist	7	3	S07	Solid Wastes; Incineration; Landfill	5
36	Industrial Hygienists	7	3	S13	Stormwater Handling & Facilities	7
41	Hazardous Waste Specialists	10	0	W02	Water Resources; Hydrology; Groundwater	6
48	Project Manager	27	4	W03	Water Supply; Treatment; Distribution	7
50	Risk Assessor	5	4			
56	Specifications Writer	1	1			
59	Toxicologist	2	1			
62	Water Resources Engineer	10	3			
	Other Employees	375	1			
	<b>Total</b>	<b>881</b>	<b>77</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS	
(Insert revenue index number shown at right)	
a. Federal Work	6
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
1. Less than \$100,000	6. \$2 million to less than \$5 million
2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

**12. AUTHORIZED REPRESENTATIVE**  
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE July 26, 2016
c. NAME AND TITLE Jay Sheehan, PE, Senior Vice President	

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)  
RFQ #2016-05

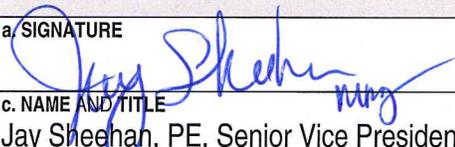
## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Woodard & Curran			3. YEAR ESTABLISHED 1979	4. DUNS NUMBER 037708708
2b. STREET 1699 King Street, Suite 406			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Enfield	2d. STATE CT	2e. ZIP CODE 06082	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Jay Sheehan, PE, Senior Vice President			7. NAME OF FIRM (If block 2a is a branch office) Branch Office	
6b. TELEPHONE NUMBER 203.605.3127		6c. E-MAIL ADDRESS jsheehan@woodardcurran.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Administrative/MIS	112	3	A04	Air Pollution Control	6
08	CADD Technician	26		E09	Environmental Impact Studies	5
10	Sanitary Engineers	19	6	E12	Environmental Remediation	7
15	Civil Engineers	74	2	E13	Environmental Testing and Analysis	6
18	Cost Engineer/Estimator	5		G02	Gas Systems	6
19	Electrical Engineers	16	3	G04	Geographic Information Systems	3
23	Environmental Eng./Air Quality	80		H02	Hazardous Materials Handling and Storage	6
24	Environmental Scientist	37		I03	Industrial Waste Treatment	8
27	Mechanical Engineers	21		P04	Pipelines (Cross-country; Gas)	6
29	Geographic Information System	10		P12	Power Generation, Distribution, Trans.	6
30	Geologist	37		S04	Sewage Collection; Treatment; Disposal	7
34	Hydrogeologist	7		S07	Solid Wastes; Incineration; Landfill	5
36	Industrial Hygienists	7		S13	Stormwater Handling & Facilities	7
41	Hazardous Waste Specialists	10		W02	Water Resources; Hydrology; Groundwater	6
48	Project Manager	27		W03	Water Supply; Treatment; Distribution	7
50	Risk Assessor	5				
56	Specifications Writer	1				
59	Toxicologist	2				
62	Water Resources Engineer	10				
	Other Employees	375	0			
	<b>Total</b>	<b>881</b>	<b>14</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	6	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE July 26, 2016
c. NAME AND TITLE Jay Sheehan, PE, Senior Vice President	

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)  
RFQ #2016-05

## PART II – GENERAL QUALIFICATIONS

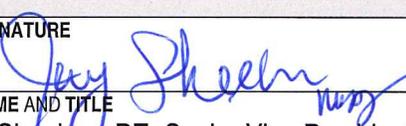
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Woodard & Curran			3. YEAR ESTABLISHED 1979	4. DUNS NUMBER 037708708
2b. STREET 41 Hutchins Drive			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Portland	2d. STATE ME	2e. ZIP CODE 04102	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Jay Sheehan, PE, Senior Vice President			7. NAME OF FIRM (If block 2a is a branch office) Branch Office	
6b. TELEPHONE NUMBER 203.605.3127	6c. E-MAIL ADDRESS jsheehan@woodardcurran.com			
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Administrative/MIS	112	50	A04	Air Pollution Control	6
08	CADD Technician	26	9	E09	Environmental Impact Studies	5
10	Sanitary Engineers	19	7	E12	Environmental Remediation	7
15	Civil Engineers	74	16	E13	Environmental Testing and Analysis	6
18	Cost Engineer/Estimator	5	5	G02	Gas Systems	6
19	Electrical Engineers	16	7	G04	Geographic Information Systems	3
23	Environmental Eng./Air Quality	80	18	H02	Hazardous Materials Handling and Storage	6
24	Environmental Scientist	37	6	I03	Industrial Waste Treatment	8
27	Mechanical Engineers	21	6	P04	Pipelines (Cross-country; Gas)	6
29	Geographic Information System	10	3	P12	Power Generation, Distribution, Trans.	6
30	Geologist	37	8	S04	Sewage Collection; Treatment; Disposal	7
34	Hydrogeologist	7	2	S07	Solid Wastes; Incineration; Landfill	5
36	Industrial Hygienists	7	1	S13	Stormwater Handling & Facilities	7
41	Hazardous Waste Specialists	10	2	W02	Water Resources; Hydrology; Groundwater	6
48	Project Manager	27	5	W03	Water Supply; Treatment; Distribution	7
50	Risk Assessor	5	1			
56	Specifications Writer	1	2			
59	Toxicologist	2				
62	Water Resources Engineer	10	1			
	Other Employees	375	59			
	<b>Total</b>	<b>881</b>	<b>208</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS	
(Insert revenue index number shown at right)	
a. Federal Work	6
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
1. Less than \$100,000	6. \$2 million to less than \$5 million
2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

<b>12. AUTHORIZED REPRESENTATIVE</b> The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE July 26, 2016
c. NAME AND TITLE Jay Sheehan, PE, Senior Vice President	

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)  
RFQ #2016-05

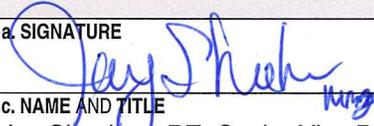
## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Woodard & Curran Engineering PA PC			3. YEAR ESTABLISHED 1979	4. DUNS NUMBER 037708708
2b. STREET 709 Westchester Avenue, Suite L2			5. OWNERSHIP a. TYPE Corporation	
2c. CITY White Plains	2d. STATE NY	2e. ZIP CODE 10604	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Jay Sheehan, PE, Senior Vice President			7. NAME OF FIRM (If block 2a is a branch office) Branch Office	
6b. TELEPHONE NUMBER 203.605.3127		6c. E-MAIL ADDRESS jsheehan@woodardcurran.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Administrative/MIS	112	4	A04	Air Pollution Control	6
08	CADD Technician	26		E09	Environmental Impact Studies	5
10	Sanitary Engineers	19		E12	Environmental Remediation	7
15	Civil Engineers	74	9	E13	Environmental Testing and Analysis	6
18	Cost Engineer/Estimator	5		G02	Gas Systems	6
19	Electrical Engineers	16		G04	Geographic Information Systems	3
23	Environmental Eng./Air Quality	80	5	H02	Hazardous Materials Handling and Storage	6
24	Environmental Scientist	37	5	I03	Industrial Waste Treatment	8
27	Mechanical Engineers	21	1	P04	Pipelines (Cross-country; Gas)	6
29	Geographic Information System	10	1	P12	Power Generation, Distribution, Trans.	6
30	Geologist	37		S04	Sewage Collection; Treatment; Disposal	7
34	Hydrogeologist	7		S07	Solid Wastes; Incineration; Landfill	5
36	Industrial Hygienists	7		S13	Stormwater Handling & Facilities	7
41	Hazardous Waste Specialists	10	1	W02	Water Resources; Hydrology; Groundwater	6
48	Project Manager	27		W03	Water Supply; Treatment; Distribution	7
50	Risk Assessor	5				
56	Specifications Writer	1				
59	Toxicologist	2				
62	Water Resources Engineer	10	1			
	Other Employees	375	9			
Total		881	77	36		

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	6	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE July 26, 2016
c. NAME AND TITLE Jay Sheehan, PE, Senior Vice President	

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)  
RFQ #2016-05

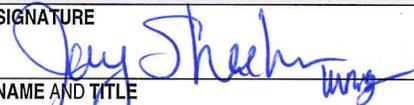
## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Woodard & Curran			3. YEAR ESTABLISHED 1979	4. DUNS NUMBER 037708708
2b. STREET 33 Broad Street, One Weybosset Hill, Floor 7			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Providence	2d. STATE RI	2e. ZIP CODE 02903	b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Jay Sheehan, PE, Senior Vice President			7. NAME OF FIRM (If block 2a is a branch office) Branch Office	
6b. TELEPHONE NUMBER 203.605.3127		6c. E-MAIL ADDRESS jsheehan@woodardcurran.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
01	Administrative/MIS	112	8	A04	Air Pollution Control	6
08	CADD Technician	26	3	E09	Environmental Impact Studies	5
10	Sanitary Engineers	19	1	E12	Environmental Remediation	7
15	Civil Engineers	74	13	E13	Environmental Testing and Analysis	6
18	Cost Engineer/Estimator	5		G02	Gas Systems	6
19	Electrical Engineers	16	1	G04	Geographic Information Systems	3
23	Environmental Eng./Air Quality	80	11	H02	Hazardous Materials Handling and Storage	6
24	Environmental Scientist	37	1	I03	Industrial Waste Treatment	8
27	Mechanical Engineers	21		P04	Pipelines (Cross-country; Gas)	6
29	Geographic Information System	10		P12	Power Generation, Distribution, Trans.	6
30	Geologist	37	1	S04	Sewage Collection; Treatment; Disposal	7
34	Hydrogeologist	7	2	S07	Solid Wastes; Incineration; Landfill	5
36	Industrial Hygienists	7		S13	Stormwater Handling & Facilities	7
41	Hazardous Waste Specialists	10		W02	Water Resources; Hydrology; Groundwater	6
48	Project Manager	27		W03	Water Supply; Treatment; Distribution	7
50	Risk Assessor	5				
56	Specifications Writer	1				
59	Toxicologist	2				
62	Water Resources Engineer	10	1			
	Other Employees	375	10			
	<b>Total</b>	<b>881</b>	<b>52</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	6	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE July 26, 2016
c. NAME AND TITLE Jay Sheehan, PE, Senior Vice President	

**EXHIBIT B**  
**ENTITY CRIME STATEMENT**

**SWORN STATEMENT PURSUANT TO SECTION  
287.133(3) (a),FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER  
OATHS.**

1. This sworn statement is submitted with RFQ #2016-05  
Submitted By Woodard & Curran Inc.  
Whose business address is: 3900 South Florida Avenue, Inverness, Florida 34452  
If applicable, its Federal Employer Identification Number (FEIN) is 01-0363222  
If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_
2. My name is Glenn Almquist and my relationship to the  
entity named above is Senior Vice President
3. **I understand that a “public entity crime”** as defined in Paragraph 287.133 (1)(g),  
Florida Statutes, means a violation of any state or federal law by a person with respect to  
and directly related to the transaction of business with any public entity or with an agency  
or political subdivision of any other state or of the United States, including, but not  
limited to, any bid or contract for goods or services to be provided to any public entity or  
an agency or political subdivision of any other state or of the United States and involving  
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material  
misrepresentation.
4. In understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b),  
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or  
without and adjudication of guilt, in any federal or state trial court of record relating to  
charges brought by indictment or information after July 1, 1989, as a result of a jury  
verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes,  
means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of  
the entity and who has been convicted of a public entity crime. The term “affiliate”  
includes officers, directors, executives, partners, shareholders, employees, members, and  
agents who are active in the management of an affiliate. The ownership by one person of  
shares constituting a controlling interest in another person, or a pooling of equipment or  
income among persons when not for fair market value under an arm’s length agreement,  
shall be a prima facie case that one person controls another person. A person who  
knowingly enters into a joint venture with a person who has been convicted of a public  
entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes,  
means any natural person or entity organized under the laws of any state or of the United

States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*James T. August*  
Signature

Sworn to and subscribed before me this 21<sup>st</sup> day of July, 2016

Personally known in state of Rhode Island, Providence County

OR Produced identification \_\_\_\_\_

Notary Public- State of Rhode Island

My commission expires: 1/3/2018

Joyce M. Quirk  
[printed, typed or stamped commissioned name of notary public]

**EXHIBIT C**

**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:

Woodard & Curran Inc.

Address: 3900 South Florida Avenue, Inverness, FL 34452

Signature:



Print Name: Glenn Almquist

Tel No: 800.426.4262

**EXHIBIT D**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Newberry City Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_ NO  X

**NAME(S)**

**POSITION(S)**

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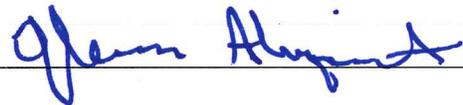
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Name of Firm: Woodard & Curran Inc.

Signature: 



**REQUEST FOR QUALIFICATIONS**

**CONTINUING PROFESSIONAL SERVICES**

**FOR**

**PUBLIC WORKS AND UTILITIES ENGINEERING SERVICES**

**Office of the Finance Director  
25445 West Newberry Road  
Newberry, Florida 32699**

**SUBMITTED BY:** \_\_\_\_\_  
**Name of Firm**

**BID DEADLINE: July 26, 2016, 2 pm**

**REQUEST FOR QUALIFICATIONS  
FOR  
PUBLIC WORKS AND UTILITIES ENGINEERING SERVICES  
FOR  
THE CITY OF NEWBERRY**

The City Of Newberry, Florida, under the provisions of Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act), seeks Statements of Qualifications (SOQ) from qualified firms to provide continuing Professional Public Works and Utilities Engineering Services. TO BE CONSIDERED, AN ORIGINAL AND ONE (1) COPY OF THE RFQ SHOULD BE SUBMITTED IN A SEALED PACKAGE, CLEARLY IDENTIFIED AS “**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES POOL**” TO THE ATTENTION - FINANCE DIRECTOR. RFQ MAY BE MAILED TO PO BOX 369, NEWBERRY, FLORIDA 32669 OR DELIVERED TO THE FINANCE DEPARTMENT’S OFFICE LOCATED AT 25445 WEST NEWBERRY ROAD, NEWBERRY, FLORIDA 32669. **ALL RFQ’s MUST BE RECEIVED BY 2:00 PM ON TUESDAY, JULY 26, 2016**

**OBJECTIVE**

This contract is intended to be a time saving device for in-house staff, project managers and inspectors and to augment staff in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects. This contract will allow the City to solicit proposals directly from the consultant for proposals for every project or task. The City, at any time, reserves the right to solicit separate proposals for any and all projects or tasks, regardless of fee or construction value. The City also reserves the right to solicit additional requests for qualifications for additional firms to award contracts. Selection by the City as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect of volume of work or fees. There are no limits on the amount of firms that may have contracts with the City. Work will be awarded to consultants based on consultant’s current workload or availability, expertise in the project area and previous work awarded. Work will not be awarded on a rotation system. All work will be awarded pursuant to the City’s purchasing policy and not specific thresholds.

A termination clause of thirty (30) days after official notice by the City will be included in the contract provisions; this is in addition to termination for cause, which may be of a shorter time. Insurance will be required at the time of execution of the contract in conformance with the Risk Management Requirements outlined in Exhibit "A". During the term of the contract, firm shall maintain in full force and effect at its own cost and expense the minimum insurance coverage outlined in Exhibit "A". Additionally, an executed Public Entity Crime Statement must accompany the Statement of Qualification Exhibit “B”.

**SCOPE OF SERVICES:**

The City of Newberry is requesting that qualified engineering consultants provide statements of interest in and qualifications to provide at a minimum, the following services regarding the Public Works and Utilities Continuing Contract for Professional Engineering Services:

1. Civil Engineering Design Services
2. Surveying

3. Structural Engineering Design or Evaluation
4. Regulatory Agency Permitting Assistance
5. Mechanical/Electrical Design or Evaluation
6. Hydrogeological Services
7. Geotechnical Services
8. Environmental Studies/Permits
9. Architectural Services
10. GIS Services
11. Construction Management/Inspection Services
12. Architectural Services
13. Automated Process Control Services
14. Professional Geologist
15. Financial Documentation/Rate Study Services
16. Subdivision plan review
17. Stormwater design and permitting
18. Roadway design and permitting
19. Feasibility Study services

Examples of the types of tasks anticipated to be within the scope of services include:

- System wide infrastructure planning and evaluation, including hydraulic and water quality computer modeling.
- Preparation of construction drawings, specifications and bid documents for Water/Wastewater/Stormwater and Roadway projects.
- Regulatory permitting and compliance issues, including monitoring, reporting and/or infrastructure needed to meet the current or upcoming requirements of the Federal Safe Drinking Water Act (SDWA), especially as related to:
  - Control/Reduction of Disinfection By-Products
  - Total Organic Carbon Removal
  - Lead/Copper Rule (Corrosion Control)
  - Residuals Management
  - Risk Management
- Raw water source protection
- Raw water supply infrastructure upgrade and expansion
- Treatment plant and plant additions/modifications
- Evaluation and recommendation of disinfection alternatives
- Upgrade and/or expansion of treated water storage and pumping infrastructure
- Upgrade and/or expansion of the residuals management infrastructure
- Upgrade and/or expansion of retail water system distribution infrastructure
- Staffing, chemical usage and energy optimization
- Assistance in conducting public hearings, workshops and presentation to community interest groups.
- General supply services, as requested, for any technical, contractual, Administrative and regulatory issues affecting the City's water system
- Other issues that may arise related to raw water quality, water treatment, storage, pumping, transmission, and distribution pipelines.
- System wide infrastructure planning and evaluation
- Regulatory permitting and compliance issues, including NPDES permit modification and/or renewal in compliance with the requirements of the

- Federal Clean Water Act (CWA) and/or related to State regulations.
- Upgrade or modification of existing SCADA system and evaluation of additional automation benefits and cost analysis.
- Upgrade and/or expansion of the Wastewater system infrastructure.
- Optimization of staffing, chemical usage, process control and energy usage at wastewater treatment facilities.
- Upgrade of equipment and mechanical systems in the Collections System and wastewater treatment facilities.
- Assistance in conducting public hearings, workshops and presentations to Community interest groups.
- Other tasks as determined necessary by the City within the limits of CCNA dollar maximums.

Insurance will be required at the time of execution of the contract in conformance with the Risk Management Requirements outlined in Exhibit “A”. During the term of the contract, the selected firm shall maintain in full force and effect, at its own expense, the minimum insurance coverage described in Exhibit “A”.

### **MINIMUM QUALIFICATIONS**

Consultants shall be readily accessible to the City of Newberry. Those firms requiring qualification in Site Investigations shall have local staff with a Bachelor of Science degree in the physical or natural sciences with extensive coursework in botany, biology and soil sciences and a minimum of three years of experience in environmental permitting. Staff doing wetlands work shall have Florida Department of Environmental Protection certifications or equivalent training in wetlands delineation. Consultants doing water column testing or sedimentation analysis shall have an FDEP approved laboratory and staff. All work done for the City will be supervised by City of Newberry staff. Those firms offering services in Constructed Facilities shall maintain professional liability insurance as required in Exhibit “A”.

### **SOQ SUBMITTAL REQUIREMENTS**

1. Standard Form 330
2. Description of firm’s qualifications for performing the work outlined in the Scope of Services. Specific information relative to similar work accomplished in the past, including cost information should be provided.
3. Team organization chart with summary of résumés of key personnel who will be assigned to the work detailed in the Scope of Services. Indicate past experience of the team members working together.
4. List all sub-consultants proposed along with qualifications. The City reserves the right to approve all sub-consultants.
5. Permitting/agency coordination experience.
6. Current workload and ability to deliver projects on time and within budget.
7. Proof of liability insurance and its limits.
8. Public Entity Crime Statement.
9. Proof of payment of City/County taxes or a letter from the Alachua County Tax Collectors Office stating no taxes are due.

### **LENGTH OF SERVICE**

This contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of the firms to provide and perform services to the City when and as needed by the City and shall continue and remain in effect until it is terminated as permitted and

authorized in the contract. Once qualified and an agreement has been signed, all firms chosen to provide professional services to the City must maintain their availability, and keep all licenses and insurance certificates current in order to continue their qualification.

### **EVALUATION OF QUALIFICATIONS**

Selection of firms will be in accordance with Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act). All firms meeting the minimum qualifications will be placed on the City's consultants list. Submittals will be evaluated using the following criteria:

1. Project Team
  - Management/organization
  - Demonstrated permitting experience
  - Demonstrated ability to meet schedule and budget
  - Demonstrated ability to maintain team integrity over time
2. Familiarity with the City Of Newberry
3. State and other nationally recognized certificates.
4. Previous professional services in the geographical area
5. Past performances with the City of Newberry government
6. Current workload
7. Availability of personnel and resources of the firm in the City of Newberry and ability to assimilate additional workload
8. Quality of submittal
9. References

### **TERMS AND CONDITIONS**

1. All submittals shall become the property of the City of Newberry.
2. Due care and diligence has been exercised in the preparation of this Request for Qualifications and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of the exposures.
3. All costs associated with the preparation of submittals are the responsibility of the respondent.
4. The City of Newberry reserves the right to reject any or all responses to the Request for qualifications, to waive any or all informalities and/or irregularities, to re-advertise with either an identical or revised scope and to cancel requirements in its entirety.
5. A response to this Request for Qualifications does not constitute a bid; therefore, the City of Newberry retains the right to contact any/all respondents after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

**EXHIBIT A**  
**CITY OF NEWBERRY RISK MANAGEMENT REQUIREMENTS**  
**FOR PROFESSIONAL SERVICES**

**CITY DEFINED**

The term CITY (wherever it may appear) is defined to mean the CITY itself, its Commission, officers, employees, volunteers, representatives and agents.

**OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

**HOLD HARMLESS**

The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence.

**PAYMENT ON BEHALF OF CITY**

The Other Party agrees to pay on behalf of the CITY, and to pay the cost of the CITY's legal defense, as may be selected by the CITY, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

**LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected. The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the CITY.

**DRUG FREE WORK PLACE REQUIREMENTS**

All contracts or purchase orders with individuals, or organizations that wish to do business with the City of Newberry shall require contractors, subcontractors, vendors or consultants to have a substance abuse policy that adheres to FS §440.102. In the event an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee shall be denied access to the City's premises and job sites. In addition, if the violation is considered flagrant by the City, and the City is not satisfied with the actions of the contractor, subcontractor, vendor or consultant's employees, the City can exercise its right to bar all of the contractor's,

subcontractor's, vendor's, or consultant's employees from its premises, or decline to do business with the contractor, subcontractor, vendor or consultant in the future.

All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy requirement shall be borne by the contractor, subcontractor, vendor, or consultant.

### **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the CITY, on policies and with insurers acceptable to the CITY. These insurance requirements shall not limit the liability of the Other Party. The CITY does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

**Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the CITY as an additional insured to the extent of the CITY's interests arising from this agreement, contract or lease. (General Liability and Business Auto)**

Except for workers compensation, the Other Party waives its right of recovery against the CITY, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the CITY and may be disapproved by the CITY. They shall be reduced or eliminated at the option of the CITY. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the CITY shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of CITY, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

### **Workers Compensation Coverage**

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile and Excess or Umbrella Liability Coverage**

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **Commercial General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CITY's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

## **ADDITIONAL INSURANCE**

### **Professional Liability/Malpractice/Errors or Omissions Insurance**

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

### **EVIDENCE/CERTIFICATES OF INSURANCE**

**Certificate Holder will be addressed as the City of Newberry, 25440 West Newberry Road, Newberry Florida, 32699. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto. Each Certificate will address the service being rendered to the City by the Other Party.**

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals. If requested by the CITY, the Other Party shall furnish complete copies of

the Other Party's insurance policies, forms and endorsements. For Commercial General Liability coverage the Other Party shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

**EXHIBIT B**  
**ENTITY CRIME STATEMENT**

**SWORN STATEMENT PURSUANT TO SECTION  
287.133(3) (a),FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with RFQ #2016-05  
Submitted By \_\_\_\_\_  
Whose business address is: \_\_\_\_\_  
If applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_
2. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_
3. **I understand that a “public entity crime”** as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. In understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United

States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]**

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped commissioned name of notary public]

**EXHIBIT C**

**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Tel No:

\_\_\_\_\_

**EXHIBIT D**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Newberry City Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a City employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_ NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**


Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

## **EXHIBIT E**

### **CONTRACT FOR PROFESSIONAL PUBLIC WORKS AND UTILITY CONTINUING CONSULTING SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF NEWBERRY, FLORIDA, a municipal corporation located at 25440 W. Newberry Road, mailing address P.O. Box 369, Newberry, Florida 32669, (herein referred to as “City”), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (herein referred to as “Consultant”).

#### **RECITALS**

The City desires to engage a consultant to provide it with professional services on an as-needed basis. The professional services may include, but are not limited to the following:

- a. Civil Engineering Design Services
- b. Surveying
- c. Structural Engineering Design or Evaluation
- d. Regulatory Agency Permitting Assistance
- e. Mechanical/Electrical Design or Evaluation
- f. Hydrogeological Services
- g. Geotechnical Services
- h. Environmental Studies/Permits
- i. Architectural Services
- j. GIS Services
- k. Construction Management/Inspection Services
- l. Architectural Services
- m. Automated Process Control Services
- n. Professional Geologist
- o. Financial Documentation/Rate Study Services
- p. Subdivision plan review
- q. Stormwater design and permitting
- r. Roadway design and permitting
- s. Feasibility Study services

The City has followed the selection and negotiation process required by the Florida Consultants Competitive Act established by Section 287.055, Florida Statutes (“Act”).

Pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide consulting services, when and as-needed, and when and as requested by the City, for any City projects, and desires to enter into this Contract (“Contract”) to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the Consultant shall perform services with respect to City projects only when, requested and authorized in writing by the City and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the Consultant for each separate project to be negotiated between the City and the Consultant and be defined and embodied in a separate Task Order to be sequentially

numbered beginning with Task Order \_\_\_\_\_. Each Task Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon the parties as to each Task Order.

The Contract is a continuing contract as defined in Section 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform professional services to the City when and as needed, but is subject to being terminated as provided for in this Contract.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between the parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
  - a. "CITY" means the City of Newberry, Florida and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.
  - b. "CONSULTANT" means the firm of \_\_\_\_\_, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Order.
  - c. "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the Consultant and its employees, and any and all sub-Consultants that the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Orders thereto.
  - d. "SUB-CONSULTANT" means any individual or firm offering professional services, which is engaged by the Consultant or sub-Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Orders thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Consultant and any sub-Consultant.
  - e. "PARTIES" means the signatories to this Contract.
3. **Engagement of the Consultant:** The City hereby engages the Consultant to provide the City with such consulting services with respect to any City Project, which from time to time, the City may request the Consultant to perform.
4. **Consulting Services:** The Consultant agrees to and shall render and perform such consulting services that shall include, but is not limited to the following:

- a. System wide infrastructure planning and evaluation, including hydraulic and water quality computer modeling;
- b. Preparation of construction drawings, specifications and bid documents for water/wastewater/stormwater and roadway projects;
- c. Regulatory permitting and compliance issues, including monitoring, reporting and/or infrastructure needed to meet the current or upcoming requirements of the Federal Safe Drinking Water Act especially as related to:
  - Control/Reduction of disinfection by-products
  - Total Organic Carbon Removal
  - Lead/copper rule (corrosion control)
  - Residuals Management
  - Risk Management
- d. Raw water source protection
- e. Raw water supply infrastructure upgrade and expansion
- f. Treatment plant and plant additions/modifications
- g. Evaluation and recommendation of disinfection alternatives
- h. Upgrade and/or expansion of treated water storage and pumping infrastructure
- i. Upgrade and/or expansion of the residuals management infrastructure
- j. Upgrade and/or expansion of retail water distribution infrastructure
- k. Staffing, chemical usage and energy optimization
- l. Assistance in conducting public hearings, workshops and presentations to community interest groups
- m. General supply services, as requested, for any technical, contractual, administrative and regulatory issues affecting the City's water system
- n. Other issues that may raise related to raw water quality, water treatment, storage, pumping, transmission, and distribution pipelines
- o. System wide infrastructure planning and evaluation
- p. Regulatory permitting and compliance issues, including NPDES permit modification and/or renewal in compliance with the requirements of the Federal Clean Water Act and/or State regulations
- q. Upgrade or modification of existing SCADA system and evaluation of additional automation benefits and cost analysis
- r. Upgrade and/or expansion of the wastewater system infrastructure
- s. Optimization of staffing, chemical usage, process control and energy usage at wastewater treatment facilities
- t. Upgrade of equipment and mechanical systems in the collection system and wastewater treatment facilities
- u. Advising elected officials and City staff on matters as may materially affect the City's infrastructure and public assets.
- v. Attend Public Meetings as directed.

- w. Any and all other necessary, requested, required or appropriate professional services as directed by the City Manager.
5. **Request for Specific Services:** The Consultant shall perform no services to the City until specifically requested to do so by the City. Each request for services to be rendered and performed by the Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the Consultant for such separate project to be negotiated and agreed upon between the City and the Consultant and defined by and embodied in a separate Task Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the City and the Consultant. All work shall be awarded pursuant to the City's purchasing policy.
6. **Term of Contract:** This Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of the Consultant to provide and perform services to the City when and as needed and requested by the City and shall continue and remain effective until it is terminated as permitted and authorized herein.
7. **Compensation and Method of Payment:** The City agrees to pay the Consultant compensation for its services rendered to the City for each specific services requested by the City in an amount and method negotiated between the City and the Consultant, which amount and method may be based on a lump sum plus reimbursable expenses (pursuant to Section 112.061, Florida Statutes), prevailing standard hourly rates plus reimbursable expenses as set forth in the attached Standard Fee Schedule (\_\_\_\_\_) or any other method as provided for in each Task Order.
8. **Insurance:** The Consultant agrees to and shall procure and maintain insurance during the term of this Contract as follows:
- a. Comprehensive general liability insurance covering as insured the Consultant and the City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
  - b. Worker's compensation insurance for the benefit of the employees of the Consultant, as required by the laws of the State of Florida as outlined in the RFQ;
  - c. Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability.
  - d. Before commencing any work under this Contract, or any Task Order, the Consultant shall furnish to the city a certificate or certificates in a form satisfactory to the City showing that the Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that

the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the City.

e. Coverage Schedule Minimums:

A. Workers' Compensation Florida	
Statutory Coverage and Employer's	\$100,000.00- each accident
Liability (including appropriate Federal Acts)	\$100,000.00- each employee \$500,000.00- policy limit for disease
B. Comprehensive General Liability	\$1,000,000.00- bodily injury each occurrence
	\$1,000,000.00- bodily injury aggregate
	\$1,000,000.00- property damage each occurrence
	\$1,000,000.00- property damage aggregate
C. Products- Completed Operations	\$1,000,000.00- aggregate
D. Business Auto Liability	Same as Comprehensive General Liability  (All autos- owned, hired or used)
E. Professional Liability	\$1,000,000.00 per occurrence
F. Excess or Umbrella Liability	Optional

Insurance contracts shall be procured by an insurer holding a current certificate of authority to Chapter 624 of the Florida Statutes. All coverage shall name the City as an additional insured. Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements at the Consultant's cost.

9. **Indemnity:** The Consultant agrees to and shall indemnify, and hold harmless the City and its offers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Consultant or its agents, employees,

or sub-contractors. The Consultant is not required hereunder to indemnify and hold harmless the City, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions or negligence of the Consultant, or by any sub-Consultant engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Orders thereto, and for any and damages, losses, and expenses to the City arising out of the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Orders thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify, defend, and hold the City harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Consultant during the providing, performing and furnish of services, work or materials pursuant to this Contract and any and all Task Orders thereto.
11. **License:** The Consultant agrees to and shall obtain and maintain throughout the period of this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to the Contract and any and all Task Orders thereto.
12. **Personnel:** The Consultant agrees that when the services to be provided under this Contract, or any Task Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and all Task Orders thereto.
13. **Timely Accomplishment of Services:** The Consultant agrees to employ, engage, retain, and/or assign and adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Orders thereto, will be provided, performed and completed in a diligent, continuous manner consist with sound professional practices.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and be any sub-Consultant engaged by the Consultant.
15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.
16. **Termination:** The obligation to provide either party upon ten days (10) notice hereunder may terminate services under this Contract or any Task Orders written notice in the event of substantial failure by the other party. In the event of any termination, the Consultant shall be paid for services performed to the date on which the Consultant receives the notice of termination. Notwithstanding anything herein to the contrary in this Contract or any Task Order hereto to the contrary, the City shall have the absolute right and without cause to terminate this Contract or any Task Order by giving the Consultant thirty days (30) notice of such termination. Upon such termination, the Consultant shall be paid for all services performed to the date of such termination.
17. **Independent Contractor:** It is understood and agreed that the Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the Consultant under this Contract and all Task Orders are, and shall remain, the property of the City, and shall be delivered to the City upon final completion of termination of the project covered by any specific Task Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the Consultant pursuant to this Contract and any specific Task Orders are

instruments of service in respect to the project and the City shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the Consultant. Any reuse will be at the City's sole risk and without liability or legal exposure to the Consultant.

**19. Public Records:** Pursuant to Florida Statute 119.0701 the parties agree to the following:

- (a) During the term of this Contract, the Consultant shall comply with the Florida Public Records Law, to the extent such law is applicable to the Consultant. If Section 119.0701, Florida Statutes is applicable, the Consultant shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform this service; (2) Provide the public with access to the public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential; (4) Meet all requirements for retaining public records and upon termination of this Contract, transfer, at no cost, all public records to the City, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (b) The Consultant shall keep and make available to the City for inspection and copying, upon written request by the City, all records in the Consultant's possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Consultant's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- (c) During the term of this Contract, the Consultant may claim that some or all of the Consultant's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Consultant in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Consultant shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Consultant as "Confidential Information."

- (d) The City shall promptly notify the Consultant in writing of any request received by the City for disclosure of the Consultant's Confidential Information and the Consultant may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Consultant shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Consultants shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Consultant's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Consultant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract, the provisions of this section shall continue to survive. The Consultant releases the City from all claims and damages related to any disclosure of documents by the City.
- (e) If the Consultant refuses to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Consultant's Confidential Information, then the Consultant waives its claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.
- (f) If the Consultant fails to comply with the Public Records Law, the Consultant shall be deemed to have breached a material provision of this Contract.

20. **Permits:** The Consultant shall obtain and pay for all necessary permits, permit application fees, licenses or other fees required.

21. **Approval of Plans and Documents by the City Not Deeded Release:** Approval of the City of any plans, drawing, documents, specifications, or work prepared or provided by the Consultant under this Contract and any specific Task Order shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be assumption of such responsibility by the City for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, agents, sub-Consultants.

22. **Effective and Binding:** The Contract shall not become effective or binding upon the City unless and until the City Commission of the City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution. Task Orders in the amount of \$5,000.00 or less will not require authorization except from the City Manager or his designee.

23. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in the event of any dispute between the City and the Consultant arising out of any interpretation of compliance with any of the terms, conditions, and requirements of the Contract, Alachua County, Florida shall be the proper venue for filing any lawsuits with respect to any such dispute.
24. **Prohibition Against Contingent Fees:** As required by Section 287.055(56), Florida Statutes, the Consultant warrants that he or she 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 had not paid or agreed to pay any person, company, corporation, individual, firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
25. **Attorneys' Fees and Costs:** In the event of default by either party pursuant to the terms of this Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
26. **Grant Funds:** It is anticipated that the City may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain City Projects, as well as providing funds for the cost of any specific city Project. The Consultant agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the City.
27. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the City had the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services, including additional qualified firms.
28. **Successor and Assigns:** Neither the City nor the Consultant shall assign, sublet or transfer any rights or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Consultant from employing such independent professional associates and consultants as the Consultant may deem appropriate to assist in the performance of services hereunder. Nothing in this

Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. It is understood and agreed that the City shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

29. **Interpretation:** The parties have participated in the drafting of all parts of this Contract, and have each had an opportunity to review this Contract with legal counsel. As a result, it is the intent of the parties that no portion of this Contract shall be interpreted more harshly against either of the parties as the drafter.
30. **Special Provisions:** It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the City to commence services on any City Project identified in any Task Order.

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The Consultant agrees that the City and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to any specific grant program or specific project under any Task Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the City makes final payment and all other pending matters are closed.

The Consultant has a "drug-free workplace" program, which will remain in effect.

31. **Sovereign Immunity:** Notwithstanding any other provision set forth in this Contract, nothing contained in this Contract shall be construed as a waiver of the

City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Contract for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Contract.

32. **Collusion:** Signing this Contract, the Consultant declares that this Contract is made without any previous understanding, Contract, or connections with any persons, professionals or corporations and that this Contract is fair, and made in good faith without any outside control, collusion, or fraud.
33. **Entire Agreement:** This Contract constitutes the entire agreement between the City and the Consultant and supersedes all prior written or oral understanding. This Contract may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. The Request for Qualifications is incorporated into this Agreement and made a part hereto.
34. **Contract and Task Order in Conflict:** Whenever the terms of this Contract conflict with any Task Order issues to it, the Contract shall prevail.
35. **Captions and Section Headings:** Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.
36. **Attachments:** All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.
37. **Non-Waiver:** The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right.
38. **Notice:** Except as otherwise provided in this Contract, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice the City's and Consultant's representatives are:

Mike New  
City Manager  
25440 W. Newberry Road  
Newberry, Florida 32669

**39. Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract for Professional Consulting Services as of the day and year first written above.

By: \_\_\_\_\_  
William Conrad, Mayor

By: \_\_\_\_\_  
Mike New, City Manager

ATTEST:

\_\_\_\_\_  
Judy Rice, City Clerk

By: \_\_\_\_\_

Approved as to legal form and content:

This \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016

\_\_\_\_\_  
S. Scott Walker, Attorney

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