CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES - CIVIL ENGINEERING

UTILITIES COMMISSION OF NEW SMYRNA BEACH, FLORIDA

SUBMITTED TO:
UTILITIES COMMISSION OF NEW SMYRNA BEACH | 200 CANAL STREET
NEW SMYRNA BEACH, FLORIDA

SUBMITTED BY:
MCKIM & CREED | DAYTONA BEACH, FLORIDA
386.274.2828 | MCKIMCREED.COM
April 5, 2018

Maureen Crossman, CPPB
Materials Manager
Utilities Commission
City of New Smyrna Beach
200 Canal Street
New Smyrna Beach, Florida 32168

RE: RSQ NO. 10-18
REQUEST FOR STATEMENT OF QUALIFICATION CONTINUING PROFESSIONAL SERVICES
CIVIL ENGINEERING

Dear Ms. Crossman and Members of the Selection Committee:

In order to provide the Utilities Commission of New Smyrna Beach (UCNSB) with qualified and effective engineering and consulting services under a continuing services contract, a consultant must present the following:

- extensive and diverse experience,
- proven success in delivering on-time projects,
- a local presence for rapid response,
- the ability to execute design approaches and work plans in-house,
- positive relationships with permitting agencies,
- and understanding of Florida environments and design standards.

McKim & Creed has been in the local area since 1994, previously as Briley, Wild, & Associates, and continues to serve many of the same clients today. These continued relationships are based on trust, client confidence, responsiveness, quality deliverables, timely delivery of services, and partnering with our clients to provide the best solutions to their project challenges.

The McKim & Creed team is enthusiastic about this chance to again support the UCNSB with any upcoming water, wastewater, reuse, or other infrastructure projects.

Project management and design services will be led from our Daytona Beach office supported by staff in eight additional offices throughout Florida. Our team has the financial strength, in-house capabilities and local presence to provide the UCNSB with the responsiveness and attention to detail for all assignments this contract requires.

LOCAL TEAM / McKim & Creed offers these qualifications through our local team of professionals who possess the experience and expertise needed to perform these services combined with the talented and experienced subconsultant team members, most of whom have worked either directly with the UCNSB in the past and/or with the surrounding area municipalities. Our team looks forward to the opportunity to continue to support the Commission’s staff as we have on previous projects. Our firm has gained working knowledge of the UCNSB procedures and working style over the past three years, and we look forward to building upon that experience to deliver quality projects to the Utilities Commission of New Smyrna Beach.

TEAM AND INDIVIDUAL QUALIFICATIONS / To continue to build on the successful working relationship already established with the UCNSB staff, Mr. Curtis Burkett, PE, LEED AP and Mr. Scott Spooner, PE will continue to serve as the Client Manager and Project Manager. Both Mr. Burkett and Mr. Spooner have gained a working knowledge and understanding of the UCNSB based on the three year working relationship established with staff and their review of the various systems and processes that the UCNSB operates. This knowledge relates to an immediate ability to provide detailed design services.

Additionally, our Daytona Beach office has expanded professional staff over the last two years and now possesses five (5) professional engineers whose design focus is on utility infrastructure engineering and plant/process design. Our design
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efforts are focused on the East Coast of Florida and continue to provide continuing engineering services to seven (7) of the governmental agencies on the coast, such as the City of Daytona Beach, Volusia County, the City of Ormond Beach, and the City of Palm Coast. This local knowledge will directly benefit the UCNSB through cost-effective designs, knowledge of local contractors and experience with local project cost estimating.

UNDERSTANDING THE UCNSB NEEDS / McKim & Creed is aware that the UCNSB completed a Water Resources Systems Master Plan 2016 update. Section 10 from this Master Plan Update identifies the Improvement Projects for the timeframes associated with the Short Term (<5 years), the Mid Term (5-10 years) and the Long Term (>10 years).

Our firm has specific, specialized experience with all types of projects noted within this Master Plan, as well as the local in-house design talent and project team to aggressively engage in professional services to assist the Commission in exceeding its short, mid and long term goals.

Examples of specific experience relate to:
WWTP/WTP Expansion and Upgrades as we recently did for the City of Palm Coast, the City of Ormond Beach, and Flagler County. That experience is also exhibited with the Lift Station Upgrades and Water Main Extensions that we completed for the City of Ormond Beach. Our firm also has real and relevant experience with RO Plant process design as well as 5-Stage Bardenpho process design and plant expansions, as evident by our work with the City of Palm Coast and Hillsborough County.

The entire McKim & Creed team is ready to support the UCNSB with upcoming projects, and is excited to have this opportunity to be considered for the Commission’s list of qualified professional engineering firms for this continuing services contract. McKim & Creed is available to answer any questions the Commission might have about our qualifications and our commitment to serving your utility and infrastructure engineering needs.

Respectfully Submitted,
McKim & Creed, Inc.

Curtis Burkett, PE, LEED AP
Assistant Vice President Engineering
CBurkett@mckimcreed.com
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McKim & Creed, Inc.
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Daytona Beach, FL 32114
386.274.2828  |  mckimcreed.com
QUALIFICATIONS DATA

SECTION I INCLUDES:

QUALIFICATIONS DATA
UNIQUE QUALIFICATIONS - ADDED VALUE
REPRESENTATIVE PROJECTS
PROJECT RELATED EXPERIENCE
QUALIFICATIONS DATA

McKim & Creed provides a full-service engineering services group in a regionally based firm. Our Florida operations were established in 1994 and since then, we have opened eight additional offices and have worked on thousands of potable water, wastewater, water and reclaimed water related projects throughout the state. Our consulting services throughout Florida include: water, wastewater, reclaimed water, stormwater, storage, water and wastewater plant upgrades, civil, instrumentation and controls, infrastructure renewal and replacement, and hydraulic modeling—with an emphasis on water and wastewater collection, treatment and distribution. With this arsenal of talent and experience, combined with our other divisions across the east coast of the United States, we have the demonstrated ability to continue to be your continuing services consultant for small to large projects of any type.

McKim & Creed’s project manager and key team members all have extensive experience working with the Utilities Commission of New Smyrna Beach (UCNSB), Florida, and are located in the Daytona Beach office.

With our history of working with the UCNSB and our understanding of the Commission’s processes and procedures, our firm will continue to deliver cost-effective, practical solutions in all tasks under the continuing professional services contract.

WATER DISTRIBUTION, TRANSMISSION, SUPPLY AND TREATMENT

McKim & Creed has been providing water engineering services to the local area for more than 68 years with the acquisition of Briley, Wild, and Associates in 1994—a reputable, well-known infrastructure firm which began in 1950.

Our knowledge in the field has expanded over time and our depth of experience continues to expand. Critical to any distribution system are the water mains that convey treated water to the end users. From location and accessibility, to obstructions and environmental impacts, no two are the same.

STRENGTH IN NUMBERS

What we do best

We work side-by-side with our clients to find complete solutions to the challenges they face—from funding to permitting to implementation and maintenance.

Our depth and breadth of in-house expertise separates us from our competitors. We have every major discipline required to complete your projects in-house and allow for seamless coordination.

We have a sustained ranking as one of Engineering News Record (ENR) Top 250 design firms and Top 200 Environmental Firms in the United States.

244 Engineering News Record Top 500 Design Firms

37 Continuing contracts within the State of Florida

116+ Employees located throughout Florida

2017 Florida APWA Consultant of the Year

MCKIM & CREED | Request for Statement of Qualification Continuing Professional Services RSQ NO. 10-18
Our project team has designed thousands of miles of utility mains ranging in size from 2-inches up to 60-Inches.

Recently, McKim & Creed designed three water treatment plant upgrades in the local area, two with innovative technologies. We continue to perform water quality and modeling for several Volusia County clients such as the City of Daytona Beach, the City of Ormond Beach, and the City of Palm Coast. Our design experience stretches from coast to coast with that depth of knowledge and experience, from master planning, modeling and well field analysis/design, to plant upgrades and new plant designs. Our water design capabilities are not limited to the above as we also provide water main replacement designs, booster pump stations, and subaqueous designs including Horizontal Directional Drill (HDD). McKim & Creed is a leader in the Florida market on HDD type projects with in-house HDD modeling and analysis, partnering with the leading drillers in the state to develop cost effective and constructible designs.

We are currently providing design services associated with water main utility design for the City of Palm Coast and Ormond Beach within the local area.

WASTEWATER COLLECTION, TRANSMISSION AND TREATMENT

As communities grow, so do the wastewater management needs. Even when growth may be limited by geographical boundaries, the needs of infrastructure continue to be a focal point. Utilities require efficient, reliable and cost-effective wastewater systems to keep up with the population growth, meet increasingly stringent government regulations and produce clean, safe effluent. McKim & Creed has provided various wastewater system improvements from master planning and modeling analysis, to plant upgrades and new plant designs.

McKim & Creed recently completed several SCADA master plans to optimize performance of collection and treatment facilities. We have also been successful in integrating water/wastewater operations to streamline operational issues. Our extensive knowledge of horizontal direction drill is being utilized from Palm Coast all the way to Key West—including the City of Daytona Beach and the City of Daytona Beach Shores.

The City of Clearwater is another example of our diverse abilities at the Marshall Street Wastewater Treatment Plant where services included a plan to stabilize the deterioration of the primary clarifier tanks, improve the biosolids treatment system, upgrade the generator, and improve and rehabilitate various treatment components.

From minor system repairs and replacements to major plant upgrades and new design, McKim & Creed bring the local expertise and knowledge to address the needs of the UCNSB in this area of work.

McKim & Creed understands that the current status of both the water and wastewater treatment plants is in good shape as it relates to the ability to provide the needed capacity for the foreseeable future. As stated previously, we have the talent to assist the Utilities Commission in maintaining these systems in operation until such time as their replacement is necessary.

Furthermore, our firm is positioned to partner with the Utilities Commission when the time comes for the expansion and/or replacement of your critical treatment plant facilities. Our firm has extensive experience in every step of the process necessary for the planning, design, bidding and construction of a new treatment facility for either water or wastewater.

Most recent treatment facility projects:

<table>
<thead>
<tr>
<th>Location</th>
<th>Facility Type</th>
<th>Capacity (mgd)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF PALM COAST</td>
<td>Zero Liquid Discharge WTP</td>
<td>7.6</td>
</tr>
<tr>
<td>FLAGLER COUNTY</td>
<td>Plantation Bay WTP</td>
<td>0.475</td>
</tr>
<tr>
<td>FLAGLER COUNTY</td>
<td>Plantation Bay WTP</td>
<td>0.475</td>
</tr>
<tr>
<td>CITY OF BUNNELL</td>
<td>R/O WTP</td>
<td>0.999</td>
</tr>
<tr>
<td>DUNES CDD</td>
<td>R/O WTP Expansion</td>
<td>1.44</td>
</tr>
</tbody>
</table>

The City of Palm Coast – ZLD WTP project was the 2015 FWEA Water Reuse Project of the Year. This unique project recovers and treats nearly 100 percent of the concentrate produced at the water plant on Citation Boulevard, saving up to 1.2 million gallons of water per day. Previously, that water had to be discharged to a surface water body.

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McKim & Creed is currently providing the City of Daytona Beach...
design for a 2.0 mgd Reuse Storage Tank and associated pump station to assist the City in keeping up with their Westside reuse demand.

Another example of our reclaimed water capabilities is our part in the expansion of Manatee County, Florida’s reclaimed water system, McKim & Creed designed three new pumping facilities and one segment of the system’s proposed reclaimed water transmission mains linking the new pump stations. We work closely with our clients to meet the needs of the market and identify end-users, which include hospitals, industrial users, etc. We also provide cost-effective upgrades to existing facilities to extend useful life and Renewal and Replacement (R&R) dollars.

Waterhub at Emory University, Atlanta, GA is an innovative reclaimed water project and APWA award winner.

Our firm also provided the City of Palm Coast with an R/O Plant design that utilized the concentrate from the plant in order to reuse the by-product within the system, thus expanding the reuse water availability.

SITE ENGINEER/GENERAL CIVIL ENGINEERING

Mr. Curtis Burkett, PE, LEED AP has been practicing civil engineering within the local area for over three decades. He brings a diverse background of design experience as Project Manager, and has delivered award-winning solutions throughout the years on various roles and projects—from the early days of doing site plans to working within various cities on Streetscapes, such as the award-winning “Canal Street Streetscape,” the City of Daytona Beach Magnolia Avenue Streetscape, and various urban design projects.

Mr. Burkett has also played a key role in managing large-scale development projects such as Venetian Bay, Hunter’s Ridge, and various other mixed-use developments. Not only does he possess site development knowledge, but also stormwater and roadway design expertise. His most recent project for the City of Ormond Beach, Hand Avenue Collector Road Upgrade, won the “2013 Top Ten Design Award” from the National Stormwater Solutions Magazine. His ability to manage projects of diverse size and complexity, and his Low Impact Development (LID) knowledge, make him an exceptional member of the McKim & Creed team for civil related projects, backed by the same depth of expertise in modeling, master planning and stormwater design as the other disciplines within the firm.

Lift Station No. 10 Improvements, Daytona Beach, FL

LIFT AND PUMP STATIONS

With 103 lift stations throughout the UCNSB service area, reliability and longevity for each station is key.

In total, our proposed core project team members possess over 100 years of experience and have completed the design or rehabilitation of over 30 lift stations within the past 10 years.

We also understand that it takes a multi-disciplined effort to successfully carry out a lift station project. As such, our project team includes McKim & Creed’s in-house expertise in structural, electrical, I&C and HVAC engineering. Every utility within the State of Florida experienced the impacts of Hurricane Matthew and Hurricane Irma. As a result of these experiences, it became more evident how vulnerable lift stations within a utility system can be when it comes to flooding and power outages.

McKim & Creed has been working with several of our Florida clients to upgrade their lift station facilities to address future flood conditions, many of which will also address sea level rise (SLR).

Lift Station 10 and 12 Rehabilitation, Ormond Beach, FL

We are currently working with the City of Palm Coast to design...
and install 30 permanent generators throughout the City. We have also worked with the City of Ormond Beach on FEMA HMGP applications to help find funding for lift station rehabilitations to address flood and SLR conditions.

Recently, McKim & Creed has been under contract with the City of St. Petersburg to provide smoke testing of the City’s wastewater collection system. Through this process, our firm has been able to identify and correct significant infiltration volume into the system and capture thousands of gallons of capacity each day at the City’s WWTP. In turn, the savings the City is receiving from this additional capacity has more than paid for the design services of our firm.

McKim & Creed’s in-house renewal and rehabilitation team understands the challenges of aging infrastructure and the need for the UCNSB to maintain reliable utility assets. Our team will work with the UCNSB to develop tools to identify and predict failures before they occur. Failures could include pipe breaks, power outages or equipment failures. Our team includes in-house civil, structural, mechanical, electrical and instrumentation & control engineers who are experienced in assessing existing wastewater and reuse water facilities.

Our expertise includes:

- Inflow/Infiltration (I/I) Analysis
- Flow Monitoring
- Hydraulic Modeling
- Sewer System Evaluation Surveys (SSES)
- CCTV Pipeline Inspection
- GPS Location
- Subsurface Utility Engineering (SUE)
- Infrastructure Rehabilitation Design
- Construction Administration

R&R CAPABILITIES

Wastewater infrastructure in the United States serves 190 million people through more than 16,000 plants and 600,000 miles of pipeline. But much of that infrastructure is in disrepair and/or in need of replacement.

McKim & Creed’s renewal and replacement (R&R) specialists can help you address your aging infrastructure issues, from a triage approach that identifies and treats the most critical areas of concern, to full-system R&R that restores structural integrity, reduces I/I situations, and reinstates system efficiency, effectiveness and regulatory compliance.
The Utilities Commission of New Smyrna Beach is seeking a qualified team with the depth of municipal utility planning, finance, design, permitting and construction experience needed for this continuing contract. Previously we outlined the main areas of a utility department, however, our firm's ability goes beyond a typical firm. Below we have outlined our experience with ancillary aspects of utility infrastructure systems that could be included under this contract. These include: Reuse Expansion/Effluent Management; Asset Management; Optimization; Resiliency Planning; Capacity, Management, Operations and Maintenance (CMOM); Stakeholder Outreach; Emergency Planning; and SCADA Master Planning.

Unique Qualifications—Added Value

**Reuse Expansion/Effluent Management**

In recent years, algae blooms along waterways on the east coast of Florida have driven effluent discharges into the spotlight, casting a negative public perception on discharges into public waterways. This has garnered enough attention to support tax hikes and state/federal funding to support reducing nutrient loading to the Indian River Lagoon. The UCNSB should consider the expansion of the reuse system to meet current and expanding regulatory requirements, as well as to demonstrate the UCNSB's continued commitment to be conscientious environment stewards.

Expansion of the UCNSB's reuse system can also be evaluated as a potential revenue source. Rates are expected to increase to meet the ever-changing regulatory environment.

Our team is uniquely positioned to assist the UCNSB in evaluating reuse expansion options both within and beyond the Commission's current service area. For example, expanding the system to include FDOT medians on SR44 and SR45 and further expansion to industrial users as previously identified can help with meeting projected demands. This and other delivery, storage or functional options (i.e., reuse injection to mitigate salt-water intrusion) can be evaluated.

Our firm and the project team members represented in our proposal offer the diverse and specific experience that is essential to providing innovative and cost-effective effluent management and reuse recommendations.

**Comprehensive Plan Policy 6.b requires the UCNSB to encourage existing commercial and residential users to install reclaimed water mains. Our team is available to identify opportunities for expanding the reuse system and work to strengthen or form regional alliances.**

**Optimization**

The UCNSB may also want to consider developing an energy management program to evaluate current and future energy uses at its facilities. Energy costs make up a significant portion of the operations and maintenance budget, and should be minimized to maintain rates and improve system sustainability.

An energy management program is a systematic approach for identifying ways to conserve, reduce or offset power costs through procedural changes, technology improvements and the replacement of equipment. Our team would work with UCNSB staff to identify "major users" of electricity. This baseline data would be reviewed with the operations staff, and a plan would be developed to evaluate opportunities for improvement.

Energy costs are one of the key variables that impact the UCNSB's operating budget. Our firm will work with the Commission's staff to identify and implement energy (and chemical) reduction opportunities.

The use of EPA's Energy Use Assessment Tool (EUAT), specialized Excel spreadsheets or other off-the-shelf models can be used. Our team would initially use Biowin to evaluate wastewater treatment process efficiencies and then develop a plan to minimize both energy and chemical consumption.

Improvement plans could be developed for areas that represent the greatest opportunity for savings or return on investment. The plans will include provisions for progress tracking and reporting.

Robert Garland is an Envision™ credentialed professional who will support the UCNSB in the development of a sustainable energy management program.

**Capacity, Management, Operations and Maintenance (CMOM)**

Our team is experienced in developing CMOM programs for wastewater, water and reclaimed water systems with the goal of identifying and mitigating risks to human health and the environment. In addition to identifying current risks, the plan will also provide the UCNSB a tool to identify, monitor and mitigate potential risks on a continuous basis. Employees are our...
We recommend the use of EPA Document 305-B-05-022 as a guide for developing the program. The document was published by the EPA to form the basis of self audits by utilities. Our team can work with UCNSB staff to perform the initial audit and to develop necessary Standard Operating Procedures (SOP) to continue a successful program. The program can be rolled into the UCNSB’s asset management or O&M work order system to provide a holistic and safe approach for managing and operating the wastewater, water and reclaimed water systems.

We can work with the Commission’s staff to conduct the initial audit, obtain concurrence from all stakeholders and develop an annual self-audit checklist to ensure a successful CMOM program.

**STAKEHOLDER OUTREACH**

McKim & Creed will work side-by-side with the UCNSB on every program issue. We will attend, participate and support your efforts and will be your partner in interfacing with the commissioners and the public or other stakeholders; we are available to stand in for the Commission’s staff whenever necessary. Curtis Burkett and other members of our leadership team have extensive experience in presenting issues to elected officials and citizen groups. We are skilled in presenting complicated issues in an understandable and non-technical fashion. In addition, other members of the McKim & Creed team have been trusted partners to our clients in meetings with regulatory parties and are adept at resolving complicated issues. Our proactive participation will create transparency and maintain public confidence throughout this project.

**EMERGENCY PLANNING**

Our staff is experienced in assisting communities in obtaining funding through FEMA Hazard Mitigation Assistance Programs. FEMA has five programs that fund hazard mitigation projects applicable to wastewater and water utilities.

Some programs can be implemented before a disaster strikes and others after a disaster is declared. For the latter, the key is being positioned to quickly apply for funds while they are available. FEMA can fund up to 75% of eligible costs of each mitigation project.

Our team can work with the UCNSB to identify potential FEMA funding sources and position the UCNSB for future grant moneys.

APTIM can assist the UCNSB, if desired, in an evaluation of current emergency response plans, policies and procedures to protect the UCNSB’s assets and the safety of its workers during storm events. CIP projects that are related to FEMA-funded resiliency and hardening projects also have the potential to be rolled into the 75% grant program. Our team is available to develop a plan to protect the UCNSB’s assets and optimize federal grant/funding opportunities.

**SCADA MASTER PLANNING**

Our in-house team of instrumentation & controls (I&C), SCADA and electrical engineers can work with the UCNSB to develop SCADA standards as part of these continuing contract activities. Our team can also provide full or partial SCADA master planning services as part of this contract or future work orders.

McKim & Creed provided stand-alone SCADA Master Plans for Sarasota County and Hillsborough County. The scope of work included developing SCADA standards, conducting field condition assessments and providing recommendations for integrated, real-time data. The plans ultimately reduced operating costs, optimized operating efficiencies and improved system reliability.

At McKim & Creed, we understand and appreciate the need of our clients to adhere to published schedules and to be cost effective with each project. In a partnership kind of way, we are all representing the citizens that we serve and respect being able to remain on schedule and cost effective. We strive to be effective in both of these areas when working for all of our clients. This is one of the main reasons why we have continuous professional relationships with so many of our clients. The following section will provide you with a better understanding of how important this element is to our firm and what we do for our clients in order to address these two areas.
SCHEDULE & COST MANAGEMENT

SCHEDULE MANAGEMENT

McKim & Creed's increased depth of resources, coupled with the resources of our subconsultant teaming partners, offers the flexibility to make any needed adjustments in our staff allocations to keep the UCNSB’s projects on track. This is an important aspect of working in today’s fast-changing environment. Over the last few years, we have worked closely with clients to meet ever-changing schedules of projects driven by the change in funding availability, drastic population swings and growth forecasts, regulatory changes, and the quickly changing priorities of elected officials.

McKim & Creed places a high priority on remaining flexible and quickly adjusting to meet project needs and schedules.

COST MANAGEMENT

McKim & Creed is keenly aware of our clients’ concerns about costs, as this issue is the most widely discussed topic on our customer surveys. We have a number of strategies which we typically employ to control costs, including:

- Production of clear, understandable construction documents
- Design projects that promote cost reductions (including design innovations)
- Minimization of construction risk by the contractors to minimize opportunities for change orders
- Maximization of competition during bids (both materials and construction)

The development of an opinion of probable construction cost is a standard procedure on most projects designed by McKim & Creed. Selected members of the project team will analyze historical bid data and current market trends to complete the cost opinion. We have extensive experience in completing cost opinions to facilitate the determination and control of the final project cost. We believe one of the best indicators of a quality design is when the final project cost is under the engineer’s estimate.

SCHEDULE MANAGEMENT PLAN

We understand the challenges and effort required to plan, develop, track and implement your Capital Improvement Program (CIP) and the impacts project schedule slippage and budget overruns can have on successfully meeting that plan. For this reason, McKim & Creed is committed to meeting your budgets and deadlines.

We will maintain regular communications with the UCNSB, key stakeholders, regulatory agencies and all of our partners throughout the life of each assignment. These communications will include regularly scheduled staff meetings, progress meetings, milestone meetings, special purpose meetings, correspondence, and telecommunications with all team members to keep the entire project team aligned with the scope, schedule and budget.

Through this regular communication, we can quickly identify any schedule or budget issues and take appropriate actions to immediately mitigate and keep the project on budget and schedule. Once the lines of communication are established and the scope, schedule and budget are well defined, McKim & Creed will implement our proven project approach and project controls to stay on task, budget and schedule throughout the duration of the project. Frequently reviewing the progress of the project helps to ensure that we maintain our schedules.

Project controls are an imperative part of a successful project. To meet your project schedules, we have a proactive approach to managing projects from scoping through construction.

Our project manager compares monthly updates to the original Software applications as the first tool of managing project schedules.

McKim & Creed utilizes PlanTrax® as an internal control to develop the scope of work, including project tasks, personnel, budgets, and schedule. PlanTrax® is an Excel®-based project management software that employs the earned value approach to assess budget and schedule status throughout the duration of the project.

Our project manager compares monthly updates to the original project schedule to show if the project is ahead or behind schedule. As a complement to PlanTrax, we will review our accounting software, BST®, to closely track project expenditures.

Through these controls, McKim & Creed can quickly identify and resolve issues early, which is the key to controlling schedule performance.

The second tool is regular project coordination meetings.

Every Monday morning, McKim & Creed conducts a weekly project-scheduling meeting with all project managers to ensure resources are assigned and available to keep all projects on schedule.
As part of this meeting, we utilize an Excel®-based master schedule to track project milestones, progress of each project, and weekly staff assignments. We look weeks ahead to make sure resources are allocated appropriately. In addition to the office meeting, the assigned project manager holds a regular project-specific coordination meeting with the project team members to discuss project progress, assignments, design considerations, upcoming submittals, schedule and budget.

Our last tool is our management net.

Every project is unique and not all issues can be anticipated using software tools.

On occasion, a project schedule will show signs of slipping, but we have the necessary management staff and procedures in place to minimize or eliminate the impacts to the project.

If it appears there may be schedule slippage, Mr. Burkett will convene immediately to develop a plan to ensure the project scope, schedule and budget are met, including allocating additional qualified resources to meet the project deadlines, looking for opportunities to move future tasks forward to accelerate the project, or conduct quality control reviews in parallel to design production.

Although it is preferable for the project to move along at a nice even pace, each of these strategies will help to reduce the project duration if and when necessary.

**MANAGING PROJECT SCHEDULES**

**#3 CAPITAL COST CONTROLS**

Over the last several years, we have been developing a comprehensive database of bid tabs from our own internal projects and those provided by our clients. This database is being used to provide material cost averages and historical trends for projects to help control and predict project costs and to develop cost-effective designs. In addition, we have a number of strategies that we employ to control and track construction costs, including:

- Production of clear, concise construction documents
- Innovative design approach to promote cost reductions
- Work with contractors to develop cost effective construction approaches
- Work with contractors/vendors on construction estimates to assure accuracy
- Minimization of construction risk to the contractors
- Maximization of competition during bids (both suppliers and contractors)
- Review of the cost trends in the *Engineering News Record*

An example of accurate cost estimating is the City of Palm Coast’s ZLD project. The table below demonstrates our accurate preparation of opinion of probable construction costs, as the top three bids for the project were within 1.5% of our opinion.

<table>
<thead>
<tr>
<th>Cost</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opinion of Probable Construction Cost</td>
<td>$9,680,000</td>
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<tr>
<td>Bid #1</td>
<td>$9,542,000</td>
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<tr>
<td>Bid #2</td>
<td>$9,631,450</td>
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<tr>
<td>Bid #3</td>
<td>$9,675,494</td>
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Palm Coast WTP No. 2 Concentrate Zero Liquid Discharge Project

**CONSTRUCTION PHASE CONTROLS**

During the course of the project, our construction team meets weekly to discuss upcoming construction activities and to review project budgets and schedules. McKim & Creed uses the same internal project controls for the construction phase as used during the design phase of the work. **Our construction phase budgets are compared to the contractor's progress to verify there are sufficient funds remaining to complete the construction services.**

To track the construction progress, McKim & Creed maintains a set of plans reflecting the contractor's progress and compares it to each request for payment. Once these have been verified, the contractor's progress can be compared to the project schedule. In the interest of a successful construction project for all parties:

**McKim & Creed believes in working hand-in-hand throughout the entire project with the construction team to reach win-win solutions. This approach to construction management results in high quality successful projects.**

In keeping with the construction management approach, if a project appears to be falling behind schedule, McKim & Creed would work with the contractor to look for ways to expedite the project schedule. Additionally, if necessary, all project changes will be value-engineered to look for a more cost-effective solution.

**ASSET MANAGEMENT**

The UCNSB owns and operates one (1) treatment facility, 55 miles of force mains, 140 miles of gravity mains, 2,700 manholes, and 103 lift stations. A significant portion of this infrastructure exceeds 50 years in age and requires rehabilitation, upgrading, repurposing and/or upsizing to meet future growth demands, address current and anticipated regulatory compliance issues, and provide system reliability and redundancy.

System upgrades and expansions have been prioritized in the 2016 Master Plan update that protects the UCNSB's investment while maintaining an affordable rate structure. However, our team is experienced in developing and implementing asset management programs that will expand on this basic master plan.
and prioritize expenditures.

**RESILIENCY PLANNING**

Our team can also work with the UCNSB to evaluate the impacts of sea level rise and/or current hurricane storm-surge levels. We recommend that at least a “desktop” study be developed as part of an asset management program to make sure that today’s facilities are being planned, designed and constructed to meet future environmental conditions. This could include a simple comparison of the operating conditions of each lift station with various hurricane storm-surge elevations. **Today’s 100-year storm event will be tomorrow’s 10-year storm event!**

The above is a general overview of the firm’s qualifications. In anticipation of the UCNSB’s upcoming infrastructure project, we have included a sample of relevant previous experience. Detailed project descriptions follow, along with references for each project. Additional similar projects completed within the past ten years are summarized in Table 2.1 following the descriptions.
MCKIM & CREED HAS A VAST AMOUNT OF PROJECTS SIMILAR TO THE ONES NORMALLY PERFORMED UNDER A GEC TYPE CONTRACT, AS WELL AS THOSE NOTED WITHIN THE UCNSB UTILITY MASTER PLAN UPDATE. WITHIN THIS SECTION, MCKIM & CREED WOULD LIKE TO EXHIBIT THE SIMILAR PAST EXPERIENCE WE HAVE AS A FIRM AND TO SHOW HOW OUR PROJECTS ARE SIMILAR TO THE ONES THAT THE UCNSB MAY BE SEEKING DURING THE COURSE OF THIS CONTRACT.

Table 1.1 has been chosen to exhibit the following, at a minimum:

<table>
<thead>
<tr>
<th>REPRESENTATIVE PROJECT NO.</th>
<th>CLIENT AND PROJECT NAME</th>
<th>RELEVANCE TO UCNSB RFQ REQUEST</th>
<th>PROJECT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WATER, TREATMENT PLANT DESIGN</td>
<td>City of Bunnell Ion Exchange Plant</td>
<td>Ion Exchange WTP</td>
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<tr>
<td>2</td>
<td>WASTEWATER, TRANSMISSION MAIN</td>
<td>City of Daytona Beach – Halifax River Sanitary Sewer Force Main</td>
<td>30-inch Force Main</td>
</tr>
<tr>
<td>3</td>
<td>PIPING, DISTRIBUTION, TRANSMISSION, MISCELLANEOUS SITE PLANNING</td>
<td>City of Daytona Beach Orange Avenue</td>
<td>Multiple utility systems designs and replacement for potable water, wastewater and reuse</td>
</tr>
<tr>
<td>4</td>
<td>REUSE WATER</td>
<td>City of Ormond Beach Lift Station 10M and 12M Rehabilitation</td>
<td>System modeling, analysis, planning and recommendations</td>
</tr>
<tr>
<td>5</td>
<td>WASTEWATER, PUMPING, TRANSMISSION</td>
<td>City of Daytona Beach Lift Station 10 and Infrastructure Improvements</td>
<td>Preliminary Design Report, complete 11.5 mgd lift station replacement with 30-inch force main</td>
</tr>
<tr>
<td>6</td>
<td>WATER, DISTRIBUTION</td>
<td>City of Ormond Beach Raw Water Transmission Main</td>
<td>12-inch raw water main design</td>
</tr>
<tr>
<td>7</td>
<td>WATER, HYDRAULIC MODELING, MASTER PLANNING</td>
<td>City of DeLand Water System Hydraulic Model update and Master Plan Update</td>
<td>Modeling and Master Planning with 5-year CIP development for a 20-year overall plan</td>
</tr>
<tr>
<td>8</td>
<td>WATER, DISTRIBUTION</td>
<td>City of Ormond Beach 2-inch Galvanized Water Main Replacement</td>
<td>Multi-phase water main distribution system replacement</td>
</tr>
<tr>
<td>9</td>
<td>WASTEWATER, TREATMENT</td>
<td>Flagler County Plantation Bay WWTP Improvements</td>
<td>WWTP Expansion and Upgrades</td>
</tr>
<tr>
<td>10</td>
<td>WASTEWATER, TREATMENT</td>
<td>Hillsborough County – Design Criteria Professional for Northwest Water Reclamation Facility Expansion</td>
<td>WWTP Expansion and Upgrades</td>
</tr>
</tbody>
</table>
The City of Bunnell received an FDEP Consent Order due to the failure to meet the maximum contaminant levels required for disinfection byproducts, specifically TTHMs. McKim & Creed performed screening analysis for various treatment technologies, pilot testing, preliminary design, final design, and permitting. Additionally, McKim & Creed provided bidding, construction and post-construction services.

Initial screening analyses and preliminary design indicated the most effective option for the City was an innovative first-of-its-kind ion exchange co-removal water treatment process. The approach implemented an ion exchange plant to remove TOC in order for disinfection by-products to comply with regulatory requirements. The design also included an ion exchange softening process, concurrent with the TOC removal, to improve water quality by reducing hardness. In addition to the ion-exchange process, other design elements included dual media gravity filter, clear well, transfer pumps, chemical feed, disinfection, electrical engineering and instrumentation and control. McKim & Creed also provided assistance to the city for both USDA Rural Grant and SRF funding for the project.

**AWARDS:**

- 2015 Excellence in Construction, Associated Builders and Contractors
- 2015 Honor Award (Water/Wastewater Category), Design-Build Institute of America Florida Region
- 2016 FL APWA Project of the Year (Environmental Under $5 Million), FL APWA

As of 2015, the City of Bunnell Ion Exchange Plant was the only one within the state of Florida.

**REPRESENTATIVE PROJECTS**

**BUNNELL ION EXCHANGE PLANT**

**PROJECT DETAILS**

**OWNER:**
City of Bunnell

**CONTACT:**
Mr. Dan Davis
201 W. Moody Boulevard
Bunnell, FL 32110
ddavis@bunnellcity.us | (727) 562-4827

**DATES OF SERVICE:** 2012 - 2016

**COMPLETED ON SCHEDULE:** ✓

**BID AMOUNT:** $4,326,436

**FINAL CONSTRUCTION COST:** $4,860,000*

*owner added items
HALIFAX RIVER SANITARY SEWER FORCE MAIN

McKim & Creed provided the City of Daytona Beach with a capacity analysis, design, permitting and construction services for a new 30-inch subaqueous force main that crosses under the Halifax River (Intracoastal Waterway) from the beachside service area to the Bethune Point Wastewater Treatment Plant (BPWWTP) in order to replace the outlived existing 24-inch force main. The new force main enables the City of Daytona Beach to manage increasing demands on the system, and accommodate planning for two new hotel resorts. The project was designed to employ Horizontal Directional Drilling (HDD), and the design included pipe vertical and horizontal curve data, utility relocations, maintenance of traffic (MOT) requirements, road restoration and locations of temporary/ permanent construction easements.

<table>
<thead>
<tr>
<th>PROJECT DETAILS</th>
</tr>
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<tbody>
<tr>
<td>Representative Project 2</td>
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<tr>
<td><strong>Halifax River Sanitary Sewer Force Main</strong></td>
</tr>
<tr>
<td><strong>OWNER:</strong> City of Daytona Beach</td>
</tr>
<tr>
<td><strong>CONTACT:</strong> Ms. Shannon Ponitz, PE</td>
</tr>
<tr>
<td>125 Basin Street, Suite 130</td>
</tr>
<tr>
<td>Daytona Beach, FL 32114</td>
</tr>
<tr>
<td><a href="mailto:ponitzs@codb.us">ponitzs@codb.us</a></td>
</tr>
<tr>
<td><strong>DATES OF SERVICE:</strong> 2015 - 2018</td>
</tr>
<tr>
<td><strong>COMPLETED ON SCHEDULE:</strong> ✓</td>
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</table>

<table>
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<tr>
<th><strong>BID AMOUNT:</strong> $ 4,303,961</th>
<th><strong>FINAL CONSTRUCTION COST:</strong> $ 4,344,896.66</th>
</tr>
</thead>
</table>

DAYTONA BEACH ORANGE AVENUE

The City of Daytona Beach desired to replace the water and sewer utilities on Orange Avenue between Nova Road and U.S. Hwy. 1 as well as install a reclaimed water main prior to the scheduled roadway resurfacing project on Orange Avenue. McKim & Creed provided design and bidding services for the water and sewer main and service replacements, and was responsible for obtaining permits from: Volusia County, Florida Department of Transportation, Florida Department of Environmental Protection, and the Florida East Coast Railroad.

The Project included the replacement of more than 12,000 feet of Force Main, Water Main, Gravity Sewer, and Reclaimed Water Main within a crowded urban corridor. The project also involved permitting and traffic control for a Volusia County right-of-way permit and a major railroad crossing permitted through the (FECRR) Florida East Coast Railroad.

<table>
<thead>
<tr>
<th><strong>PROJECT DETAILS</strong></th>
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<tbody>
<tr>
<td>Representative Project 3</td>
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<tr>
<td><strong>Daytona Beach Orange Avenue</strong></td>
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<tr>
<td><strong>OWNER:</strong> City of Daytona Beach</td>
</tr>
<tr>
<td><strong>CONTACT:</strong> Mr. Frank Van Pelt</td>
</tr>
<tr>
<td>950 Bellevue Avenue</td>
</tr>
<tr>
<td>Daytona Beach, FL 32114</td>
</tr>
<tr>
<td><a href="mailto:vanpeltf@codb.us">vanpeltf@codb.us</a></td>
</tr>
<tr>
<td><strong>DATES OF SERVICE:</strong> 2010 - 2017</td>
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<td><strong>COMPLETED ON SCHEDULE:</strong> ✓</td>
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</table>

<table>
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<tr>
<th><strong>BID AMOUNT:</strong> $ 11,396,504</th>
<th><strong>FINAL CONSTRUCTION COST:</strong> $ 11,735,865*</th>
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</thead>
<tbody>
<tr>
<td>*owner added items</td>
<td></td>
</tr>
</tbody>
</table>
McKim & Creed performed professional engineering services for the rehabilitation of Lift Stations 10M and 12M for the City of Ormond Beach. This rehabilitation project included a condition assessment of the structural components and an evaluation of the mechanical, electrical, and SCADA/I&C equipment to make a determination on which components were in need of replacement, repair, or could continue to be in service. McKim & Creed performed this site analysis to make the appropriate determinations and worked closely with City staff in order to understand any budget constraints that might impact the rehabilitation. Revision to codes and standards that would impact the rehabilitated facilities and improve worker safety were also evaluated, including ASCE 24 and NFPA 820.

These two lift stations are submersible stations and have been in operation for well over 30 years. The review of each station took into consideration the overall structure of each lift station, the wetwell, the electrical components, valve box, instrumentation and controls, as well as the aesthetics of each station location. After the completion of the site analysis, McKim & Creed provided the City with construction documents that moved through the various phases of design (30%, 60%, 90% and 100%). With each phase submittal, we also provided an updated cost estimate so the City could understand any financial impacts that might occur due to upgrading equipment. Cost estimates were performed using AACE practices. McKim & Creed also provided the City with full permitting of both stations and assisted the City as both projects moved through the bidding process. Our firm was responsible for handling the project bidding elements, from the pre-bid meeting to providing the City with bid review and an award recommendation letter. McKim & Creed handled all construction administration for the City.

These two lift stations are part of an ongoing effort by the City of Ormond Beach for lift station rehabilitation throughout the City. McKim & Creed has performed similar services on several lift stations over the past three years and will continue to provide this service until all stations have been brought up to current standards.

**PROJECT DETAILS**

**OWNER:**
City of Ormond Beach

**CONTACT:**
Mr. Michael Dunn, PE
22 South Beach Street
Ormond Beach, FL 32175
dunnm@ormondbeach.org
(386) 676-3583

**DATES OF SERVICE:** 2016 - 2017

**COMPLETED ON SCHEDULE:** ✓

**LIFT STATION 10M AND 12M REHABILITATION**

**PROJECT DETAILS**

**OWNER:**
City of Ormond Beach

**CONTACT:**
Mr. Michael Dunn, PE
22 South Beach Street
Ormond Beach, FL 32175
dunnm@ormondbeach.org
(386) 676-3583

**DATES OF SERVICE:** 2016 - 2017

**COMPLETED ON SCHEDULE:** ✓

**BID AMOUNT:** $300,000

**FINAL CONSTRUCTION COST:** $251,392
Lift Station No. 10, constructed in 1979, is located in the City of Daytona Beach and is one of the City’s largest lift stations. There are several large-scale institutional and commercial projects in the planning stages within the wastewater service area surrounding Lift Station No. 10. The station did not have the capacity to pump wastewater generated by the planned expansions. Given these developments, the City authorized McKim & Creed to develop and evaluate alternative solutions for upgrades and expansion of Lift Station No. 10. The Lift Station No. 10 Analysis Report prepared by McKim & Creed provided alternatives for upgrades and expansion of the facility.

The project was divided into three parts. Part A was the design and construction of a new triplex, wet pit/dry pit, 4000-gpm (each), pump station with a firm pumping capacity of 11.5 mgd. The existing station was demolished after the new facility was constructed. In addition to the new triplex pumps, the facility incorporated a standby generator, HVAC, controls and instrumentation and site improvements.

Part B was the design and construction for converting an existing 30-inch PCCP raw water main to a sewage force main. The reactivation required the incorporation of a cured-in-place pipe (CIPP) structural liner to the inside face of the concrete pipe. The liner was approximately ½-inch thick, thereby reducing the inside diameter of the pipe by only 1 inch. The total length of the Part B project approximated 10,000 feet long, with 8,400 feet of the total length associated with the CIPP lining.

Part C was the design and construction of approximately 9,500 feet of new 30-inch force main. This portion of the project included two bore and jack installations, including one 300-foot long crossing under I-95. Two horizontal directional drills were also considered, one which was 750 feet long crossing 30 feet under the Tomoka River. In all, the estimated construction cost for the three parts was $11 million. Lift Station 10 is capable of handling existing and future flows to the year 2040.

**PROJECT DETAILS**

**Representative Project 5**

**LIFT STATION 10 AND INFRASTRUCTURE IMPROVEMENTS**

**OWNER:** City of Daytona Beach  
**CONTACT:** Ms. Shannon Ponitz, PE  
125 Basin Street, Suite 130  
Daytona Beach, FL 32114  
ponitzs@codb.us | (386) 671-8825  
**DATES OF SERVICE:** 2011 - 2015  
**COMPLETED ON SCHEDULE:** ✓

**BID AMOUNT:** $10,879,905  
**FINAL CONSTRUCTION COST:** $10,627,116
McKim & Creed provided design services for the installation of 3,000 feet of 12-inch raw water main, designed specifically so that the raw water from the wells on Division Avenue would be directed to the reverse osmosis portion of the City's water treatment plant. Before the implementation of the project, the raw water along Division Avenue flowed to both the reverse osmosis and lime softening areas within the plant. The goal of this project was to separate the poorer-gravity Division Avenue well flow, and direct it to the reverse osmosis system. In addition to the raw water main, an 8-inch water main and 2-inch force main were designed to serve a future environmental learning center opened by the City.

**DIVISION AVE. RAW WATER TRANSMISSION MAIN**

**PROJECT DETAILS**

**OWNER:**
City of Ormond Beach

**CONTACT:**
Mr. John Noble, PE
22 South Beach Street
Ormond Beach, FL 32175
noble@ormondbeach.org
(386) 676-3269

**DATES OF SERVICE:** 2013 - 2016

**COMPLETED ON SCHEDULE:** ✓

**BID AMOUNT:** $ 433,991

**FINAL CONSTRUCTION COST:** $ 461,549*

*owner added items

McKim & Creed completed a hydraulic evaluation of the City of DeLand's water system. The objective of this project was to construct a water system model for ongoing internal planning, analyses and operational applications. This project involved construction of a water model of the City's existing potable water system for all known distribution piping, and included water demand allocations, steady state pressure verification, and evaluation of the existing and future (2030) systems. A technical memorandum was completed summarizing the findings. McKim & Creed's hydraulic modeling services included evaluating the City's system to meet future projected demands, recommended future distribution system improvements, and determining feasible entry points for future alternative water supplies. McKim & Creed was then tasked with updating the City's water system master plan, which included historical and projected populations and water demands, inventory and evaluation of existing water plant infrastructure and capacity, and projected system improvements. The master plan provided a schedule of proposed improvements and costs for an immediate five-year period as well as an overall 20-year plan.

**HYDRAULIC MODELING/MASTER PLANNING**

**PROJECT DETAILS**

**OWNER:**
City of DeLand

**CONTACT:**
Mr. Keith Riger, PE
1102 S. Garfield Avenue
DeLand, FL 32724
rigerk@deland.org
(386) 626-7197

**DATES OF SERVICE:** 2012 - 2014

**COMPLETED ON SCHEDULE:** ✓

**BID AMOUNT:** $ 70,990

**FINAL CONSTRUCTION COST:** N/A
McKim & Creed provided engineering design, surveying services and construction administration to replace existing 2-inch galvanized water mains in the area north of Granada Boulevard which has been designated as the North Peninsula project area.

The design included abandonment or removal of the existing galvanized pipe, installation of new water main, new valves, installation of new service lines from the new main to the existing meter boxes, transfer of water service to the new water main, and installation of new fire hydrants. Construction phase services were provided, including a pre-construction conference, shop drawing reviews, progress meetings, pay estimate reviews, periodic construction observations, and review of as-builts.

**PROJECT DETAILS**

**Representative Project 8**

**2-inch Galvanized Water Main Replacement**

**Owner:** City of Ormond Beach

**Contact:**
Mr. Shawn Finley, PE
22 South Beach Street
Ormond Beach, FL 32175
finley@ormondbeach.org
(386) 615-7047

**Dates of Service:** 2014 - 2016

**Completed on Schedule:** ✓

**Bid Amount:** $1,505,000

**Final Construction Cost:** $1,505,000

**Representative Project 9**

**PlANTATION BAY RO WTP IMPROVEMENTS**

McKim & Creed is providing engineering services that include design, permitting, bidding, construction and SCADA system review to improve the Plantation Bay Water Treatment Plant. The plant is being redesigned to employ the Reverse Osmosis (RO) process to improve water quality by removing disinfection byproducts and other contaminants more effectively than the previous process. The improved facility will have an average daily flow of 500,000 gpd with a standby of 250,000 gpd and allowance for future expansions. Electrical systems and motor controllers are being replaced, but the existing operations building, clear well, ground storage tank, hydropneumatic tank, and high service transfer pump station will remain in place.

McKim & Creed is also providing engineering services under an addition to this contract for Flagler County/City of Bunnell’s Plantation Bay Wastewater Treatment Facility that is under a Consent Order from FDEP to improve process and effluent reliability to meet Florida Administrative Code (FAC) Class I Reliability standards.

**Project Details**

**Owner:** Flagler County

**Contact:**
Mr. Richard Gordon, PE
1769 East Moody Boulevard, Ste 209
Bunnell, FL 32110
rgordon@flaglercounty.org
(386) 313-4046

**Dates of Service:** 2016 - 2018 (Design)

**Completed on Schedule:** ✓

**Bid Amount:** $4,700,000

**Final Construction Cost:** TBD
McKim & Creed worked with Hillsborough County to develop a site master plan for its Northwest Hillsborough Wastewater Consolidation Program, and a design criteria package (DCP) for the expansion of its Northwest Regional Water Reclamation Facility (NWRWRF). The 10 mgd facility is being expanded to 30 mgd, and unit operations will include headworks, BNR basins, clarifiers, filters, disinfection system, reclaimed water, and reject water. Site plan work consisted of coordinating the expansion of the facility along with the development of a new connector road that required integration of the stormwater system with area wetlands. Our team performed this work, mitigating the wetlands, and also identifying land within the corridor for development.

Our team continues to support the County through various site planning, engineering design and construction administration services. Specific professional services provided by the McKim & Creed team include: wastewater and biosolids process engineering; structural, geotechnical, electrical, transportation, and environmental (wetlands) engineering; SCADA; site planning; land development; trail design; public information; and value engineering.

**Representative Project 10**

**Design Criteria Professional for NWRWRF Expansion**

**Bid Amount:** $192,175,000

**Final Construction Cost:** $207,107,476*

*expanded scope of services

Comparisons of the "bid amounts" and the "final constructed costs" of the representative projects demonstrate the effectiveness of our team’s QA/QC during design, the high quality of our Contract Documents and our ability to manage and resolve conflicts during construction.
### PROJECT RELATED EXPERIENCE

Table 2.1 provides a summary of additional similar projects completed within the past ten years.

McKim & Creed has been providing services to the Florida Market since 1994. During this time we have performed thousands of projects for municipal and governmental clients only. Though our list of project related experience is lengthy, we have captured a few examples of various project types and what each one provided in the way of design services to show our depth of knowledge and expertise and what our firm can bring to the Utilities Commission of New Smyrna Beach.

### TABLE 2.1 - ADDITIONAL SIMILAR PROJECTS

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>PLANT UPGRADES &amp; EXPANSION</th>
<th>WATER PRODUCTION, DISTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLAGLER COUNTY - WWTP UPGRADE</td>
<td>0.50</td>
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<tr>
<td>FLAGLER COUNTY - WTP R/O PLANT UPGRADE</td>
<td>0.75</td>
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<tr>
<td>DUNES COMMUNITY DEVELOPMENT DISTRICT - WTP EXPANSION (REV. OSMOSIS)</td>
<td>1.44</td>
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<tr>
<td>CITY OF BUNNELL - ION EXCHANGE - WTP</td>
<td>1.00</td>
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<tr>
<td>CITY OF ORMOND BEACH - WATER PLANT PUMP AND CONTROLS UPGRADES</td>
<td>12.0</td>
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</tr>
<tr>
<td>CITY OF ORMOND BEACH - WATER PLANT AERATOR REHABILITATION</td>
<td>12.0</td>
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<tr>
<td>CITY OF BUNNELL - PRODUCTION WELL, AERATOR AND GROUND STORAGE TANK</td>
<td>1.00</td>
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<td>CITY OF DELAND - WATER SYSTEM MASTER PLAN MODEL</td>
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<tr>
<td>CITY OF PALM COAST - SOUTHERN WELLFIELD PHASE II</td>
<td>16&quot;</td>
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<tr>
<td>CITY OF PALM COAST - EQUIP WELL 43R AND RAW WATER MAIN IMPROVEMENTS</td>
<td>8&quot;</td>
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<tr>
<td>CITY OF ORMOND BEACH - DIVISION AVENUE WATER TRANSMISSION MAIN</td>
<td>12&quot;</td>
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</table>
### Project Name

#### Wastewater, Transmission

<table>
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<tr>
<th>Project Description</th>
<th>Pump Size / Plant Capacity (MGD)</th>
<th>Line Size (in)</th>
<th>Infrastructure Evaluation/Design</th>
<th>Site Planning</th>
<th>Rehabilitation</th>
<th>Hydraulic Modeling</th>
<th>Headworks</th>
<th>Odor Control</th>
<th>Biological Process</th>
<th>Filtration</th>
<th>Reclaimed Water</th>
<th>Electrical</th>
<th>Structural</th>
<th>Instrumentation &amp; Control</th>
<th>Permitting</th>
<th>Bidding Services</th>
<th>Construction Services</th>
<th>Programming</th>
<th>Start Up &amp; Training</th>
<th>Record Drawings</th>
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<tbody>
<tr>
<td>City of Daytona Beach - Halifax River Subaqueous Force Main</td>
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</tbody>
</table>

#### Wastewater, Reuse, Storage

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Pump Size / Plant Capacity (MGD)</th>
<th>Line Size (in)</th>
<th>Infrastructure Evaluation/Design</th>
<th>Site Planning</th>
<th>Rehabilitation</th>
<th>Hydraulic Modeling</th>
<th>Headworks</th>
<th>Odor Control</th>
<th>Biological Process</th>
<th>Filtration</th>
<th>Reclaimed Water</th>
<th>Electrical</th>
<th>Structural</th>
<th>Instrumentation &amp; Control</th>
<th>Permitting</th>
<th>Bidding Services</th>
<th>Construction Services</th>
<th>Programming</th>
<th>Start Up &amp; Training</th>
<th>Record Drawings</th>
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#### Wastewater, Pumping, Transmission

<table>
<thead>
<tr>
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<th>Line Size (in)</th>
<th>Infrastructure Evaluation/Design</th>
<th>Site Planning</th>
<th>Rehabilitation</th>
<th>Hydraulic Modeling</th>
<th>Headworks</th>
<th>Odor Control</th>
<th>Biological Process</th>
<th>Filtration</th>
<th>Reclaimed Water</th>
<th>Electrical</th>
<th>Structural</th>
<th>Instrumentation &amp; Control</th>
<th>Permitting</th>
<th>Bidding Services</th>
<th>Construction Services</th>
<th>Programming</th>
<th>Start Up &amp; Training</th>
<th>Record Drawings</th>
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<tbody>
<tr>
<td>City of Ormond Beach - Lift Stations 10M and 12M</td>
<td>Duplex</td>
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<td>City of Ormond Beach - Lift Station 8M-1</td>
<td>Duplex</td>
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<tr>
<td>City of Ormond Beach Lift Stations 3M, Tomoka Meadows and Ashford Lakes</td>
<td>Duplex</td>
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<td>City of Palm Coast - Pump Station D Improvements</td>
<td>Duplex</td>
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<tr>
<td>City of Palm Coast - Matanzas Woods Master Pump Station</td>
<td>Triplex</td>
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<tr>
<td>City of Palm Coast - FEMA Backup Power to 30 Lift Stations</td>
<td>N/A</td>
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</table>
CONSULTANT'S UNDERSTANDING

SECTION II INCLUDES:

CONSULTANT'S UNDERSTANDING

PROJECT MANAGEMENT APPROACH AND QA/QC PROCEDURES
CONSULTANT’S UNDERSTANDING

Whether it is supporting the Utilities Commission of New Smyrna Beach (UCNSB) by planning upgrades and future expansions, force main design, water main extension, lift station rehabilitations, providing permitting services, surveying, hydraulic modeling, or instrumentation, our team is built to support UCNSB’s needs.

Having worked previously with the Utilities Commission of New Smyrna Beach, we are familiar with the UCNSB’s existing systems and working procedures. This knowledge leads to cost savings, time savings, and higher level quality in meeting the Commission’s goals and objectives. Our two previous projects with the UCNSB have been successful, and we look forward to continuing the relationships and work which have become so important to our firm.

PROJECT TEAM ROLES

Getting the right team for utility projects is the first step in exceeding your expectations. Part of the strength of McKim & Creed is our ability to use in-house talent for most utility projects. We have selected our best engineers and construction management team members and coupled them with experienced sub-consultants with particular expertise in the scope of services for this contract, providing extensive knowledge and relative experience that will result in a smooth and efficient process that exceeds your expectations.

The Improvement Projects for the timeframes associated with the Short Term (<5 years), the Mid Term (5-10 years) and the Long Term (>10 years) identified in the Master Plan are all within the expertise and experience possessed by the McKim & Creed team.

Our firm has specific, specialized experience in all types of projects noted within your Master Plan and have the local in-house design talent and project team with recent past experience. Some examples of that recent experience are the following:

<table>
<thead>
<tr>
<th>CITY OF ORMOND BEACH</th>
<th>Raw Water Main Extension</th>
<th>17,000 Linear Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLAGLER COUNTY, PLANTATION BAY</td>
<td>Wastewater Treatment Plant Upgrade</td>
<td>Provide redundancy, upgrades and address Consent Order from FDEP for a 0.5 mgd WWTP</td>
</tr>
<tr>
<td>CITY OF PALM COAST</td>
<td>Matanzas Woods Parkway Master Pump Station and Force Main</td>
<td>4,000 feet of 12-inch force main and 4,000 feet of 16-inch force main; Master Pump Station</td>
</tr>
<tr>
<td>CITY OF ORMOND BEACH</td>
<td>Lift Stations 10M and 12M Rehabilitation</td>
<td>Replace equipment; upgrade structural components of the wet well and valve box; upgrade electrical and aesthetic features of the stations</td>
</tr>
</tbody>
</table>

The overall team will be led by Mr. Curtis Burkett, PE, LEED AP, who brings over three decades of design and project management experience to the UCNSB. His first experience in the local area was with the Canal Street Streetscape project that was completed for the UCNSB back in 1993. That award winning project remains an iconic symbol of successful partnerships working together for a common goal. Since that time, Mr. Burkett has continued to be a part of many local projects that have made significant impacts on the area including the Daytona Beach International Airport Expansion, and Venetian Bay and Ormond Beach's award winning Hand Avenue Utility and Road Upgrade. Mr. Burkett is aware that his success was coupled with the talent of team members who were able to work together in conjunction with the client to bring a client vision to reality.

CONTRACT APPROACH

Given the diversity of project types that the UCNSB could assign under this contract, we feel that it is vital that a solid approach to the overall contract be developed first. Being well acquainted with continuing contracts of this nature, we know what is most important.

To successfully manage a continuing contract, it takes a knowledgeable and dedicated team. At McKim & Creed we put an emphasis on our Management Team, recognizing that any contract can only be as successful as the management team is responsive. For this reason we have assembled the local team of Mr. Burkett and Mr. Ralph, as presented in Section III. We view our management team as an extension of the Utilities Commission of New Smyrna Beach. Throughout the duration of the contract, they will be the face of McKim & Creed to the UCNSB, readily available to meet with staff and address any needs that may arise. Our management team will also provide the UCNSB with reliable and timely responses to questions. With one call to either Mr. Ralph or Mr. Burkett, the UCNSB will have access to the full expertise of the entirety of our firm. If Mr. Ralph or Mr. Burkett are unable to answer a question on the spot, they know exactly who to call, beginning with the team technical leads, to provide the UCNSB with a technically-sound answer in a timely manner. Mr. Ralph and Mr. Burkett bring together a balance between experience (57 years combined utility experience) and cost-control to provide the UCNSB with quality deliverables at a cost-effective price.

GENERAL PROJECT APPROACH

With such a wide variety of services requested, it is vital to have a complete team that is ready and able to address any needs the UCNSB may have. Our team organization (presented in Section III) provides the UCNSB with flexibility and expertise in every scope item requested. The Management team will meet with UCNSB staff before every work assignment to determine the specific project needs in order to ensure the right team members are assigned to the project. To provide an example of our overall project approach, consider a process evaluation/upgrade. These are the steps we would take:
The Management Team will first meet with UCNSB staff at your WRF west of I-95 to gain a full understanding of the project needs. At a minimum, the meeting will:

- include available UCNSB staff from the Engineering Department and Plant Operations group.
- focus on the specific project needs, including gathering pertinent information (such as pictures, motor horsepower, unit processes, etc.).

From that conversation, the Management Team will establish and notify the pertinent team members and schedule a kick-off meeting. It is important to note that our kick-off meeting will include all team members, from the process lead to subconsultants and the designer/drafter. We feel that gaining buy-in from all members early-on is vital to a successful project.

The Management Team will then set up an internal meeting with our lead Process Engineer (Joseph Viciere) to discuss the specifics of the evaluation/upgrade. During this meeting we will:

- review the project goals and objectives and begin to create a project flow chart of assignments and responsibilities for project success.

Parallel to these meetings, the Management Team will prepare the scope and fee and submit it to the UCNSB. Once the contract is fully executed, the project will kick off and our standard project protocols (see General Project Management and Task Execution portion of this section) will be put into place.

This is just one example to provide the UCNSB with our approach to each individual project from a contract standpoint. Our approach will remain consistent whether for a plant type project or a CIP utility type project.

**GENERAL PROJECT MANAGEMENT AND TASK EXECUTION**

McKim & Creed will provide responsive and dependable service to the Utilities Commission of New Smyrna Beach. We, like our competitors, have standard project approaches that we follow to ensure each project is completed to the best of our ability. We have provided that information below. One thing that we feel sets us apart from our competitors is that we provide the same level of attention to detail no matter how big or small the assignment. For each assignment, we focus on four key items:

**01 CONSTRUCTABILITY**

Each design must be carried out with attention to detail and an eye for constructability. A design that creates constructability issues is a waste of the UCNSB’s time and money. Every project of ours is reviewed by our in-house licensed contractor to provide input specific to constructability.

*Conflicts are resolved during design, not construction*

**02 OPERABILITY**

Providing an end product that is easy to operate and does not create more work for staff is vital. With one current and one former licensed WWTP operator on staff, as well as a Project Manager who began his career in a field operations group, we give special attention to making sure each project is operable. As important as ease of operation is, we place a greater emphasis on ensuring our projects are safe for operations and maintenance staff.

*Operator-friendly and safe work environments*

**03 FLEXIBILITY**

Our solutions must not only meet today’s needs and regulations, but also be able to meet future regulatory conditions. With expertise in all aspects of conveyance and treatment, we will provide the UCNSB with solutions that not only meet today’s needs, but are also flexible enough to meet tomorrow’s regulations. A perfect example is our in-house wastewater chemistry expertise in Joseph Viciere. Joseph has a history of making sure treatment processes can be easily adjusted to meet more stringent regulatory demands.

*Design with the future in mind*

**04 SUSTAINABILITY**

McKim & Creed is on the leading edge of resiliency and infrastructure hardening. We provide our clients with sustainable solutions, balancing initial capital costs with the recovery costs if infrastructure fails. As an example, we recently provided the City of Sarasota with design services for a major lift station replacement. While FDEP required the infrastructure to be constructed at 10’ elevation, our analysis drove the lift station to be elevated to 26’ to protect it from wind and storm surge impacts from a Category 3 hurricane.

*Resilient solutions increase levels of service while protecting ratepayer investments*
PROJECT MANAGEMENT APPROACH AND QA/QC PROCEDURES

MANAGING SCHEDULE AND BUDGET

McKim & Creed has an outstanding record of success on projects with tight schedules being performed on time and within budget. Our team has thrived on projects with compact schedules. Additionally, we believe one of the best indicators of a quality design is when the final project cost is under the engineer’s estimate.

SCHEDULE

As a company, we are accustomed to meeting our schedule. We do this through effective communication and QA/QC procedures that ensure we meet our agreed upon deadlines. We also have a history of successfully completing assignments with shortened schedules to accommodate our clients needs.

COST

Winning bids on our projects average 10% below the Engineer’s Estimate of Probable Cost, allowing projects to be completed well within budget. Additionally, change orders on our projects account for well less than the national average of 7% of the bid amount, a testament to our attention to detail during design and our QA/QC procedures.

GENERAL PROJECT APPROACH

PRELIMINARY ENGINEERING ACTIVITIES

✓ Aerial and/or land survey
✓ Accumulation and review of existing and proposed data
✓ Evaluation of alternative project materials, equipment and processes
✓ Preliminary estimate of construction cost/budget constraints

FINAL DESIGN ACTIVITIES

✓ Preparation of the plans and specifications
✓ Progress reporting to the County Project Manager
✓ 30%, 60%, and 100% review meetings with the County staff, as necessary
✓ Project Performance Plan updates
✓ Updated estimates of construction cost at each stage of completion
✓ Preparation and submittal of permit applications

BIDDING ASSISTANCE

✓ Conducting pre-bid conference
✓ Review of bids
✓ Address bidder questions
✓ Investigation of low bidder qualifications
✓ Investigation of bid irregularities

AVAILABLE CONSTRUCTION ENGINEERING AND OBSERVATION EFFORTS

✓ Assistance in awarding the contract
✓ Conducting the pre-construction conference
✓ Providing advice and consultation
✓ Reviewing/approving partial pay requests
✓ Conducting monthly progress meetings
✓ Record drawings
✓ Maintaining construction records
✓ Issuing supplemental drawings
✓ Reviewing shop drawings and other submittals
✓ Test verification
✓ Rejecting defective materials/installations
✓ Full-time construction observation
✓ Final inspection and punch list
✓ Certification of completion

✓ Basis of Design Report
✓ Funding sources
✓ Goals and objectives
✓ Maintenance of Traffic plans, if applicable
✓ Coordination with other utilities
✓ Value engineering (budget control)
✓ Preparation of addenda
✓ Report on bid and recommendation for award

MCKIM & CREED | Request for Statement of Qualification Continuing Professional Services RSQ NO. 10-18 27
:: STAFFING REQUIREMENTS

SECTION III INCLUDES:

STAFFING REQUIREMENTS

ORGANIZATION CHART

DEPTH OF EXPERIENCE

KEY PERSONNEL

SUBCONSULTANTS
STAFFING REQUIREMENTS

OUR TEAM HAS THE CAPACITY TO MEET ALL OF THE NEEDS OF THE UTILITIES COMMISSION OF NEW SMYRNA BEACH.

For the purpose of this contract, we have selected Mr. Curtis Burkett, PE, LEED AP as Client Manager. Mr. Burkett brings to the project team more than 32 years of diverse civil engineering experience. He is a resident of Volusia County with extensive experience relating to project management, project planning design and permitting, as well as handling bidding and construction phase services.

Mr. Mark Ralph, PE will serve as Project Manager. Mr. Ralph offers more than 25 years of experience providing professional engineering services that relate specifically to the type of work performed through a GEC contract.

Mr. Burkett is supported by staff located in our Daytona Beach, DeLand, and Palm Coast offices, as well as our subconsultants:

APTIM provides pre- and post- mitigation planning and emergency response services for municipalities and is currently working with water and wastewater utilities across Florida to receive FEMA funding from the Hazard Mitigation Grant Program (HMGP) for post-irma recovery, funding that includes up to 75% grants to harden facilities for future storm events.

Modica & Associates (M&A) has over 25 years of experience throughout central Florida providing full-service ecological consulting services.

ATS Land Surveying, LLC provides land surveying services and engages in a wide variety of land surveying projects, with roots grounded in projects focused on utility infrastructure design as well as the associated construction of these projects.

Connect Consulting, Inc. is a private and progressive hydrogeologic firm dedicated to providing innovative and economical solutions for its clients’ hydrogeologic and water resource planning issues throughout Florida.

Universal Engineering Sciences, Inc. provides geotechnical services and is recognized as one of the oldest and most distinguished professional engineering consulting firms in the state of Florida and the southeastern United States.

The office interface between the team has been exceptional in the past with seamless transition from one phase of study or design to another. Our open form of communication, ongoing project dialogue, and proximity to one another, make our project deliverable process cohesive and complete. This team has numerous past successes and we look forward to many more in the future.
In order to highlight the Unique Qualifications of our Technical Team Leads, we have created Table 3.1 below. This table is focused on not only the unique qualifications that each Technical Lead brings to the team but also the corresponding benefit to the UCNSB. Other team members will be in support of these leads during the course of this contract.

<table>
<thead>
<tr>
<th>TEAM MEMBER</th>
<th>ROLE</th>
<th>UNIQUE QUALIFICATIONS</th>
<th>BENEFIT TO THE UCNSB</th>
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</thead>
</table>
| Curtis Burkett, PE, LEED AP | • Client Manager  
• Permitting               | • 30+ years local knowledge                                 | • No learning curve/knows the client  
• Expedited response time  
• Committed to project success |
| Phil Locke, PE      | • Potable Water Process/Treatment         | • Expertise in Water Treatment                              | • Cutting edge process knowledge  
• State expert  
• Cutting edge designs |
| Mark Ralph, PE      | • Project Manager  
• Potable Water Process/Treatment/Pump Stations  
• Wastewater Process/Treatment | • Extensive plan design experience  
• Local design knowledge  
• Municipal Wastewater O&M background | • Cost effective upgrades/expansions  
• Constructible solutions  
• Plant operator knowledge |
| Scott Spooner, PE   | • Potable Water Distribution/Pump Stations  
• Wastewater Collection/Pump Stations  
• Reclaimed Water Distribution/Pump Stations  
• Utility Relocation | • Process knowledge  
• Extensive lift station design  
• Valve and pipe expert | • Diverse project types for one PM  
• Lift station expertise  
• Constructable plans |
| Joseph Viciere, PE, BCEE | • Wastewater Process/Treatment | • Served as municipal/county asset manager  
• Process specialist for 5-stage Bardenpho Process  
• Proficient Biowin modeler | • Ability to develop template for asset management tool  
• Energy and process optimization |
| Eric Smith, PE      | • Wastewater Collection/Pump Stations  
• Reclaimed Water Distribution/Pump Stations | • Model expert  
• Plant/pipeline experience | • Cost-effective designs  
• Complete designs with field knowledge |
| David Wehner, PE    | • Reclaimed Water Disposal/Storage       | • Reuse Expert  
• Wastewater Plant Experience | • Constructable plans  
• Experience driven solutions |
DEPT OF EXPERIENCE

The proposed McKim & Creed project team has a wide range of skills that make us unique and qualified. Table 4.1 elaborates the depth of our project team experience and demonstrates the availability of each team member to meet the needs of the UCNSB as they arise moving forward.

**TABLE 4.1 - DEPTH OF EXPERIENCE**

| DEPT OF EXPERIENCE | CURTIS BURKETT, PE, LEED AP | PHIL LOCKE, PE | MARK RALPH, PE | SCOTT SPOONER, PE | JOSEPH VICIERE, PE, BCEE | ERIC SMITH, PE | DAVID WEHNER, PE | GREG ANDERSON | STREET LEE, PE, ENV SP | BLAKE PETERS, PE, PACP | MIKE STOUP, PE | SAM HOBI, PE | AUBREY HAUDRICOURT, PE | ROBERT GARLAND, PE, ENV SP | MITCHEL CHIAVAROLI, PE | MIKE TWEEDEL, PE | JOE RESENDES, CCCA | MICHAEL JANKOWSKI, PE |
|---------------------|-----------------------------|--------------|--------------|------------------|------------------------|...............|------------------|--------------|-----------------------|----------------------|----------------|-------------|------------------------|------------------------|------------------|----------------|------------------|------------------|
| WATER, WASTEWATER TREATMENT |                           |              |              |                  |                        |              |                  |              |                       |                      |              |              |                        |                        |                  |              |                  |                  |
| Utility Master Planning | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Water/Wastewater Plant Design | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Water/Wastewater Plant Upgrades | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| WATER DISTRIBUTION, PIPELINES |                           |              |              |                  |                        |              |                  |              |                       |                      |              |              |                        |                        |                  |              |                  |                  |
| Water Distribution Systems | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Water Transmission Mains | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Pipeline Route Analysis | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Large Diameter Pipeline | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Horizontal Direction Drill | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Hydraulic Modeling | ●                          |              |              |                  |                        |              |                  |              | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Utility Main Clearances and Approvals | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| WASTEWATER, PUMP STATIONS, TRANSMISSION |                           |              |              |                  |                        |              |                  |              |                       |                      |              |              |                        |                        |                  |              |                  |                  |
| Lift Stations | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Force Mains | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Wastewater Collection Systems | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Sewer Rehabilitation | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| REUSE, STORAGE, TRANSMISSION |                           |              |              |                  |                        |              |                  |              |                       |                      |              |              |                        |                        |                  |              |                  |                  |
| Reclaimed Water | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| CONSTRUCTION SERVICES |                           |              |              |                  |                        |              |                  |              |                       |                      |              |              |                        |                        |                  |              |                  |                  |
| Construction Administration | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Pay Request and Approval | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Shop Drawing Review | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Record Drawings | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
| Contract Closeout | ●                          | ●            | ●            | ●                | ●                      | ●            | ●                | ●            | ●                      | ●                    | ●              | ●            | ●                        | ●                        | ●                | ●              | ●                | ●                |
### Table 4.1 (Con’t)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Depth of Experience</th>
<th>Support Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURTIS BURKETT</td>
<td>PE, LEED AP</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>PHIL LOCKE</td>
<td>PE</td>
<td>✗</td>
<td>✗</td>
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<tr>
<td>MARK RALPH</td>
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<td>SCOTT SPOONER</td>
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<td>JOSEPH VICIERE</td>
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<td>ERIC SMITH</td>
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<td>DAVID WEHNER</td>
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<td>GREG ANDERSON</td>
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<td>STREET LEE</td>
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<td>BLAKE PETERS</td>
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<td>SAM HOBI</td>
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<td>MICHAEL JANKOWSKI</td>
<td>PE</td>
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**SUPPORT SERVICES**

- **Bidding Services**: ✗
- **Utility Conflict Resolution**: ✗
- **Federal/State/Local Permitting**: ✗
- **Public Meetings/Public Outreach**: ✗
- **Electrical**: ✗
- **Structural**: ✗
- **Instrumentation and Controls**: ✗
- **SCADA/Programming**: ✗
KEY PERSONNEL

Getting the right team for the project is the first step in exceeding your expectations. We have assembled a highly qualified, experienced team with expertise in all technical areas included in this Request for Statement of Qualifications.

Curtis brings over three decades of experience to the McKim & Creed team. He is a diverse engineer who focuses on cost-effective solutions while meeting the needs of each client. His management strengths lie in the ability to foster team work and keep projects on task and within client budgets. He applies a “hands on” approach to project management, understanding all aspects of the project needs so that efficiencies in effort can be maximized where practical. His technical skills are strongly based in overall civil engineering and project management. He has performed utility design work on projects ranging from small design and retrofit projects to major utility system layout and design. He is an implementation type of engineer who brings real world solutions to project design and that cost effective and constructability. He has a strong permitting knowledge that relates to over 30 years of permitting within the State of Florida environment. He is also LEED accredited and familiar with the latest in Low Impact Development strategies.

Phil offers more 22 years of experience in the planning, design, permitting and construction management of conventional water treatment plants, reverse osmosis water treatment plants, wastewater treatment plants, reclaimed water transmission systems and other associated infrastructure. Mr. Locke has prepared water and reclaimed water master plans for clients, which included hydraulic modeling and forecasting of future flows. He has extensive experience in pumping station design including experience with sophisticated pumping control systems and variable frequency drives.

Mark brings 25 years of engineering experience. He has played an instrumental role in developing treatment systems for municipalities throughout Florida, and has provided engineering services for projects such as the City of Daytona Beach Halifax River Force Main Improvements project, and the Reuse Water System/Storage Tank/Pump Station project. He will contribute this knowledge and his experience with water and wastewater to each project for the UCNSB.

Scott has 45 years of experience with designing wastewater treatment facilities, collection/transmission systems, lift/pump stations, as well as water and reclaimed water systems. As Senior Engineer for design and construction oversight services for the City of Daytona Beach's Lift Station No. 10 Improvements; the rehab of Lift Station B8M.1 for the City of Ormond Beach, Scott brings an in-depth understanding of wastewater system design and operational knowledge.
JOSEPH VICIERE, PE, BCEE

**ROLES:**
- Wastewater Process/Treatment

**SPECIALTY:**
- Process Optimization

Joseph brings 40 years of experience with the design and implementation of wastewater processes. He has led master planning efforts, optimization studies and process analysis for municipalities throughout Florida, and formerly served as engineering manager for Pasco County Utilities. Joseph has conducted evaluations of systems to support process selections or modifications that meet regulatory needs, and provided process engineering services for over $1.1 billion of constructed wastewater and water treatment facilities.

ERIC SMITH, PE

**ROLES:**
- Potable Water Process/Treatment
- Pump Stations/Collection/Distribution

**SPECIALTY:**
- Biowin Modeling

Eric is a civil and environmental engineer with over five years of experience providing a full range of water and wastewater services to the municipal sector. Well versed in all project phases, he brings relevant experience in leading and coordinating multidisciplinary design projects including hydraulic modeling, pump station design and collection/distribution system design. As a project engineer with McKim & Creed, he is responsible for providing technical and design services for municipal water and wastewater infrastructure, process design and system modeling projects.

DAVID WEHNER, PE

**ROLES:**
- Reclaimed Water

**SPECIALTY:**
- Large Pipe Expert

David offers more than 19 years of experience as a civil engineer providing design and permitting services for municipal utility systems including water supply, transmission and distribution; wastewater master planning; collection, pumping, treatment, disposal and sludge handling; reclaimed water master planning, pumping, transmission and distribution; and utility infrastructure and relocation engineering. Mr. Wehner served as Project Manager for the Dale Mabry Diversion Force Main and Reclaimed Water project for Hillsborough County, which included construction of over 68,400 LF of 20-inch to 36-inch force main and reclaimed water transmission main through environmentally sensitive areas. The project utilized 16 horizontal directional drills totaling more than 11,000 LF to minimize environmental and traffic impacts, and required close coordination with two other projects integral to the NWRWRF Consolidation Program, FL Gas Transmission, and FDOT’s expansion of the Veterans Expressway.

GREG ANDERSON

**ROLES:**
- Sewer Rehabilitation

**SPECIALTY:**
- Various R&R Technologies

For the past 28 years, Greg has focused on providing accurate condition assessments and rehabilitation engineering for wastewater collection/conveyance systems, as well as water and stormwater systems. He has directed and conducted numerous SSES and I/I evaluations and pipeline rehabilitation projects, many of which were driven by EPA or state consent orders. He is also recognized as an expert in the use of trenchless technology to rehabilitate aging utility systems.
As a senior vice president and project manager, Street oversees a variety of civil engineering and utility-oriented projects. His responsibilities include project planning and development, team management, QA/QC, permitting and project execution. He has designed all facets of water systems and wastewater sewer systems, facility master planning, and CIP development. Mr. Lee has established many long-term relationships with customers and is noted for his ability to plan and design projects that fit within the customer's valid requirements, time frame and budget.

Blake has over 18 years of planning, design, permitting and cost estimating experience for diverse wastewater, water and reclaimed water projects. Blake managed the development of wastewater/reclaimed water master plans for the City of Venice and Manatee County. He has developed hydraulic models for numerous facilities and managed wastewater planning, design and improvement projects throughout Florida. His knowledge of utility systems coupled with his wastewater and HDD technical skill set and expertise provides an ideal team member. Blake has provided HDD designs for the City of Daytona Beach, City of Palm Coast, and the UCNSB on the current water main extension project at N. Causeway.

Mike’s career spans over 25 years of design, implementation and management of SCADA system and process instrumentation and controls projects in the industrial and municipal marketplace. He offers extensive experience in the areas of control system planning and design, PLC and HMI software implementation, communications and network planning and control systems implementation. His system hardware and software knowledge extends to platforms provided by Allen Bradley/Rockwell software, Emerson DCS systems and Wonderware software.

Sam is a specialist in civil/structural engineering with over 25 years of experience. He has extensive experience as lead engineer responsible for all structural aspects of projects from start to project completion, as well as design and analysis of reinforced concrete, structural steel and reinforced masonry structures. He is skilled in the design and analysis of water and wastewater structures above and below grade with deep or shallow foundations. Particular aspects of his expertise include the design of earth retaining structures and flood control structures. He has conducted a wealth of design and analysis of metal building foundations analyzed to resist uplift generated by high-velocity wind. He is proficient in the use of various Mathcad-developed design templates for structural design of reinforced concrete, structural steel and reinforced masonry. He has also developed design templates for Army Corps of Engineers' pumping station substructures and a design template for pumping station global stability analysis. Structural analysis and design software he has used includes STAAD, PCA-mats.
AUBREY HAUDRICOURT, PE

ROLES:
- Electrical Services

SPECIALTY:
- Utility Electrical Interface

Aubrey has experience in both electrical and instrumentation engineering, and has designed and overseen the installation of power generation, controls systems and lighting for large facilities. He has also been involved in security assessment and security design; and has over 21 years of experience in other construction related fields.

ROBERT GARLAND, PE, ENV SP

ROLES:
- Construction Management

SPECIALTY:
- Design/Build and System Assessment

Robert brings over 34 years of utility master planning, design, construction and O&M experience to the UCNSB. His experience with Design Build and various forms of construction delivery contribute to the depth of this team. He has also led numerous wastewater treatment, system assessment and CMOM efforts. This diverse experience will translate into a cost-effective roadmap for the Commission's future.

MITCHEL CHIAVAROLI, PE

ROLES:
- O&M Manuals
- QA/QC

SPECIALTY:
- Quality Control Construction Effectiveness

Mitchel's experience as a project engineer and project manager with environmental engineering consultants spans over a 24 year period. Mr. Chiavaroli is McKim & Creed's local director of engineering, and oversees our engineering and construction services and technical staff, and has experience in the design and construction contract administration for water, wastewater and reclaimed water utility systems. Mr. Chiavaroli is a primary resource for technical, cross discipline, and construction project documents.

MIKE TWEEDEL, PE

ROLES:
- SCADA/Programming

SPECIALTY:
- Various SCADA Systems

Mike's career spans nearly 30 years of design, implementation and management of SCADA systems, process instrumentation, and controls for projects in the industrial and municipal marketplace. He offers extensive experience in the areas of SCADA and control system planning and design, telemetry and wireless communications systems, PLC and HMI software implementation, communications and network planning and control systems implementation. His system hardware and software knowledge extends to platforms provided by Allen Bradley/Rockwell software, Schneider Electric/SquareD/Modicon/Wonderwave/Citect, Trihedral VT SCADA software, General Electric Intelligent Systems PAX controllers, Proficy HMI-FIX Complicity software.

JOE RESENDES, CCCA

ROLES:
- CEI Services

SPECIALTY:
- Constructability

Joe offers more than 33 years of construction observation, administration, and inspection experience. He has considerable inspection experience in the installation of structural, electrical, mechanical, instrumentation, SCADA, HVAC systems, pumping stations, force mains, sanitary sewers, water pipelines and roadway improvements. Joe's areas of expertise include conducting construction compliance reviews, processing contractor change orders and pay estimates, reviewing shop drawings, conducting project construction status meetings, coordinating meetings and maintaining project records.
MICHAEL JANKOWSKI, PE

**ROLES:**
- Hydraulic Modeling

**SPECIALTY:**
- Diverse Modeling Expert

Michael has nearly 20 years of experience with hydraulic modeling and utility engineering experience. He has designed and managed wastewater, water and reclaimed water projects for municipalities throughout Florida. He also has worked as a senior engineer for Manatee County, and was responsible for modeling and master planning of the County’s wastewater and water systems. He is proficient with a variety of industry programs that include Forcemain®, AutoCAD, Civil3D, EPA SWMM, PCSWMM, XP-SWMM, InfoWater, InfoSWMM, WaterCAD, WaterGEMS, SewerCAD, StormCAD, FlowMaster, CulvertMaster, Hammer, SSOAP, ICPR, ESRI ArcGIS, KYPipe/Pipe2000 and EPANET.

SUBCONSULTANTS

McKim & Creed will utilize the services of APTIM for Emergency Planning, Modica & Associates for environmental services, ATS Land Surveying, LLC for surveying services, Connect Consulting, Inc. for hydrogeology services, and Universal Engineering Sciences, Inc. for geotechnical services. Brief resume overviews can be found below.

SHANTI SMITH-COPELAND, MS, CEM, FPEM
EMERGENCY PLANNING/FEMA

Ms. Smith-Copeland is a results-oriented disaster planning and mitigation professional with 13 years of innovative crisis and emergency management leadership. These skills have been honed through positions including the Senior Emergency Management Adviser for APTIM and as a State of Florida, State and Local emergency manager. Her experience in Florida includes Disaster Recovery and Grant Management Support on behalf of Florida Cities and Counties after Hurricanes Hermine, Matthew, and Irma. During the 2005 Hurricane season she was deployed to multiple county Emergency Operation Centers (EOC’s) to serve as a State Liaison during land-falling hurricanes and supported the State EOC for all operational support of the lower six counties of Mississippi after Hurricane Katrina. As an Environmental Scientist for the Hazard Mitigation Grant Program she assisted the Panhandle communities recovering from Hurricane Ivan through the NEPA and Historical Preservation reviews. She is currently working with City and County municipalities to prepare pre-disaster mitigation plans to optimize FEMA recovery monies after a storm event and reconstruct hardened, resilient utilities.

ELAINE IMBRUGLIA
PRESIDENT, SR. SCIENTIST

Ms. Imbruglia has 18 years of experience in ecological consulting and scientific studies. During her career, she has worked for the private, public and non-profit sectors. Ms. Imbruglia provides expertise in environmental resource permitting, comprehensive environmental planning and strategic site design. She specializes in large-scale projects, water quality monitoring, ArcGIS and geodatabase management.

Ms. Imbruglia serves as vice chair for the Orange County Development Advisory Board and is an active member of the Association of Florida Community Developers. She is an FDEP certified stormwater inspector, and FWC gopher tortoise authorized agent and she holds an FDACS commercial applicator license.

Ms. Imbruglia collaborates with interdisciplinary project team members to design innovative, responsible, and economic development plans and to secure regulatory agency approvals. She serves as a liaison between regulatory agencies and applicants during permit acquisition and resolution processes.

**Selected Project Experience**
- Ocala Waterway Estates (Marion County MSTU), Ocala, FL
- Adena Springs, Ft. McCoy, Florida
- Lake Yale Stormwater Reuse, Umatilla, FL

ROB DURANCZYK, PSM
SURVEYING

Mr. Duranczyk is a Professional Surveyor and Mapper with more than 18 years of experience related to municipal and private development projects. He has performed
surveying projects in remote regions as well as in urban settings related to storm water systems, wetlands, flood plains and environmentally sensitive areas. His portfolio contains an array of private development stormwater design projects, county and municipal stormwater infrastructure improvement and replacement projects, seawall and bulkhead projects and coastal construction projects.

His past responsibilities have included managing survey departments for ENR 250 firms, project management on multi-million dollar/multi-year projects, scheduling and troubleshooting projects, performing calculations and legal research, preparing project contracts and scopes and coordinating project safety requirements.

Selected Project Experience

- Dead Lake Park and Bulow Tortoise Conservation Flagler County Board of County Commissioners, Palm Coast, FL
- Lake San Gabriel (Lake Varn) Record Improvements Hammock Dunes Association, Palm Coast, FL
- Design Services for John Anderson Drive Roadway Improvements, City of Ormond Beach, Ormond Beach, FL

Gary Eichler, PG
Hydrogeology

Mr. Eichler has over 36 years of experience as a professional geologist and hydrogeologic consultant responsible for the technical, financial and administrative management of complex water resources projects in Florida and throughout the United States, the Bahamas, and the Caribbean Basin. Mr. Eichler is also a Licensed/Certified Florida Contractor. He is a combat-wounded/disabled veteran of the Vietnam War where he served in the United States Marine Corps from 1967 to 1969 and was honorably discharged.

Over the past 36 years, Mr. Eichler has developed over three billion gallons per day of drinking water well field capacity, completed numerous Consumptive/Water Use Permit applications including the development of supporting ground water models. He has managed and worked on numerous deep injection wells and has worked on many specialty projects such as Aquifer Storage and Recovery (ASR), conjunctive water use projects, ground water modeling efforts and projects with unique geologic/hydrogeologic site conditions.

Selected Project Experience

- Hydrogeological & Wellfield-Related Services, City of Palm Coast, FL
- Hydrogeological & Wellfield-Related Services, Volusia County, FL
- CUP Modification, Prepare Design and Specifications, Bid Support, and Construction Oversight, City of Bunnell, FL
- Well Modification FB-10, City of Flagler Beach, FL

Brian Pohl, PE
Geotechnical

Mr. Pohl coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential and industrial facilities and small to large roadways. He has experience in shallow and deep foundation and testing services analysis, including spread footing and pile foundations. Mr. Pohl has conducted geotechnical studies for roadway and bridge projects and land development. He has experience in design and monitoring of ground modification procedures for problematic soil conditions and in pond design recommendations. Mr. Pohl has experience with various pavements, rigid and flexible design. Mr. Pohl has also provided earthwork recommendations for underground utilities within problematic soil conditions and performed Weap Analyses and Pile Driving Analyses for FDOT and commercial projects.
LOCATION

SECTION IV INCLUDES:

LOCAL OFFICE LOCATION
McKim & Creed’s Daytona Beach office is located approximately 18 miles from the Utilities Commission of New Smyrna Beach.

Our close proximity will ensure that our project manager and team are available to respond to your every need. All projects will be managed from, and the majority of work will be performed from, our Daytona Beach office.

**LOCATION**

**LOCATIONS**

**FLORIDA**

Daytona Beach*
Clearwater
Jacksonville
Tampa
Orlando
DeLand
Palm Coast
Fort Myers
Sarasota

*Staff from our nearby Daytona Beach office will manage the services requested by the UCNSB.

**KEY TEAM MEMBER** | **OFFICE LOCATION**
--- | ---
CURTIS BURKETT, PE, LEED AP | Daytona Beach, FL
PHIL LOCKE, PE | Clearwater, FL
MARK RALPH, PE | Daytona Beach, FL
SCOTT SPONNER, PE | Daytona Beach, FL
JOSEPH VICIERE, PE, BCEE | Tampa, FL
ERIC SMITH, PE | Daytona Beach, FL
DAVID WEHNER, PE | Clearwater, FL
GREG ANDERSON | Clearwater, FL
STREET LEE, PE, ENV SP | Clearwater, FL
BLAKE PETERS, PE, PACP | Sarasota, FL
MIKE STOUP, PE | Clearwater, FL
SAM HOBI, PE | Tampa, FL
AUBREY HAUDRICOURT, PE | Clearwater, FL
ROBERT GARLAND, PE, ENV SP | Sarasota, FL
MITCHEL CHI AVAROLI, PE | Clearwater, FL
MIKE TWEEDEL, PE | Clearwater, FL
JOE RESENDES, CCCA | Clearwater, FL
MICHAEL JANKOWSKI, PE | Clearwater, FL
ELAINE IMBRUGLIA | Clermont, FL
ROB DURAN CZYK, PSM | Ormond Beach, FL
GARY EICHLER, PG | High Springs, FL
BRIAN POHL, PE | South Daytona, FL
SHANTI SMITH-COPELAND, MS, CEM, FPEM | Jacksonville, FL
:: FINANCIAL STABILITY

SECTION V INCLUDES:

STATEMENT OF FINANCIAL STABILITY
FINANCIAL STABILITY

McKim & Creed, Inc. is in sound financial condition and as the prime proposer is in a strong financial position to perform all parts of the scopes of services associated with Request for Statement of Qualifications 10-18.

The company has also recently completed our 2017 Annual External Audit with RSM McGladrey (a very well respected accounting firm) and received an unqualified opinion (also known as a clean opinion) from the auditor.

The RSM McGladrey’s opinion was as follows:

“In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of McKim & Creed, Inc., as of December 31, 2017 and December 26, 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.”

Incorporated in 1981, McKim & Creed has experienced continued growth and financial soundness since its inception and remains an employee-owned C-Corporation. McKim & Creed projects generated over $48 million in gross revenues in 2012, and the firm enjoys a strong and lengthy relationship with its banking partner BB&T. This fiscal strength has facilitated acquisitions of seven professional service firms over the last seven years. McKim & Creed has a solid system of internal controls, which is centered on our job-order cost accounting system for the recording and accumulation of costs incurred under our contracts. Each project is assigned a project number so costs may be segregated and accumulated in the company’s job-order cost accounting system.

This financial stability is further recognized within our industry and as such, McKim & Creed consistently ranks as one of the top Engineering News-Record (ENR) 500 design firms and top 200 environmental firms in the U.S. Public Works magazine ranked McKim & Creed as one of the top 50 AEC firms in the U.S., and Southeast Construction names the firm as one of the top 75 AE firms in North Carolina, South Carolina and Florida.

Furthermore, for the protection of McKim & Creed and its clients, McKim & Creed always maintains a comprehensive insurance program, with coverage provided by nationally respected insurers, which includes professional liability, workers’ compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of claims against McKim & Creed. We have not filed for bankruptcy or been involved in any bankruptcy proceedings and there are no such activities pending.

CONFIDENTIAL STATEMENT:

McKim & Creed is a financially stable firm with the necessary resources, human and financial, to provide the services outlined in this Request for Statement of Qualifications at the level required by the Utilities Commission of New Smyrna Beach. Upon request, a certified audit or third-party prepared financial statement and our latest Dun & Bradstreet report will be provided to the UCNSB.

Signature
Street Lee, PE, ENV SP
Senior Vice President
:: INSURANCE

SECTION VI INCLUDES:

EVIDENCE OF INSURANCE
### CERTIFICATE OF LIABILITY INSURANCE

**MCKIM & CREED**

**Request for Statement of Qualification Continuing Professional Services RSQ NO. 10-18**

**Date (MM/DD/YYYY):** 8/29/2017

**Producer:** BB&T Insurance Services, Inc.
Post Office Box 13941
Durham, NC 27709
919 281-4500

**Insured:** McKim and Creed Inc
1730 Varsity Dr Ste 500
Raleigh, NC 27606-2689

**Contact Person:** Debbie Church
Debbie Church
910-772-3720 888-746-8761
dchurch@bbandt.com

**Issuer(s) Affording Coverage:**
- Charter Oak Fire Insurance Comp
- Travelers Property Casualty Co
- Travelers Indemnity Co of Amer

**CERTIFICATE NUMBER:** REVISION NUMBER:

**Type of Insurance** | **Policy Number** | **Policy Eff (MM/DD/YYYY)** | **Policy Exp (MM/DD/YYYY)** | **Limits**
--- | --- | --- | --- | ---
A | COMMERCIAL GENERAL LIABILITY | X | 6302G091871COF17 | 09/05/2017 | 09/05/2018 |
| CLAIMS-MADE | OCCUR |
| GEN'L AGGREGATE LIMIT APPLIES PER: |
| POLICY | X | PROJECT | X |
| OTHER |
B | AUTOMOBILE LIABILITY | X | 8102G113498TIL17 | 09/05/2017 | 09/05/2018 |
| ANY AUTO | |
| ALL OWNED AUTOS | |
| HIRED AUTOS | |
| SCHEDULED AUTOS | |
| NON-OWNED AUTOS |
C | UMBRELLA LIABILITY | X | CUP5J8991491714 | 09/05/2017 | 09/05/2018 |
| OCCUR |
| CLAIMS-MADE |
| DED | RETENTION | $10,000 |

**Workers Compensation and Employers’ Liability**

Y/N | X | UB004J717613 | 09/05/2017 | 09/05/2018 |
--- | --- | --- | --- | ---
Y | N |

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

* used for endorsement forms

**Certificate Holder:**

McKim & Creed
1730 Varsity Dr Ste 500
Raleigh, NC 27606-2689

**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:**
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**80MCKIMCRE**

**DATE (MM/DD/YYYY): 8/29/2017**

**MCKIM & CREED**

**CLIENT#: 292011**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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:**
BB&T Insurance Services, Inc
3318 West Friendly Ave.,
Ste. 400
Greensboro, NC 27410

**INSURED:**
McKim & Creed Inc.
1730 Varsity Drive #500
Raleigh, NC 27606

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<tr>
<td>INSURER A</td>
<td>XL Specialty Insurance Company</td>
<td>37885</td>
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**INSURER AFFORDING COVERAGE: XL Specialty Insurance Company**

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**COVERAGES:**

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.

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**CERTIFICATE NUMBER:**

| REVISION NUMBER: |

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**COMMERCIAL GENERAL LIABILITY**

- **POLICY NUMBER:** DPR9917311
- **POLICY EFFECTIVE DATE (MM/DD/YYYY):** 09/05/2017
- **POLICY EXPIRATION DATE (MM/DD/YYYY):** 09/05/2018
- **LIMITS:**
  - EACH OCCURRENCE: $5,000,000
  - DAMAGE TO RENTED PREMISES (EA OCCURRENCE): $7,000,000
  - MED EXP (Any one person): $5,000,000
  - PERSONAL & ADV INJURY: $5,000,000
  - GENERAL AGGREGATE: $5,000,000
  - PRODUCTS - COMPOP AGG: $5,000,000

**AUTOMOBILE LIABILITY**

- **ANY AUTO:**
  - COVERED SINGLE LIMIT (EA accident): $5,000,000
  - BODILY INJURY (Per person): $5,000,000
  - BODILY INJURY (Per accident): $5,000,000
  - PROPERTY DAMAGE (Per accident): $5,000,000

- **ALL OWNED AUTOS:**
  - EACH OCCURRENCE: $5,000,000
  - AGGREGATE: $5,000,000

**WORKERS COMPENSAE AND EMPLOYER'S LIABILITY**

- **Y/N:** N/A
- **PER STATUTE:**
  - E.L. EACH ACCIDENT: $5,000,000
  - E.L. DISEASE - EA EMPLOYEE: $5,000,000
  - E.L. DISEASE - POLICY LIMIT: $5,000,000
- **DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**
  - ADDITIONAL REMARKS SCHEDULE, MAY BE ATTACHED IF MORE SPACE IS REQUIRED

**FOR INFORMATION ONLY***

**CERTIFICATE HOLDER:**

McKim & Creed Inc.
1730 Varsity Drive #500
Raleigh, NC 27606

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

没找到合适的模板。
SECTION VII INCLUDES:

OCCUPATIONAL LICENSES
THE CITY OF DAYTONA BEACH
BUSINESS TAX LICENSE # BT-69401

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: MCKIM & CREED P.A.
LOCATION: 139 EXECUTIVE CIR STE 201
BUSINESS TYPE: ENGINEER

MAIL TO:
MCKIM & CREED PA
139 EXECUTIVE CIR STE 201
DAYTONA BEACH FL 32114

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

THE CITY OF DAYTONA BEACH
BUSINESS TAX LICENSE # BT-69401

MCKIM & CREED P.A.
139 EXECUTIVE CIR STE 201

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<th>Description</th>
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<th>Pay Method</th>
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Fees Paid: $70.00
OCCUPATIONAL LICENSES
MODICA & ASSOCIATES

Business Name: MODICA & ASSOCIATES

Mailing Address: MODICA & ASSOCIATES, INC
IMBRUGLIA, ELAINE
302 MOHAWK RD
CLERMONT, FL 34711

Business Location: 302 MOHAWK RD

BUSINESS TAX RECEIPT

This tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This tax receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence.

Classification: DESIGNING/CONSULTING FIRM

By
City Clerk

PAID

Total Received

CONNECT CONSULTING, INC.

2017/2018

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

Account # 201701040002 Expires: September 30, 2018
Business Location: 261 LAKEVIEW DR

Business Name: CONNECT CONSULTING INC
Owner Name: DAVID S ROBERTSON
Mailing Address: 261 N LAKEVIEW DR
LAKE HELEN, FL 32744

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<td>$22.00</td>
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</table>

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

MCKIM & CREED | Request for Statement of Qualification Continuing Professional Services RSQ NO. 10-18
OCCUPATIONAL LICENSES

ATS LAND SURVEYING, LLC

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

License No.: LB7900
Expiration Date: February 28, 2019

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

ATS LAND SURVEYING, LLC
1362 N US HIGHWAY 1 STE 304
ORMOND BEACH, FL 32174-8903

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

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

UNIVERSAL ENGINEERING SCIENCES, INC.

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<td><strong>Expires:</strong></td>
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</table>
:: REFERENCES

SECTION VIII INCLUDES:

THREE (3) REFERENCES & (3) CURRENT SIMILAR CONTRACTS
REFERENCES

Our client references exhibit the design strength and experience of McKim & Creed's team. We have chosen these client references based on current General Engineering Services contracts due to their similar components and project type. Each project provides client contact information should you wish to further understand our experience and working relationship with each client.

McKim & Creed's key project manager and proposed team members all have extensive experience providing services to clients in Florida. The references provided below are current, similar contracts for GEC services provided from our Daytona Beach and Palm Coast offices. With this knowledge throughout Florida and beyond, our firm provides the UCNSB with the most qualified team that will deliver cost-effective, practical solutions for the continuing services contract.

McKim & Creed has provided General Engineering Services for the Palm Coast Utilities Commission for more than 30 years.

OWNER: City of Palm Coast
CONTACT: Steve Flanagan
Community Development Director
e. sflanagan@palmcoastgov.com
p. (386) 986-2354

REFERENCE PROJECTS
• Water Treatment Plant #2 Zero Liquid Discharge Design and Construction
• Upgrade of Pump Station 57-4
• Whiteview Parkway Force Main and Pump Station Upgrades
• Southern Wellfield Expansion Phase I & II

McKim & Creed has provided General Engineering Services for the City of Daytona Beach since 1998.

OWNER: City of Daytona Beach
CONTACT: Shannon Ponitz, PE
Utility Engineering Manager
e. ponitzs@codb.us
p. (386) 671-8825

REFERENCE PROJECTS
• Palmetto Avenue Force Main Modeling
• Martin Luther King Jr. Blvd. Utility Relocations
• University Blvd. Chlorine Booster Pump Station
• 2.5 MG Reuse Storage Tank and Pump Station

McKim & Creed has provided General Engineering Services for the City of Ormond Beach for more than 60 years.

OWNER: City of Ormond Beach
CONTACT: John Noble, PE
City of Ormond Beach City Engineer
e. noble@ormondbeach.org
p. (386) 676-3302

REFERENCE PROJECTS
• Division Avenue Raw Water Transmission Main
• Lift Station 10M & 12M Improvements
• Water Plant Aerator Rehabilitation Engineering Evaluation Report

McKim & Creed has been providing water and wastewater planning, design, and construction services for our City of over 10 years and consistently delivers a quality project. - Mr. Steve Flanagan, Community Development Director, City of Palm Coast
:: OTHER INFORMATION

SECTION IX INCLUDES:

ADDITIONAL INFORMATION

ACKNOWLEDGMENT OF ADDENDUM
McKim & Creed has received many accolades from our outstanding design work. The following projects are representative of a sampling of the work McKim & Creed has accomplished.

**AWARD-WINNING PROJECTS**

McKim & Creed's wealth of experience on similar contracts puts us in a unique position to practically and successfully address any task order the Utilities Commission of New Smyrna Beach may assign, and we are committed to assessing all tasks to offer an innovative approach, or a traditional, tried-and-true approach where applicable. Both our firm and proposed technical staff have implemented these methodologies successfully resulting in a variety of award-winning projects.

---

**WTP Ion Exchange Project**

*City of Bunnell, Florida*

- **2015 Excellence in Construction, Associated Builders and Contractors**
- **2015 Honor Award (Water/Wastewater Category), Design-Build Institute of America Florida Region**
- **2016 FL APWA Project of the Year (Environmental Under $5 Million), FL APWA**

The City of Bunnell received an FDEP consent order due to the failure to meet the maximum contaminant levels required for disinfection byproducts, specifically THMs. McKim & Creed performed screening analyses for various treatment technologies, pilot testing, preliminary design, final design and permitting. Additionally, McKim & Creed provided bidding, construction and post-construction services. Initial screening analyses and preliminary design indicated the most effective option for the city was an ion exchange water treatment process. The approach was to implement an ion exchange plant to remove DOC in order for disinfection byproducts to comply with regulatory requirements. The design also included an ion exchange softening process, concurrent with the DOC removal, to improve water quality by reducing hardness. In addition to the ion exchange process, other design elements included dual media gravity filter, clear well, transfer pumps, chemical feed and disinfection. McKim & Creed also provided assistance to the city for both USDA Rural Grant and SRF funding for the project.

---

**Siesta Key to Casey Key Water Main Design**

*Sarasota County, Florida*

- **2013 Project of the Year - Emergency Repair Category, APWA - Florida Chapter**

Sarasota County's potable water distribution main between Siesta Key and Casey Key failed within a marine preserve. As such, the main had to be isolated and the system loop broken. This resulted in dead ends on both keys, causing reduced water quality and fire flow to these areas. In the interest of correcting this situation, the county commissioned an engineering evaluation to look for opportunities to reconnect the system. This study concluded that the main could not be directionally drilled and would have to traverse the environmental lands or beach, which were not viable options to the county, so they retained McKim & Creed to take another look at it. After some preliminary calculations it was determined that the crossing could be drilled as long as the pipe was flooded and placed on rollers during pullback, but many other hurdles had to be resolved.

---

"Thank you to you all and let this project remind us that it's not about the bricks and mortar... it's the people that make the difference."

- Fernand J. Tiblier, PE | Former Director of Public Works and Engineering

---

"When things got challenging, as we knew they would, you stayed focused on the task at hand – completing the project without delay or excess cost to the county or the contractor."

- Fernand J. "Tib" Tiblier, Jr., PE

---
AWARD-WINNING PROJECTS

The Waterhub at Emory
Emory University, Georgia

- 2016 US Water Prize, US Water Alliance, Emory University RCW System
- 2016 Engineering Excellence Grand Award, American Council of Engineering Companies, Emory University RCW System
- 2016 Engineering Excellence Grand Award, American Council of Engineering Companies, Emory University RCW System

McKim & Creed provided professional engineering services for the preliminary design (Phase I), and final design, permitting, bidding and construction administration (Phase II) for the Alline Avenue stormwater pumping station. The $4.8 million project included the 35 mgd pump station, 36-inch force main and marine outfall, as well as improvements to the stormwater collection system. This heavily residential area served by the pump station is bounded by MacDill Avenue, Asbury Place, West Bayshore Court, and Bayshore Boulevard. This area has experienced stormwater system overflows not only from runoff during rain events, but also from high tide surges. The stormwater pumping facility alleviates street flooding and moves stormwater more quickly to the outfall. In Phase 1 of this assignment, McKim & Creed provided preliminary design services including topographic survey; stormwater system development; level of service analysis; and the preparation of a basis of design report.

The McKim & Creed survey division worked in conjunction with the engineering division to provide project control, right-of-way surveys, topographical surveys and the creation of any necessary legal descriptions and sketches for easement recording.

Alline Avenue Stormwater Pumping Station, Phase I and II
City of Tampa, Florida

- 2013 Outstanding Contribution to the Community (Infrastructure Category) Hillsborough Planning Commission

McKim & Creed provided professional engineering services for the preliminary design (Phase I), and final design, permitting, bidding and construction administration (Phase II) for the Alline Avenue stormwater pumping station. The $4.8 million project included the 35 mgd pump station, 36-inch force main and marine outfall, as well as improvements to the stormwater collection system. This heavily residential area served by the pump station is bounded by MacDill Avenue, Asbury Place, West Bayshore Court, and Bayshore Boulevard. This area has experienced stormwater system overflows not only from runoff during rain events, but also from high tide surges. The stormwater pumping facility alleviates street flooding and moves stormwater more quickly to the outfall. In Phase 1 of this assignment, McKim & Creed provided preliminary design services including topographic survey; stormwater system development; level of service analysis; and the preparation of a basis of design report.

The McKim & Creed survey division worked in conjunction with the engineering division to provide project control, right-of-way surveys, topographical surveys and the creation of any necessary legal descriptions and sketches for easement recording.

"Thank you to you all with this facility, we're taking a major step forward in becoming one of the first in the nation with this technology for cleaning our own wastewater, which will make it possible for Emory to save tens of millions of gallons of potable water every year. And let this project remind us that it's not about the bricks and mortar...it's the people that make the difference."

- Matthew Early, Vice President for Campus Services, Emory University
AWARD-WINNING PROJECTS

At McKim & Creed, we help provide reliable and cost-effective solutions to our clients’ real world challenges. Many of these solutions have been recognized for their high-level of achievement, value and ingenuity by our peer associations. Here is a sampling of our award-winning projects in Florida:

Excellence in Construction
Associated Builders and Contractors, Florida First Coast Chapter (2015)
WTP Ion Exchange Project

Honor Award (Water/Wastewater)
Design-Build Institute of America (2015)
WTP Ion Exchange Project

David W. York Water Reuse Project of the Year
WTP#2 ZLD Design and Construction Phase Services

Top 25 Engineering Firms

Consultant of the Year, Wastewater and Water Category
Florida Chapter, American Public Works Association (2014)

Regional Award for Excellence in Environmental Stewardship
City of Palm Coast Fire Department (2014)
WTP#2 ZLD Design and Construction Phase Services

Award of Outstanding Contribution to Our Community
Hillsborough County Planning Commission (2013)
Alline Avenue Area Drainage Improvements

Project of the Year, Emergency Repair, Projects Under $5 million
American Public Works Association Florida Chapter (2013)
Siesta Key to Casey Key Water Main

Engineering Excellence Grand Award
Florida Institute of Consulting Engineers (2010)
Lake Manatee Water Treatment Plant Pilot Plant Study

Future of the Region Honorable Mention
Tampa Bay Regional Council (2009)
Manatee County Biosolids Thermal Dryer

Future of the Region Certificate of Excellence
Tampa Bay Regional Council (2009)

Bishop Creek Erosion Control/Water Quality Improvement

Future of the Region Award
Tampa Bay Regional Planning Council (2008)
Biosolids Thermal Dryer Design/Build Construction Phase

David W. York Reuse Water Award, Reuse System of the Year >15 mgd
MARS Operational Protocol Development

Engineering Excellence Honor Award
Florida Institute of Consulting Engineers (FICE) (2004)
Wellfield Optimization and Water Treatment Plant No. 1 Excellence in Construction Award
Florida Gulf Coast Chapter, Associated Builders and Contractors, Inc. (2001)
Westside Regional Wastewater Treatment Plant Upgrade/Expansion

Engineering Excellence Honorable Mention
Florida Institute of Consulting Engineers (2001)
Bethune Point Wastewater Treatment Plant Expansion

Wastewater Consultant of the Year
Florida Chapter, American Public Works Association (2000)
Westside Regional Wastewater Treatment Plant Upgrade/Expansion

Engineering Excellence Grand Award
Florida Institute of Consulting Engineers (2000)
Westside Regional Wastewater Treatment Plant Upgrade/Expansion

Engineering Excellence Honorable Mention
Florida Institute of Consulting Engineers (1999)
Clearwater Island Estates Reclaimed Water System - Contract 1

Engineering Excellence Honorable Mention
Florida Institute of Consulting Engineers (1997)
Volusia County Solid Waste Transfer Station
March 27, 2018

RE: RSQ 10-18 Continuing Professional Services ADDENDUM No. 1

To prospective vendors:

The Utilities Commission is issuing the following addendum. As such it becomes an integral part of the proposal and must be acknowledged by the return of this signed form, with your proposal form, acknowledging receipt of the addendum.

The following questions have been asked and are answered below:

1) Are the forms (Exhibits A-C) listed in the Table of Contents (page 18) part of the sample contract? If so, is it correct to say that they are not required at this time?
   Yes, they are part of the sample contract. It is correct to say that they are NOT required at this time.

2) Since the City is selecting firms for survey and geotechnical services, does that mean that teams for the Civil Engineer position do not need to include these services?
   Correct, we are not evaluating teams. Firm should be submitting just for the specific professional service. If firms have the capabilities of multiple services, they may submit separate statements for each of the professional services they feel they are qualified for.

3) Are the references requested in Subject 8 different than the references requested in Subject 1?
   Yes. The references in Subject 1 are project specific references. The references in Subject 8 are current continuing service contract references and not project specific.

4) Is any feedback required prior to or during the RSQ process with respect to the Sample Agreement language?
   No feedback is required prior to the RSQ. The UCNSB intends to contract with 12 consultants. We intend to have all agreements the same.

   Once selected, requested changes to the contract will be assessed in totality. Changes made will be routed to all consultants for review, assessment, and acceptance. The last agreement (2014) is attached for review, but also only a sample.

5) Please confirm that the proposal cover and tabs do not count towards the 30 double-sided pages.
   The Cover and Tabs, DO NOT count.

6) Is it acceptable for proposals to be submitted in a 3-ring binder or is GBC-binding preferred?
   The UCNSB does not have a preference.
7) Should Exhibit C-Truth in Negotiation Certificate/Statement Concerning Competitive Act be executed and included in proposal? 
   Only after firms are selected and agreements signed and submitted for Commission consideration would we require any of the forms to be signed.

8) By 30 double-sided pages, do you mean 30 sheets of paper, printed on both sides (60 pages) or 15 sheets of paper, paper printed on both sides? If they are not double sided, how many pages (sheets of paper) are we allowed? Are the cover letter, Table of Contents and resumes included in the page count?
   30 double-side pages is self-explanatory.
   Only the cover page and tabs are excluded from the overall page count.
   All other pages (including table of contents and resumes) count towards the 30 double sided.

9) The ranking sheet lists schedule, ability and commitment to schedule; Track Record/Past Performance; and Availability of Team (location, workload), but none of these (other than location) are listed in the outline of what to include in the submittal. Are you planning to get all this information from the references? And where should we address workload?
   The consultant ranking sheet has been revised to match the subjects.
   We don’t intent to assess consultant’s current workload. We presume that if you are submitting, you have the ability to serve the Commission in a timely manner.

10) In your answer to No. 6 of the FAQ, can we assume you are referring to the selected consultants submitting the Schedule of Direct Cost for Staff of Consultant’s Organization (since per CCNA, no pricing is to be submitted during the qualifications phase)?
    Correct, the selected consultants, once agreements are approved, will submit staff pricing on a project by project basis.

11) In Financial Stability, what do you mean by a certified statement of financial stability? Does this mean you want it notarized or to come from and outside source? (or both?)
    A statement signed by the principal of the organization would suffice.

    After the selection process, the firms would need to be “PREPARED to supply a financial statement”, of which there are several acceptable options mentioned in the section.

    The submitting consultant is responsible to determine the best way to submit for evaluation, their financial stability.
Addendum No 2 Received By:

______________________________________________________________
Signature/Authorized Company Official     Date

______________________________________________________________
Printed Name

Submit this signed form with your proposal on April 5\textsuperscript{th}. 
<table>
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<th>TABLE OF CONTENTS</th>
<th>EXHIBIT</th>
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<td>Task Authorization Form</td>
<td>A</td>
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<tr>
<td>Insurance Requirements</td>
<td>B</td>
</tr>
<tr>
<td>Truth in Negotiation Certificate and Statement Concerning Competitive Act</td>
<td>C</td>
</tr>
<tr>
<td><strong>Schedule of Direct Costs for Staffing of Consultant’s Organization</strong></td>
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UTILITIES COMMISSION  
City of New Smyrna Beach, Florida  

REQUEST FOR STATEMENT OF QUALIFICATIONS  
CONTINUING PROFESSIONAL SERVICES  
RSQ NO. 10-18

CONSULTANT RANKING SHEET

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<td>3. Staffing Requirements</td>
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<tr>
<td>5. Financial Stability</td>
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<td>6. Insurance</td>
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</tr>
<tr>
<td>7. Occupational License</td>
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<tr>
<td>8. References</td>
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<td>9. Other Information</td>
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MAX 140 TOTAL
6. On Page 17 of the RSQ documents there is a Table of Contents with the following items: Task Authorization Form (Exhibit A), Insurance Requirements (Exhibit B), Truth in Negotiation Certificate and Statement Concerning Competitive Act (Exhibit C), and Schedule of Direct Costs for Staffing of Consultant’s Organization (Appendix A) is not included in the package. Is this document available?

   a. The Schedule of Direct Costs for Staff of Consultant’s Organization will be submitted by the selected Consultants on a project by project basis. Each specific project is negotiated over the course of the four (4) year agreement.
      i. Principal @ ###.## $/hr.
      ii. Admin. @ ##.## $/hr.
      iii. Etc.

7. I work for a company that provides services to our clients including project administration, inspection, materials testing, etc., not specifically coaled out in the RSQ. Do our services apply to this RSQ? Will our services “fit” into any of the other services mentioned, i.e., testing materials may fall under Geotechnical Services?

   a. Project administration and inspections are handled by UCNSB staff. Materials testing would fall under Geotechnical Services. We will evaluate all submittals based on qualifications and do not intend to deter vendors from submittals.

8. Are the three (3) references for the three (3) current similar contracts or should the three (3) references be separate? What would be preferred?

   a. Three (3) references for current similar contracts is preferred, but we will review separate references.
AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into this __________ day of _________________, 2014, by and between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, hereinafter referred to as ("COMMISSION"), located at 200 Canal Street, New Smyrna Beach, Florida 32168, and __________ ____________, hereinafter referred to as ("CONSULTANT"), located at __________.

WITNESSETH:

WHEREAS, the COMMISSION wishes to obtain consulting services on a continuing basis; and

WHEREAS, the CONSULTANT is willing to provide such consulting services;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1.  TERM

1.1 This Agreement is to become effective upon execution by both parties. The initial term shall be one (1) year.

Additionally, the parties agree that this Agreement may be automatically renewed beyond the initial term, up to three (3) times, unless either party elects to terminate the Agreement by giving written notice prior to the anniversary of the effective date.

ARTICLE 2.  DESCRIPTION OF SERVICES

2.1 The COMMISSION shall make request of CONSULTANT to perform engineering services on a Task Authorization ("Exhibit A") basis. The COMMISSION will communicate with CONSULTANT orally or in writing providing a description of the task to be performed. CONSULTANT shall generate a detailed scope document including cost and schedule to accomplish the task. The COMMISSION will review the scope document and if approved, notify the CONSULTANT in writing. If a site visit by CONSULTANT is needed to generate the scope document, CONSULTANT shall request approval prior to visiting the site.

2.2 Upon authorization by the COMMISSION, CONSULTANT shall perform the services of design, specification preparation, bid evaluation, construction management services, and all other services which may be set forth in the Scope of Services and authorized by Task Authorization. CONSULTANT shall proceed only on receipt of a written Notice to Proceed defining the Scope of Work, Schedule, Not-to-Exceed Cost, and other applicable terms.

2.3 CONSULTANT shall provide COMMISSION's designated Project Manager with monthly time sheets or labor-cost statements for services rendered during the preceding month. Each time sheet shall
state the names and direct salaries of all personnel who performed services during said month under this Agreement and the number of hours each worked.

ARTICLE 3. CHANGES IN THE SCOPE OF WORK

3.1 COMMISSION may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase, decrease or eliminate any amount of work, COMMISSION and CONSULTANT will negotiate any change in total cost or schedule modifications. If COMMISSION approves, COMMISSION shall amend the Scope of Services to reflect the modifications; and CONSULTANT shall be compensated for said services in accordance with the terms of Article 5 herein. All change orders shall be in writing and executed by both COMMISSION's designated representative and the CONSULTANT.

3.2 All of COMMISSION's said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

ARTICLE 4. SCHEDULE

4.1 CONSULTANT shall perform its services in conformance with the agreed upon schedule. CONSULTANT shall complete all of said services in a timely manner and will keep COMMISSION apprised of the status of work on a monthly basis. Should CONSULTANT fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to CONSULTANT without COMMISSION's prior written consent, except as provided in Sections 3.1 and 21.1 herein.

ARTICLE 5. COMPENSATION FOR SERVICES

5.1 COMMISSION agrees to compensate CONSULTANT for services properly performed as negotiated and established in accordance with Article 2.0 and 3.0.

ARTICLE 6. PAYMENT

6.1 Invoices for CONSULTANT's services shall be submitted to the COMMISSION at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of CONSULTANT.

6.2 COMMISSION or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of CONSULTANT insofar as they pertain to the direct charges payable by COMMISSION under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.
All invoices shall be due and payable thirty (30) days from receipt thereof by COMMISSION, subject to COMMISSION's right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by COMMISSION.

In the event COMMISSION questions some element of an invoice, that fact shall be made known to the CONSULTANT immediately. CONSULTANT will help effect resolution and transmit a revised invoice as necessary. Amounts not questioned by COMMISSION shall be promptly paid to CONSULTANT in accordance with the above payment procedures.

ARTICLE 7.  RIGHT TO INSPECTION

7.1 COMMISSION or its affiliates shall at all times have the right to review or observe the services performed by CONSULTANT.

7.2 No inspection, review, or observation shall relieve CONSULTANT of its responsibility under this Agreement.

ARTICLE 8.  PROGRESS MEETING

8.1 COMMISSION's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required, during the term of this Agreement. CONSULTANT's Services Project Manager and only appropriate consultants shall attend all scheduled meetings as designated by COMMISSION's Project Manager, and CONSULTANT shall be compensated at the billing rates set forth in Article 5.

ARTICLE 9.  SAFETY

9.1 To the extent the COMMISSION's safety standards do not violate other County, State or Federal standards, CONSULTANT agrees to comply with COMMISSION's safety standards while on the property of the COMMISSION.

9.2 CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

ARTICLE 10.  REASONABLE ACCESS

10.1 During the term of this Agreement, COMMISSION shall grant CONSULTANT reasonable access to COMMISSION's premises for purposes of fulfilling its obligations under this Agreement.

ARTICLE 11.  INSURANCE

11.1 CONSULTANT shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 CONSULTANT and COMMISSION waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, consultants, and employees.
for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by COMMISSION and shall protect COMMISSION and CONSULTANT to the same extent. All project contractors shall be required to include COMMISSION and CONSULTANT as additional insureds on their general liability insurance policies.

ARTICLE 12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 CONSULTANT shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.2 CONSULTANT is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

12.3 CONSULTANT shall certify Truth in Negotiation document (Exhibit "C") if required.

ARTICLE 13. REPRESENTATIONS

13.1 CONSULTANT represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

13.2 CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 CONSULTANT represents that if CONSULTANT, through its negligent acts, errors, or omissions, causes any injury to COMMISSION or causes any physical damage to, or destruction of, any of COMMISSION's property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 Should CONSULTANT breach the representations set forth above, COMMISSION shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida.

Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date CONSULTANT completes its services hereunder, CONSULTANT's services are negligent or erroneous and COMMISSION notifies CONSULTANT in writing that a negligent error or omission has been discovered in CONSULTANT's services, CONSULTANT shall correctly reperform such negligent services at no additional cost to COMMISSION and within a reasonable time period.

ARTICLE 14. GUARANTEE AGAINST INFRINGEMENT
14.1 CONSULTANT guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. CONSULTANT shall indemnify, hold harmless, and defend COMMISSION, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

ARTICLE 15. INDEMNIFICATION

15.1 CONSULTANT shall, to the extent of its negligent performance, nonperformance, error or omission of its duties, pay, indemnify, and save harmless the COMMISSION, its agents, guests, invitees, and employees from all suits, actions, claims, demands, damages, losses, expenses, including reasonable attorney's fees, costs, and judgments of every kind and description to which the Owner, its agents, guests, invitees, or employees may be subjected to by reason of injury to persons or death or third-party property damage, caused by any negligent act or omission of the CONSULTANT or caused by the violation of any federal, state, county, or city law, by-law, ordinance, or regulation by the CONSULTANT, its agents, trainees, invitees, servants, or employees.

ARTICLE 16. DOCUMENTS

16.1 Upon COMMISSION's or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, CONSULTANT shall provide COMMISSION or its designated Project Leader with a copy of all documents prepared by CONSULTANT under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the COMMISSION is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law.

16.3 CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this AGREEMENT. Specifically, the CONSULTANT must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COMMISSION in order to perform the services being performed by the CONSULTANT.

2. Provide the public with access to public records on the same terms and conditions that the COMMISSION would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the COMMISSION all public records in possession of the CONSULTANT upon termination of the AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure.
requirements. All records stored electronically must be provided to the COMMISSION in a format that is compatible with the information technology systems of the COMMISSION.

The CONSULTANT shall promptly provide the COMMISSION with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COMMISSION a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this AGREEMENT by the COMMISSION.

ARTICLE 17. ASSIGNMENT

17.1 CONSULTANT shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of COMMISSION. All requirements to be observed by the CONSULTANT shall be observed by all subcontractors.

17.2 If upon receiving written approval from COMMISSION, any part of this Agreement is subcontracted by CONSULTANT, CONSULTANT shall be fully responsible to COMMISSION for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If COMMISSION determines that any subcontractor is not performing in accordance with this Agreement, COMMISSION shall so notify CONSULTANT who shall take immediate steps to cancel the subcontract, or correct the deficiency. COMMISSION shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that COMMISSION notifies CONSULTANT in writing of said communication.

17.4 If any part of this Agreement is subcontracted by CONSULTANT prior to commencement of any work by the subcontractor, CONSULTANT shall require the subcontractor to provide COMMISSION with insurance coverage as set forth by Article 11 and Exhibit "B".

ARTICLE 18. INDEPENDENT CONTRACTOR

18.1 At all times during the term of this Agreement, CONSULTANT shall be considered an independent contractor.

ARTICLE 19. DEFAULT

19.1 If, during the term of this Agreement, CONSULTANT shall be in default of any provision of this Agreement, COMMISSION may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until COMMISSION gives notice of the default to CONSULTANT with at least ten (10) days to cure such default.

ARTICLE 20. TERMINATION

20.1 Notwithstanding any other provision of this Agreement, COMMISSION may, upon fifteen (15) days written notice to CONSULTANT, terminate this Agreement if: (a) CONSULTANT is adjudged to be bankrupt; (b) CONSULTANT makes a general assignment for the benefit of its creditors; (c)
CONSULTANT fails to comply with any of the conditions or provisions of this Agreement; or (d) CONSULTANT is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy COMMISSION may have under this Agreement; or (e) when deemed by the COMMISSION (in its sole discretion) is in the best interest of the COMMISSION. In the event of such termination, COMMISSION shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

ARTICLE 21. FORCE MAJEURE

21.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to COMMISSION's generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

ARTICLE 22. NOTICE

22.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For CONSULTANT:

For COMMISSION:

Utilities Commission, City of New Smyrna Beach, Florida
Attention: Engineering Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 427-1361

ARTICLE 23. GOVERNING LAW

23.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

ARTICLE 24. HEADINGS
24.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

ARTICLE 25. SEVERABILITY

25.1 In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

ARTICLE 26. WAIVER AND ELECTION OF REMEDIES

26.1 Waiver by COMMISSION of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

26.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

26.3 Notwithstanding any other provision of this Agreement, the provisions of Articles 13, 14 and 15 shall survive the termination or expiration of this Agreement.

ARTICLE 27. THIRD PARTY RIGHTS

27.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than COMMISSION and CONSULTANT.

ARTICLE 28. ENTIRE AGREEMENT

28.1 This Agreement, including the Appendix A and Exhibits "A", "B" and "C", constitutes the entire agreement between COMMISSION and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

ARTICLE 29. LIMITATION OF LIABILITY

29.1 To the fullest extent permitted by law, CONSULTANT’s total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by CONSULTANT under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the CONSULTANT and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

ARTICLE 30. CONSEQUENTIAL DAMAGES

30.1 Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, CONSULTANT shall not be liable to COMMISSION for loss of profits, revenue, use,
opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**OWNER:**

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

By: ________________________________
   WILLIAM R. MITCHUM
   General Manager/CEO

ATTEST: ____________________________

APPROVED AS TO FORM AND CORRECTNESS:

____________________________________
Utilities Commission Attorney

**CONSULTANT:**

By: ________________________________

Its: ________________________________

ATTEST: ____________________________

Its: ________________________________

(CORPORATE SEAL)
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EXHIBIT "A": TASK AUTHORIZATION FORM

In accordance with the Agreement for Continuing Professional Services between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, hereinafter referred to as "COMMISSION", located at 200 Canal Street, New Smyrna Beach, Florida 32168, and ________, hereinafter referred to as "CONSULTANT", located at ________, dated ______________, COMMISSION hereby authorizes CONSULTANT to proceed with the services as set forth in the attached proposal and the following:

Task No.: ____________________________________________
Project No.: ____________________________________________
Consulting Firm: ____________________________________________
Scope of Work: ____________________________________________
(reference separate document)
Estimated Man-Hours: ____________________________________________
Estimated Cost: ____________________________________________
Not-to-Exceed Cost: ____________________________________________
Consultant's Project Mgr.: ____________________________________________
Commission's Designated Project Leader: ____________________________________________

CONSULTANT
Accepted By: ____________________________________________ Date: _____________________________
(Type)Name & Title: ____________________________________________

UTILITIES COMMISSION
Reviewed By: ____________________________________________ Date: _____________________________
Derek Wainscott, P.E.
Engineering Manager

Accepted By: ____________________________________________ Date: _____________________________
William Ray Mitchum
General Manager/CEO
EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the CONSULTANT and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the COMMISSION. It shall be the responsibility of the CONSULTANT and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the CONSULTANT and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The CONSULTANT and its subcontractors shall furnish to the COMMISSION such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the COMMISSION as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the COMMISSION and that the carrier should have no less rating than A - X by A.M. Best and Company. COMMISSION reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the CONSULTANT and its subcontractors shall furnish the COMMISSION with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the COMMISSION in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the CONSULTANT shall immediately provide written notice to the COMMISSION upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for CONSULTANT and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the COMMISSION's office, ATTN: Engineering Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the CONSULTANT, the COMMISSION and its commissioners, officials, directors, officers, agents, and employees as Additional Insured’s with respect to the activities of the CONSULTANT and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.
IV. WAIVER OF SUBROGATION: The CONSULTANT and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the COMMISSION, its commissioners, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the CONSULTANT and its subcontractors and the Additional Insured’s against all claims arising from bodily injury, sickness, disease, or death of any person other than the CONSULTANT's employees or damage to property of the COMMISSION or others arising out of the act or omission of the CONSULTANT or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the CONSULTANT and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the CONSULTANT and its subcontractors and the Additional Insured’s against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the CONSULTANT and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.
EXHIBIT "C": TRUTH IN NEGOTIATION CERTIFICATE
and
STATEMENT CONCERNING COMPETITIVE ACT

Truth in Negotiation Certificate:
For all lump-sums or cost-plus-fixed-fee professional service contracts over $50,000 the Utilities Commission shall require the A/E firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contract negotiations.

Contracts for professional services for all lump sum or cost-plus-a-fixed-fee type of compensation shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums where the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one year following the end of the contract.

All records of cost and expenses are available to the Utilities Commission, City of New Smyrna Beach, Florida and shall be maintained throughout this contract upon which the Lump Sum Amount was estimated and finally accepted.

Competitive Negotiations Act:
The architect, registered land surveyor or professional consultant (as applicable), warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the architect, registered land surveyor or professional consultant to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for an architect, registered land surveyor, or professional consultant any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement.

Firm Name: ________________________________________

Authorized Signature: ________________________________________
Name: ________________________________________ Date: __________
Title: ________________________________________

STATE OF FLORIDA, COUNTY OF ________________
Before me personally appeared ____________________________, to me well known and known to me to be the person described in and who executed the foregoing instrument.
WITNESS my hand and official seal, this _______ day of _________________, 2014.

_________________________________________ My commission expires ________________
Notary Public, State of Florida

_________________________________________ Date

Witness

_________________________________________