

# Progressive Design-Build Agreement for Water and Wastewater Projects, as modified.

This Progressive Design-Build Agreement has been developed in conjunction with and endorsed by the Water Collaborative Delivery Association.



**Water Collaborative  
Delivery Association**

Better Projects, Together.

**Document No. 545**

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Washington, D.C.







# Progressive Design-Build Agreement for Water and Wastewater Projects, as modified.

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the Twenty-Fifth day of March in the year of 2024, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

*(Name and address)*

**City of Delray Beach, a political subdivision  
200 N.W. 1st Avenue  
Delray Beach, Florida 33444**

**DESIGN-BUILDER:**

*(Name and address)*

**CDM Constructors Inc.  
75 State Street, Suite 701  
Boston, MA 02109**

**PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

Water Treatment Plant -- Please refer to RFQ No. 2023-066 which is attached hereto as Exhibit I and incorporated herein. Please also refer to the Scope Of work attached hereto and incorporated herein.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## Article 1

### **Design-Builder's Services and Responsibilities**

#### 1.1 General Services.

1.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

1.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such services deemed to be additional services for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

#### 1.2 Phased Services.

1.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, and as set forth in Design-Builder's Services and Responsibilities, Phase 1 Design and Pre-construction Services (the "Scope of Services"), which is attached here as Exhibit B. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 1.3.

1.2.2.1 The Design-Builder understands that schedule for Phase 2 of this Project has site work and construction scheduled to commence on July 16, 2025.

1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

1.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with an option for a GMP, which shall be the sum of:

- i Design-Builder's Fee as defined in Section 6.4.1 hereof;
- ii The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.2 hereof; and
- iii If applicable, any prices established under Section 6.1.3 hereof;

1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal for Phase 2, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

1.3.1.4 The scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

1.3.1.9 If applicable, a Savings provision;

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for the Owner's acceptance of the Proposal; and

1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

### 1.3.2 Review and Adjustment to Proposal.

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

1.3.2.2 Acceptance of Proposal. If Owner notifies the Design-Builder in writing that Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an Amendment to this Agreement, when mutually agreed between the parties ("Contract Price Amendment"). Once the parties have agreed upon the Contract Price, the Owner and Design-Builder shall execute the Contract Price Amendment amending this Agreement, a copy of which shall be attached hereto as Exhibit C, and Owner will issue a Notice to Proceed with Phase 2. At that point, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.3 above;
- ii Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
- iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, the Agreement will be deemed automatically terminated for convenience pursuant to the Contract Documents within thirty (30) days of the date on which Owner's response to the Proposal is due, unless extended by mutual agreement of the parties

## **Article 2**

### **Contract Documents**

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition), as modified ("General Conditions of Contract");

2.1.2 The Contract Price Amendment referenced in Section 1.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 1.3 herein;

2.1.3 This Agreement, including all exhibits (list for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 1.4 of the General Conditions of Contract;

## **ARTICLE 3**

### **Interpretation and Intent**

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents

comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in good faith in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. (Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements to the underlying subject matter herein have been made by the parties except as specifically stated in the Contract Documents.

## **Article 4**

### **Ownership of Work Product**

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain its pre-existing ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, licenses, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all undisputed amounts due for Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product for Owner's design, construction, occupation, operation, maintenance and repair of the Project, but not for use or application on any other project or facility without Design-Builder's (and its subconsultant's) prior express written consent, conditioned on Owner's express understanding that any alteration of the Work Product without the involvement of Design Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein. Design-Builder shall include provisions in each of its subconsultants agreements reflecting the conveyance restrictions and limited license provided herein.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience, or if Design-Builder elects to terminate this Agreement in accordance with the General Conditions of Contract, Design-Builder shall, upon

Owner's payment in full of the undisputed amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product for Owner's design, construction, occupation, operation, maintenance and repair of the Project, but not for use on any other project or facility without Design-Builder's (and its subconsultant's) express written consent, at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein. Design-Builder shall include provisions in each of its subconsultants agreements reflecting the conveyance restrictions and limited license provided herein.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product for Owner's design, construction, occupation, operation, maintenance and repair of the Project, but not for use or application on any other project or facility without Design-Builder's (and its subconsultant's) prior express written consent, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

4.6 Nothing in the Contract Documents shall be construed as a waiver of the Owner's sovereign immunity pursuant to Florida Statutes Section 768.28. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Owner.

The failure of either Party to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the Party under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

## **Article 5**

### **Contract Time**

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than the date established in the Contract Price Amendment, to the extent executed by the parties ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.19 of the General Conditions of Contract is hereby modified to read as follows:



"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: (To Be Determined as part of the Contract Price Amendment)

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. In the event that the Design-Builder fails to perform the Work within a timely manner as set forth in the Contract Documents, and the time to complete such Services has not been extended by a properly executed Change Order, if such delay is caused by the Design-Builder, or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder, the Owner shall be entitled to collect liquidated damages from the Design-Builder.

5.4.1 Design-Builder and Owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, liquidated damages shall be assessed for each calendar day of delay in achieving Substantial Completion of the Work as well as for each calendar day of delay in reaching Final Completion of the Work. The parties agree that the amount of liquidated damages and the inclusion of a grace period (if any) will be specifically addressed in the Contract Price Amendment to the extent it is executed by the parties.

5.5 The above liquidated damage provision shall not affect either party's right to terminate this Agreement nor shall it limit any of the other remedies as provided in the Agreement. The Owner's exercise of its right to terminate this Agreement shall not release the Design-Builder from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner's option may be deducted from payments that may be due and owing to the Design-Builder.

5.6 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any) or Final Completion.

5.7 Owner's Review Time. Owner shall review Design Submissions and the Project Schedule or any updates thereto and provide a written decision to Design-Builder within ten (10) business days of receipt.

## **Article 6**

### **Contract Price/Sum**

6.1 Contract Price/Sum.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the Lump Sum of Fourteen Million, Nine Hundred Eighty Two Thousand, Three Hundred Nine Dollars (\$14,982,309.00) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 6.2 hereof or in the Contract Price Amendment, or equal to Design-Builder's Fee (as defined in Section 6.4 hereof) plus the Cost of the Work (as defined in Section 6.5 hereof), subject to any GMP established in Section 6.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

6.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of \_\_\_\_\_(To be determined as part of Contract Price Amendment)\_\_\_\_\_ Dollars (\$) ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of eleven and one half percent (11.5 %) of the additional costs incurred for that Change Order.

6.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

An amount equal to the sum of: (a) **eleven and one half** percent (11.5%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

6.4 Design-Builder's Fee.

6.4.1 Design-Builder's Fee shall be:

\_\_\_\_\_ To Be Determined as part of Contract Price Amendment \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.

6.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of To Be Determined as part of Contract Price Amendment percent ( \_\_\_\_\_ %) of the additional Costs of the Work incurred for that Change Order.

6.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

An amount equal to the sum of: (a) \_\_\_\_\_ To Be Determined as part of Contract Price Amendment \_\_\_\_\_ percent (\_\_\_\_%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

6.4.3 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.4.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be in accordance with the billing rate table included as Exhibit F to this Agreement.

6.4.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work, at billing rates set forth in the billing rate table included in Exhibit F to this Agreement.

6.4.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices at the billing rates set forth in the billing rate table included in Exhibit F to this Agreement.

6.4.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, general and administrative costs, contributions and assessments required by law, collective bargaining agreements or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof and included in the billing rate table included in Exhibit F to this Agreement.

6.4.3.5 The reasonable cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.4.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.4.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise commercially reasonable efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.4.3.8 Costs, including transportation, inspection, testing, storage and handling of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.4.3.9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the Design-Builder that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.4.3.10 Costs of removal of debris and waste from the Site.

6.4.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.4.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.4.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.4.3.14 All fuel and utility costs incurred in the performance of the Work.

6.4.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.4.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.4.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.4.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements.

6.4.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.4.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.4.3.21 Accounting and data processing costs related to the Work.

6.4.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner, such approval not unreasonably withheld or delayed.

Owner and Design-Builder agree that an escrow account in the amount of \_\_\_\_\_  
(To be determined as part of Contract Price Amendment) \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ ) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

6.4.4 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:



6.5.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

## 6.6 Allowance Items and Allowance Values.

6.6.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

6.6.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together and in good faith during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.6.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advance authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.6.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

6.6.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the agreed Allowance Value.

## Article 7

### **Procedure for Payment**

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:

7.1.1 Unless otherwise agreed, payments for the Preliminary Services shall be made monthly pursuant to the Payment Schedule agreed to by the parties, which is attached here as Exhibit D.

7.1.2 Owner shall have ten (10) business days to review the Design-Builder's invoices. Payments of undisputed amounts are due and payable thirty (30) days from Owner's approval upon presentation of the Design-Builder's invoice.

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the fifth (5<sup>th</sup>) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

### 7.3 Retainage on Progress Payments.

7.3.1 Owner will retain five percent (5%) of the cost of Work, exclusive of General Conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment as set forth in Section 255.078, Florida Statutes.

7.3.2 Retainage. Five percent (5%) of all monies earned by Design-Builder shall be retained by Owner until twenty (20) business days after creation of the Final Punch List as set forth in Section 6.7.4 of the General Conditions.

If a warranty reserve has been established pursuant to Section 6.5.1.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 6.5.1.23 above.

7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within twenty-one (21) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in the General Conditions of Contract.

7.5 Interest. Undisputed Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest at the rate set forth in Section 715.12, Florida Statutes commencing on the 14th day after payment is due. See § 715.12(5), Fla. Stat.

7.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment or for the period required by Florida Public Records Law (whichever is greater), Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment or for the period required by Florida Public Records Law (whichever is greater). Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

## Article 8

### Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

Overhead and profit in the amount of eleven and one half percent (11.5 %) on the sum of items set forth in Section 11.6.1 of the General Conditions. In the event of Termination for Convenience, the Owner shall not be liable to the Design-Builder for lost profits on any Work not performed, home office overhead, or any other type of consequential, special or indirect damages and Design-Builder hereby waives same. All costs of performance claimed by Design-Builder must be fully supported by the Design-Builder's invoices and other documentation acceptable to the Owner, and shall be subject to the Owner's audit.

## Article 9

### Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Omitted.

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Hazen & Sawyer, 2101 NW Corporate Boulevard, Suite 301, Boca Raton, FL 33431, 561-997-8070

The Owner's Representative shall serve as the Initial Decision Maker of any dispute that arises between the parties in the performance of the Services pursuant to the General Conditions.

9.2 Design-Builder's Representatives.

9.2.1 Omitted.

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Greg Roy, PE  
CDM Constructors Inc.  
Design Build Project Manager  
621 NW 53<sup>rd</sup> St #265, Boca Raton, FL 33487  
Tel No. (978) 409-5505



## Article 10

### **Bonds and Insurance**

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages required by RFQ No. 2023-066, which are set forth in the attached Exhibit H, with the exception of Professional Liability coverage which shall be on a claim basis, with limits of no less than Five Million Dollars (\$5,000,000) per claim and Ten Million Dollars (\$10,000,000) in the aggregate, and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Required                       Not Required

Payment Bond.

Required                       Not Required

Other Performance Security.

## Article 11

### **Other Provisions**

11.1 Other provisions, if any, are as follows: (Insert any additional provisions.)

11.2 This Agreement is comprised of the following documents listed below:

11.2.1 DBIA Document No. 545, Progressive Design-Build Agreement for Water and Wastewater Projects, as modified ("Agreement");

11.2.2 DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition), as modified ("General Conditions of Contract");

11.2.3 Exhibit A – Owner's Project Criteria;

11.2.4 Exhibit B – Scope of Services;

11.2.5 Exhibit C – Contract Price Amendment, if any;

11.2.6 Exhibit D – Design-Builder's Payment/Fee Schedule

11.2.7 Exhibit E – Project Schedule

11.2.8 Exhibit F – Design-Builder's Billing Rates

11.2.9 Exhibit G – Insurance Certificates and Bonds (to the extent Contract Price Amendment is executed)

11.2.10 Exhibit H – RFQ No. 2023-066

## Article 12

### **Limitation of Liability**

In recognition of the relative risks and benefits of the Project to both Owner and Design-Builder, to the fullest extent permitted by law, and notwithstanding any other provision of the Contract Documents, the total cumulative liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract or warranty (express or implied), shall not exceed one hundred percent (100%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

## Article 13

### **Owner Direct Purchase**

13.1 OWNER DIRECT PURCHASES. Subject to further agreement in Phase 2 and upon execution of the Contract Price Amendment, the OWNER reserves the right to issue OWNER Purchase Orders directly to suppliers of equipment and materials to be incorporated into the Work as described in the Contract, and in order to obtain the exemption from sales taxes available under Fla. Stat. § 212.08(6), in accordance with the procedures set forth herein. For purposes of this Section 13.1, the term "equipment or materials" means all items of tangible personal property which the OWNER may be eligible to directly purchase sales tax free in accordance with Fla. Stat. § 212.08(6) and the implementing administrative regulations. All other capitalized terms herein will have the definition provided in the Contract, where applicable.

13.1.1 The DESIGN-BUILDER will provide to the OWNER a list of all equipment and materials to be incorporated into the Work, and DESIGN-BUILDER will provide a list to the Owner of the equipment and materials which DESIGN-BUILDER recommends the OWNER to purchase directly. DESIGN-BUILDER will also identify the equipment that are to DESIGN-BUILDER's knowledge and belief: (a) likely to have long lead times and/or (b) available from only a limited number of suppliers.

13.1.2 The OWNER may accept or reject, in whole or in part, the DESIGN-BUILDER's recommendations regarding Owner Direct Purchases, and will in OWNER's sole discretion directly purchase the equipment or materials that OWNER deems suitable for direct purchase.

13.1.3 The DESIGN-BUILDER will require that all quotes for equipment and materials received by DESIGN-BUILDER to be incorporated into the Project: (i) itemize sales tax as a separate item; (ii) include language that the quotations are legally assignable to the OWNER; and (iii) include language stating that if assigned to OWNER, no sales tax will be charged upon provision of OWNER's sales tax exemption certificate. Nothing herein will prohibit the OWNER from requiring the supplier of equipment or materials to be directly purchased by OWNER, from requiring the supplier to issue a written quotation directly to OWNER, even where DESIGN-BUILDER has provided OWNER with an assignable quotation as provided herein.

13.1.4 OWNER will provide DESIGN-BUILDER a list of items of tangible personal property to be purchased directly by OWNER. DESIGN-BUILDER will remain responsible for directly purchasing all items of such property that OWNER does not elect to purchase directly.

13.1.5 For those items of tangible personal property that OWNER elects to directly purchase, DESIGN-BUILDER will prepare for the Owner proposed Purchase Order Request templates,

consistent with the quotes provided by the suppliers and consistent with the requirements of Fla. Stat. § 212.08(6).

13.1.6 DESIGN-BUILDER will forward the completed Purchase Order Request to the Owner's Purchasing Agent and provide a copy to the Project Manager.

13.1.7 The OWNER will issue a Purchase Order to the supplier based on the information provided by the DESIGN-BUILDER and the supplier's written quotation. The Owner will provide a copy of the Purchase Order that was issued to the supplier to the DESIGN-BUILDER for record purposes.

13.1.8 Upon receipt of the OWNER'S executed Purchase Order DESIGN-BUILDER will prepare a deductive change order to the OWNER that will account for the value of the equipment or material and the sales tax as it pertains to the OWNER's direct purchase.

13.1.9 OWNER will acquire title to and assume responsibility for materials directly purchased by OWNER: (a) upon delivery to the job site and (b) satisfactory inspection has been completed by the Owner and CDM Constructors Inc.

13.1.10 Owner-Direct suppliers shall directly invoice the OWNER with a copy to the DESIGN-BUILDER for verification. DESIGN-BUILDER will promptly inspect the condition of the equipment or materials delivered for conformity with Contract specifications, including confirmation that the invoice references OWNER's Purchase Order and is billed to OWNER, not DESIGN-BUILDER. DESIGN-BUILDER will promptly advise the OWNER of any deficiencies in the equipment, materials or invoice.

13.1.11 Upon DESIGN-BUILDER's determination that directly purchased equipment or materials and the accompanying invoice from the supplier are satisfactory, OWNER will pay the supplier directly for the items purchased. Under no circumstances will DESIGN-BUILDER be responsible for paying the supplier. The OWNER will issue a check or wire for the approved invoice amount and mail this check or the wire directly to the supplier, accompanied by the Certificate of Entitlement. A copy of the check or the wire will be forwarded to the DESIGN-BUILDER so that DESIGN-BUILDER can accurately track and summarize all OWNER Direct Purchase payments.

13.1.12 In the event the OWNER does not timely execute the appropriate documents submitted by the DESIGN-BUILDER for direct purchase of the equipment and/or materials, the DESIGN-BUILDER may, upon timely notice to the OWNER, order such equipment and/or materials irrespective of loss of sales tax savings. The DESIGN-BUILDER may assert a Claim for a time extension and fee adjustment in the event that delay is caused by the OWNER's delay in executing the appropriate documentation to direct purchase the equipment and/or materials.

13.1.13 DESIGN-BUILDER will procure the requisite Builder's Risk insurance, inland transit, and installation floater coverages, and the OWNER will reimburse DESIGN\_BUILDER for such costs.

13.1.14 This Article 13 shall comply with the requirements of section 212.08(6), Florida Statutes.

13.1.15 The deductive change for Owner direct purchase will not reduce the DESIGN-BUILDER fee.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**IN WITNESS WHEREOF**, the Owner and Design-Builder each warrant that the signatories below have the requisite authority and approvals to bind the Party to the terms and conditions herein, and hereto have executed this Agreement as of the day and year first above written.

**OWNER/CITY OF DELRAY BEACH**

By: [Signature]  
Terrence Moore, ICMA-CM

ATTEST:

[Signature]  
Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

[Signature]  
Lynn Geim, City Attorney



**DESIGN-BUILDER/CDM CONSTRUCTORS INC.**

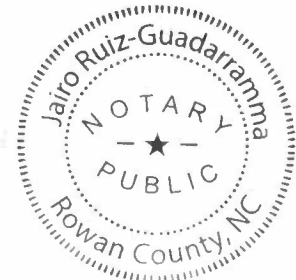
By: [Signature]  
Print Name: TIL FLOYD  
Title: SVP

STATE OF NC  
COUNTY OF Rowan

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21 day of March, 2024 by Tommy Lee Floyd (name of person), as SVP (type of authority) for CDM Constructors, Inc. (name of party on behalf of whom instrument was executed).

Personally known      OR Produced Identification  
Type of Identification Produced NC ID

[Signature]  
Notary Public – State of NC



My Commission expires 03-01-2027

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Questions? We're here to help.

## Contact us



**Design-Build Institute of America**  
1001 Pennsylvania Ave. NW, Suite 410  
Washington, DC 20004

(202) 682-0110  
[dbia@dbia.org](mailto:dbia@dbia.org)

Standard Form of  
General Conditions of  
Contract Between Owner  
and Design-Builder, as  
modified

**Document No. 535**

Third Edition, 2022

© Design-Build Institute of America  
Washington, D.C.





## Design-Build Institute of America - Contract Documents LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgment.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

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# Article 1

## General

### 1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### 1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. However, the current COVID-19 pandemic as well as current military conflicts involving Israel and Hamas shall not constitute force majeure events as they are known at this time, unless there are government or other agency restrictions imposed arising from the pandemic or a war or conflict, which are not in place at the time this Agreement is executed.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of*

*General Conditions of Contract Between Owner and Design-Builder (2022 Edition).*

**1.2.11** *GMP Exhibit* means that exhibit attached to DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

**1.2.12** *GMP Proposal or Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects*.

**1.2.13** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.14** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or other legal entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.15** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.16** *Site* is the land or premises on which the Project is located.

**1.2.17** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.18** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.19** *Substantial Completion or Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and have beneficial use of the Project or a portion thereof for its intended purposes.

**1.2.20** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

**1.2.21** *The Project* is the total design and construction of which the Work performed under the Contract Documents.

**1.2.22** *Owner* is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner is a public body that is a party to this Agreement and for which this Agreement is to be performed. In the event Owner exercises its regulatory authority as a governmental body that is not influenced or impacted by the terms and conditions of this Agreement, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to Owner's authority as a governmental body and shall not be attributable in any manner to Owner as a party to this Agreement.

**1.2.23** *Design-Builder* is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**1.2.24 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Contract Price Amendment for Substantial Completion of the Work.

**1.2.25 Contract Sum** is the amount to be paid to the Design-Builder for performance of the Work after execution of the Contract Price Amendment, as identified in the Contract Price Amendment, which Owner shall, in its sole discretion, determine to be either a lump sum price or a Guaranteed Maximum Price ("GMP") which shall be determined during the performance of the Phase 1 Services and specifically identified in the Contract Price Amendment.

**1.3** In the event of any conflicts, discrepancies, or inconsistencies among the Contract Documents, interpretations will be based on the following order of precedence:

1. The Agreement, as executed or as may be amended hereunder.
2. The General Conditions, as executed or as may be amended hereunder.
3. The Design-Build Amendment, upon its execution.
4. Addenda, with those of later date having precedence over those of earlier date.
5. Drawings and Specifications.
6. Change Orders agreed to pursuant to this Agreement.
7. The RFQ No. 2023-066, as may be amended.
8. All other Exhibits to the Agreement.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services.**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and

exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## **2.2 Design Professional Services.**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals retained by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

**2.2.2** Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

## **2.3 Standard of Care for Design Professional Services.**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of Design-Builder's profession practicing under similar conditions at the same time and in the same locality of the Project.

## **2.4 Design Development Services.**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

**2.4.1.1** Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder or Owner may propose Design Submissions (redesign) that may alter the Basis of Design Documents (30% Design Completion), the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

**2.4.1.2** On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes within fourteen (14) calendar days.

**2.4.1.3** Owner shall review and respond to Design Submissions in the time required by Section 2.4.1.2, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. To the extent mutually agreed, Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

**2.4.1.4** If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price.

Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall retain Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. If the Owner reasonably objects to Design-Builder's selection of a Subcontractor for good cause shown prior to execution of the Contract Price Amendment, upon Owner's objection, Design-Builder shall propose a replacement subcontractor for Owner's review and approval. Where Owner provides a reasonable basis for such objection prior to execution of the Contract Price Amendment, Design-Builder shall not be entitled to an adjustment of the Contract Sum for obtaining a replacement subcontractor, but may seek an equitable adjustment of Contract Time. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit

Owner to occupy the Project or a portion of the Project for its intended use.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Design-Builder represents and warrants to Owner that all materials and/or equipment furnished, and all Work performed by Design-Builder, will be free of defects for a period of one (1) year from the date of Substantial Completion. This warranty is not in lieu of, but is in addition to any other warranties, express or implied, which may be provided by law and by manufacturers, Subcontractors, and suppliers. With respect to Warranty Work performed after Substantial Completion, such one (1) year warranty for such Work shall re-commence upon completion of such specific Warranty Work. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

**2.9.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence as of the date of Substantial Completion.

**2.9.3** The warranty obligations of this Article shall survive completion and final payment or

termination of this Contract for the Work performed to the date of termination.

## **2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work or within such longer period to the extent required by any specific warranty included in the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable. If the Design-Builder commences to correct such defective or nonconforming Work but fails to diligently and continuously work on such correction, the Owner may following an additional ten (10) business days' written notice to Design-Builder, correct such item at Design-Builder and Surety's sole cost and expense. Owner may deduct such costs from any monies due Design-Builder.

**2.10.3** Reserved.

**2.10.4** If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so in writing instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable, subject to the mutual agreement of the parties. Such adjustment shall be effected whether or not final payment has been made.

**2.10.5** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## **Article 3**

### **Owner's Services and Responsibilities**

#### **3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate in good faith with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely written notice of any Work that Owner notices to be



defective or not in compliance with the Contract Documents.

### **3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

**3.2.1.4** A legal description of the Site;

**3.2.1.5** To the extent available, record drawings of any existing structures at the Site; and

**3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

**3.3** Pursuant to City Resolution 114-22 dated August 16, 2022, the City covenants that it is authorized to issue up to \$150 million in bonds for the Project for the use and benefit of the City.

### **3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

### **3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to

cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## **Article 4**

### **Hazardous Conditions and Differing Site Conditions**

#### **4.1 Hazardous Conditions.**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

#### **4.2 Differing Site Conditions.**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## Article 5

### **Insurance and Bonds**

#### **5.1 Design-Builder's Insurance Requirements.**

**5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in RFQ No. 2023-066 and reflected in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and having an A.M. BEST's rating of "A-X" or better. The Owner shall be named as additional insured by endorsement on the Design-Builder's Commercial Automobile and General Liability policies

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

**5.1.4** The Design-Builder shall not commence any portion of the Construction Phase of the Work under the Agreement until it has obtained or has in place all insurance required under this Article 5 of the Agreement and, except for completed operations insurance or except as otherwise provided herein, shall maintain all such insurance policies for a period of not less than two years after completion of this Agreement.

**5.1.5** Except to the extent covered by and paid by insurance, the Design-Builder shall be responsible for all loss or damage Design-Builder or its Subcontractors cause to the Work, including the Design-Builder's materials delivered to site for incorporation therein and all property issued to the Design-Builder by the Owner for use or incorporation in the Work.

#### **5.2 Omitted.**

#### **5.3 Omitted.**

#### **5.4 Bonds and Other Performance Security.**

**5.4.1** Design-Builder shall furnish bonds covering performance of the Agreement and payment of obligations arising thereunder as stipulated in the RFQ No. 2023-066 and in the General Conditions.

**5.4.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

**5.4.3** As set forth in greater detail in the RFQ No. 2023-066 and in the General Conditions, Design-Builder shall provide the Owner with a 100% performance bond in the amount of the Contract Sum and an unconditional payment bond in accordance with Fla. Stat. § 713.23 in the amount of the Contract Sum covering the performance of the Agreement and payment of all obligations thereunder. The bonds shall be executed by a surety that is licensed in Florida and shall remain in effect as required by law and the Contract Documents. The bonds shall be effective as of the Commencement Date as defined in the Agreement and shall cover all Work and obligations under the Contract Documents.

**5.4.3** The Design-Builder shall, upon approval of the bonds by the Owner, record the bonds with the County Clerk's Office of the county in which the work is to be performed and promptly furnish the Owner with a certified copy of the recorded bonds.

**5.4.4** Should Design-Builder fail to perform any of its obligations under this Agreement, the Owner shall give the Design-Builder and Surety a fourteen day (14) Notice of Default. After receipt of the 14 day Notice provided herein, the Design-Builder and Surety shall have the right and opportunity to cure the default(s). If, after the 14 day Notice, the Design-Builder and Surety do not cure the default as provided in this Section, then the Surety, in addition to the Design-Builder, without the need to terminate the Design-Builder, shall be liable to Owner for any damages the Owner may sustain and be entitled to pursuant to this Agreement and the bonds. No further Notices shall be required by Owner.

## **Article 6**

### **Payment**

#### **6.1 Schedule of Values.**

**6.1.1** Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

#### **6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to

receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

**6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

### **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** The Owner may withhold payment to protect the Owner from loss for which the Design-Builder is responsible because of:

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims or liens filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the extent caused by the Design-Builder to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover the remaining balance of the incomplete work when coupled with liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure of the Work to progress satisfactorily or according to the Project Schedule.

**6.3.3** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

### **6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

## **6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

## **6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

## **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract

Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

#### **6.7.4 Statutory Requirements for Final Completion.**

**6.7.4.1** Upon receipt of written notice from Design-Builder that the Work is ready for final inspection and acceptance, the Owner and its consultant, if any, will promptly make the Final Inspection and shall prepare a Final Punch List as required by the Florida Statutes. To the extent this Project involves more than one building or structure, or will proceed in multiple phases, the Owner will provide a Final Punch List for each building, structure, or phase of the Project within the time limitations set forth in this Article.

**6.7.4.2** The Owner shall work with its consultant, if any, to prepare the Final Punch List, which shall include a list of items and the estimated cost to complete each such item, which is required to render complete, satisfactory, and acceptable the Work of the Design-Builder.

**6.7.4.3** To the extent this Project has an estimated cost of less than \$10 million, the Owner shall develop the Final Punch List no later than thirty (30) calendar days after the Project has achieved Substantial Completion. The Owner shall deliver the Final Punch List to Design-Builder within five (5) calendar days of its development.

**6.7.4.4** All items in the Final Punch List shall be completed by the Design-Builder within ninety (90) calendar days after Design-Builder's receipt of the Final Punch List. If the Final Punch List is not provided to the Design-Builder by the agreed upon date for delivery of the Final Punch List, the Contract Time for completion shall be extended by the number of days that the Owner exceeded the delivery date.

**6.7.4.5** Notwithstanding anything to the contrary contained in any Contract Documents or any attachment thereto, the Owner may withhold from payments to Design-Builder a sum equal to one hundred and fifty percent (150%) of the cost of the items on the Final Punch List (the "Final Punch List Balance").

**6.7.4.6** Within twenty (20) business days after the Final Punch List is created, the Owner shall pay the Design-Builder any remaining contract balance, including all retainage previously withheld, excluding an amount equal to the Final Punch List Balance as set forth in Section 6.7.4.5.

**6.7.4.7** The failure to include any corrective work or pending items not yet completed on the Final Punch List does not alter the responsibility of the Design-Builder to complete all the construction services purchased pursuant to the Agreement. All items that require correction under the Contract Documents, which are identified after the preparation and delivery of the Final Punch List remain the obligation of the Design-Builder as defined by the Contract Documents.

**6.7.4.8** Upon Design-Builder's completion of the Final Punch List, Design-Builder may submit to the Owner a final Application for Payment requesting the Final Punch List Balance set forth in Section 6.7.4.5.

**6.7.4.9** If Owner finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued, stating that the

requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

**6.7.4.10** If a good faith dispute exists as to whether one or more items identified on the Final Punch List have been completed in accordance with the Contract Documents, Owner may continue to withhold up to 150% of the total cost to complete such item.

**6.7.4.11** Owner is not required to pay or release any amounts to Design-Builder that are the subject of a good faith dispute made in writing pursuant to the Agreement.

**6.7.4.12** The Design-Builder's obligation to complete all Work in accordance with the Contract Documents shall not be deemed waived, excused, or otherwise satisfied by any failure of any person or entity to include, discover, or identify any incomplete or defective Work in any punch list, completion list, or inspection report, including without limitation the Final Punch List. Issuance of Final Payment shall not constitute a waiver of any incomplete or defective Work or of Design-Builder's obligations under the Contract Documents.

**6.7.4.13 Retainage.** Five percent (5%) of all monies earned by Design-Builder shall be retained by Owner until twenty (20) business days after creation of the Final Punch List as set forth this section. Within twenty (20) business days after the Final Punch List is created, the Owner shall pay the Design-Builder any remaining contract balance, including all retainage previously withheld, with the exception of an amount equal to 150% of the estimated cost to complete the items identified on the Final Punch List, as set forth herein.

**6.7.4.14** This Agreement is intended to comply with the requirements of Sections 218.735 and 255.073-079, Florida Statutes, as applicable. If this Article or Agreement contains any provision found to be unlawful under Sections 218.735 and 255.073-079, Florida Statutes, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**6.7.5** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## **Article 7**

### **Indemnification**

#### **7.1 Patent and Copyright Infringement.**

**7.1.1** Design-Builder shall indemnify and hold Owner harmless from any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to reasonable attorneys' fees and expenses (at the trial and appellate levels) awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take



reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

## **7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

**7.2.2** Nothing in this Section 7.2 shall be construed as a waiver of the Owner's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Owner. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the Owner under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

## **7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

## **7.4 Design-Builder's General Indemnification.**

**7.4.1** Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.2** For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the extent permitted by Florida Statutes Chapters 725.06 and 725.08,, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses (at the trial and appellate levels), for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent caused by the negligent acts, errors or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed by any of them or anyone for whose acts any of them are be liable.

**7.4.3** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, or employees, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

## **7.5 Owner's General Indemnification.**

**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify and hold harmless Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses (at the trial and appellate levels), for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

**7.5.2** Nothing in this Section 7.5 shall be construed as a waiver of the Owner's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Owner. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the Owner under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

## **7.6 Limited Recourse.**

**7.6.1** None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

**7.7** The Parties covenant and agree that the indemnity provisions set forth in this Article 7 shall be construed consistent with Florida Statutes Chapter 725.06 and Chapter 725.08, and that such language shall be reformed to comply with said statutes.

**7.8** The provisions of this Article 7 shall survive final completion of the Project

# **Article 8**

## **Time**

### **8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

## **8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

**8.2.3** No Damage for Delays. Except for those delays caused, in whole or in part, by the Owner, its contractor(s) or any other entity or person under the Owner's control, Design-Builder's sole and exclusive remedy for delays shall be an increase to the Contract Time. Design-Builder shall not be entitled to an increase in the Contract Sum or to payment of any other additional monies from Owner for costs incurred as a result of such delay, including additional or extended General Conditions costs or General Requirements costs. Owner's exercise of its rights under this Agreement shall in no way be considered active interference.

## **Article 9**

### **Changes to the Contract Price and Time**

#### **9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

#### **9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the

agreement.

### **9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

### **9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

### **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this

## **Article 10**

### **Contract Adjustments and Disputes**

#### **10.1 Requests for Contract Adjustments and Relief.**

**10.1.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief ("Claim"). Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

#### **10.2 Dispute Avoidance and Resolution.**

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, good faith, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner will first attempt to resolve Claims at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

**10.2.2.1** Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than seven (7) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Senior Representative and Owner's Senior Representative and an Initial Decision is needed because the issue impacts the critical path of the Project, the Claim shall be referred to the Initial Decision Maker. Unless otherwise mutually agreed in writing, the Owner's Representative as identified in the Agreement shall render the initial non-binding decision on Claims. Design-Builder must continue with its Work when a Claim is pending before the Owner.

**10.2.3.1** If either party initiates a Claim, the Owner's Senior Representative will take one or more of the following actions within seven (7) days after receipt of the notice required: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, or (4) suggest a compromise.

**10.2.3.2** If the Owner's Representative requests the parties to provide a response to a Claim or to furnish additional supporting data, the parties shall respond, within seven (7) calendar days after receipt of such request, and

shall either (1) provide a response on the requested supporting data, or (2) advise that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner's Senior Representative will either reject or approve the Claim in whole or in part within three (3) calendar days.

**10.2.3.3** The Owner's Senior Representative's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be non-binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**10.2.4** Mediation. If either party disputes the Initial Decision or an Initial Decision cannot be reached, the either party may request in writing that the Claim proceed to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation. The parties will share equally in the cost of a mediator.

10.2.4.1 The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. If the dispute proceeds to mediation, all parties, their representatives, and counsel may appear virtually, for instance, via zoom.

### **10.3 Litigation**

**10.3.1** Litigation of Claims, disputes or other matters in question between the Owner and Design-Builder arising out of or relating to this Agreement or breach thereof, which are not resolved by mediation, shall be subject to and decided by litigation exclusively in the state or federal courts of Palm Beach County, Florida. Design-Builder and Owner consent to the venue of the State Courts of Palm Beach County, Florida. EACH PARTY WAIVES THEIR RIGHT TO A TRIAL BY JURY

**10.3.2** In the event that any litigation arises out of or under this Agreement, each Party shall bear its own costs and fees.

### **10.4 Duty to Continue Performance.**

**10.4.1** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

### **10.5 CONSEQUENTIAL DAMAGES.**

**10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

## Article 11

### **Stop Work and Termination**

#### **11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

#### **11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner shall provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

**11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

### **11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

a. Owner's failure to timely pay undisputed amounts properly due under Design-Builder's Application for Payment.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within fourteen (14) calendar days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the fourteen (14) calendar day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

### **11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days cumulatively during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days cumulatively during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to timely cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder shall provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within fourteen (14) calendar days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

### **11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:



**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## **11.6 Termination for Convenience.**

**11.6.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

**11.6.2** If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product for the Project shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent, and such third parties' agreement to the terms of Article 4 of the Agreement.

## **Article 12**

### **Electronic Data**

#### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

#### **12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to

access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **Article 13**

### **Miscellaneous**

#### **13.1 Confidential Information.**

**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of

the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

**13.1.2 Public Records.** Owner is a public agency subject to Chapter 119, Florida Statutes. To the extent that Design-Builder is acting on behalf of Owner pursuant to Section 119.0701, Florida Statutes, Design-Builder shall:

- (i) Keep and maintain public records required by the Owner to perform the Services.
- (ii) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Design-Builder does not transfer the records to the Owner.
- (iv) Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Design-Builder or keep and maintain public records required by the Owner to perform the Services. If the Design-Builder transfers all public records to the Owner upon completion of the Agreement, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the Agreement, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
- (v) If the Design-Builder does not comply with this section, the Owner shall enforce the Contract provisions in accordance with the Contract Documents and may unilaterally cancel this Contract in accordance with state law.

**IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

## **13.2 Assignment.**

**13.2.1** Neither Design-Builder nor Owner shall, without the prior written consent of the other party assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

## **13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are

binding upon the parties, their employees, agents, heirs, successors and assigns.

#### **13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles. Venue and jurisdiction shall be in a state or federal court in the County where the Project is located. OWNER AND DESIGN-BUILDER EACH WAIVE THEIR RIGHT TO TRIAL BY JURY.

#### **13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

#### **13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

#### **13.7 Headings.**

**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

#### **13.8 Notice.**

**13.8.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

#### **13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

#### **13.10 Scrutinized Companies**

**13.10.1** Design-Builder certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement at its sole option if the Design-Builder or its subconsultants are found to have submitted a false certification; or if Design-Builder, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**13.10.2** If this Agreement is for more than one million dollars, Design-Builder certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement at its sole option if Design-Builder, its affiliates, or its subconsultants are found to have submitted a false certification; or if Design-Builder, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**13.10.3** Design-Builder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**13.10.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**13.11 Sovereign Immunity.**

Nothing in this Agreement shall be construed as a waiver of the Owner's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Owner. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the Owner under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Owner does not waive any privileges, rights, defenses, or immunities available to Owner by entering into the Agreement or by its conduct prior to or subsequent to entering into the Agreement.

**13.12** Each Party warrants that the signatory on behalf of the party has the requisite authority and approvals to legally bind the party to the terms and conditions herein.

**IN WITNESS WHEREOF**, the Owner and Design-Builder hereto have executed these General Conditions as of the day and year first above written.

ATTEST:

*Katerri Johnson*  
Katerri Johnson, City Clerk

**OWNER/CITY OF DELRAY BEACH**

By: *[Signature]*  
Terrence R. Moore, ICMA - CM

Approved as to form and legal sufficiency:

*[Signature]*  
Lynn Geff, City Attorney



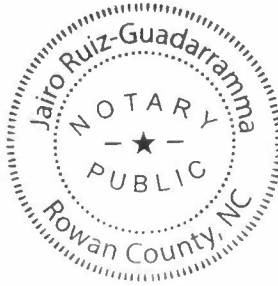
**DESIGN-BUILDER/CDM CONSTRUCTORS INC.**

By: *[Signature]*  
Print Name: TL FLOYD  
Title: SVP

STATE OF NC  
COUNTY OF Rowan

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21 day of March, 2024 by Tommy Lee Floyd (name of person), as SVP (type of authority) for CDM Constructors, Inc. (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification  
Type of Identification Produced NCID



Jairo Ruiz-Guadarrama  
Notary Public – State of NC

My Commission expires 03-01-2027

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[dbia@dbia.org](mailto:dbia@dbia.org)

**Exhibit A**  
**OWNER'S PROJECT CRITERIA**



**CITY OF DELRAY BEACH WATER TREATMENT PLANT  
PROGRESSIVE DESIGN-BUILD PROJECT**

**Project Objectives**

- Design and construction of a new treatment facility using the most reliable, effective, and proven treatment technology that would allow the City to supply safe and reliable drinking water to its customers. The new water treatment plant comply will provide the City with the ability to meet current and future drinking water standards and regulations and to improve and achieve long term drinking water quality goals.
- Progressive Design Build collaborative project delivery method will encourage innovation in the design and construction of the project and will help expediate the project delivery schedule for compliance with upcoming PFAS regulations.

**Project Scope**

- Design and construction of a new membrane water treatment plant with an initial minimum treatment capacity of 14 million gallons per day (MGD) and flexibility to expand treatment capacity to 22 MGD of finished water. The new plant will include the necessary ancillary facilities for pre-treatment of raw water supply and post-treatment for permeate stability.
- Design of the new facility shall be governed by all applicable federal, state, and local regulations, including but not limited to Primary and Secondary Drinking Water Standards, Groundwater Rule (4-log Certification is required for the blended water prior to leaving the WTP site), Lead and Copper Rule (including Optimal Corrosion Control Treatment Evaluation), and Proposed PFAS Regulations (as issued on March 29, 2023).
- Construction of six (6) new raw water supply wells to replace existing non-performing wells.
- Construction of a deep injection well for concentrate disposal.
- Infrastructure required for blending of membrane water with lime softener water from the existing water treatment plant.
- Required process mechanical, civil, architectural, structural, plumbing, HVAC, electrical, hydrogeologic, geotechnical, instrumentation and controls, and all other related disciplines and components required for a fully operational facility.

**Project Location:** the new water treatment plant will be constructed within the premises of the City's existing water treatment plant located on Swinton Avenue, City of Delray Beach.

**Estimated Project Budget:** \$129,000,000

**Project Completion Schedule:** Fourth quarter of 2027

**Exhibit B**  
**SCOPE OF SERVICES**

## ATTACHMENT A

### RFQ 2023-066 CITY OF DELRAY BEACH WATER TREATMENT PROGRESSIVE DESIGN BUILD PROJECT

#### Design-Builder's Services and Responsibilities

#### PHASE 1 DESIGN AND PRE-CONSTRUCTION SERVICES

(January 19, 2024)

## PHASE 1 SERVICES

### GENERAL

#### PURPOSE

This Attachment A sets forth the Phase 1 Design & Preconstruction Services to be provided by the Design-Builder.

#### ORGANIZATION

##### Task 1 - Project Management

- Subtask 1.1 Project and Quality Management
- Subtask 1.2 Workshops & Meetings
- Subtask 1.3 Project Coordination & Document Control
- Subtask 1.4 Public Outreach Planning and Support
- Subtask 1.5 Florida SRF Application and Administration Assistance

##### Task 2 – Well System Assessment and Mitigation

- Subtask 2.1 Assessment of Existing Well System
- Subtask 2.2 Allowance for System Mitigation

##### Task 3 – Membrane Pilot Testing and Corrosion Control Study

- Subtask 3.1 Membrane Pilot Testing
  - Subtask 3.1.1 Pre-Pilot Testing and Raw Water Characterization
  - Subtask 3.1.2 Pilot Testing Plan
  - Subtask 3.1.3 Pilot Testing Apparatus, Mobilization and Start-Up
  - Subtask 3.1.4 Pilot Operation, Testing, Monitoring and Sampling
  - Subtask 3.1.5 Pilot Testing Report
  - Subtask 3.1.6 Condition Assessment and Procedures for Piloting FAS Well
- Subtask 3.2 Desk-Top Corrosion Control Study
- Subtask 3.3 Pipe Loop Testing for OCCT and Update of Corrosion Control Study

#### **Task 4 - Phase 1 Design Services**

- Subtask 4.1 Background Document, Record Drawing Review and Validation
- Subtask 4.2 Geotechnical Investigations
- Subtask 4.3 Surveying, Mapping, and Site Investigations
- Subtask 4.4 Permitting and Approvals
- Subtask 4.5 10 Percent Design
- Subtask 4.6 30 Percent Design Package and Basis of Design Report
- Subtask 4.7 60 Percent Design Packages
- Subtask 4.8 90 Percent Design Package
- Subtask 4.9 100 Percent Design Package
- Subtask 4.10 Asset Management

#### **Task 5 - Preconstruction Services**

- Subtask 5.1 Preconstruction Administration
- Subtask 5.2 Constructability Reviews, Construction Planning and all Required Deliverables
- Subtask 5.3 Cost Modeling and Estimates
- Subtask 5.4 Scheduling and Construction Phasing
- Subtask 5.5 Subcontractor and Vendor Outreach
- Subtask 5.6 Suggested Early Work Packages and Owner Direct Purchase
  - Subtask 5.6.1 GMP Package for Concentrate Injection Well and Monitoring Well
  - Subtask 5.6.2 GMP Package for Site Work
  - Subtask 5.6.3 Early GMP Package for Long Lead Equipment
  - Subtask 5.6.4 Owner Direct Purchase
- Subtask 5.7 Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment

## **TASK 1.0 - PROJECT MANAGEMENT**

The OWNER is proceeding with the progressive design-build of a 14 MGD membrane water treatment plant to be located at the site of the existing lime softening water plant located at 200 SW 6th Street, Delray Beach, Florida. The work also includes the installation of 6 new Biscayne surficial production wells and an assessment to repurpose an existing Floridan aquifer storage and recovery well.

### **Subtask 1.1 – Project and Quality Management**

Provide necessary project management and coordination of Design Services and Preconstruction Services throughout Phase 1. Project and Quality Management will include the following elements:

#### **Phase 1 Project Management and Project Management Plan**

Project Management will cover the Design-Builder's overall oversight of the Project, and includes, for example, management, invoicing, safety, meetings, training, partnering and oversight of the design and preconstruction activities.

Within 30 days of issuance of the Notice to Proceed, the Design-Builder will submit a draft Phase 1 Project Management Plan to communicate basic Project requirements and approach to its Project team and subconsultants and establish and document standard project management requirements. This plan would parallel the Phase 1 approach specified by the Design-Builder in the submitted Proposal.

At a minimum the Project Management Plan will identify the project team including team members, their roles, responsibilities and contact information. This section of the Project Management Plan will also describe protocols for communication between team members and with OWNER so that team members are up to date on Project developments. A list of key project stakeholders and their contact information will be included.

The Project Management Plan will also include:

1. As an attachment, the Phase 1 Health and Safety Plan (as described below)
2. As an attachment, the Phase 1 Quality Management Plan (as described below)
3. As an attachment, the Phase 1 Risk Management Plan (as described below)
4. As an attachment, the Virtual Design and Construction Plan (as described below)
5. Phase 1 Project Schedule (See Task 5.4)

#### **Health and Safety Management Plan**

The Health and Safety Management Plan will establish the Design-Builders requirements, protocols and procedures for maintaining the health and safety of its team. Throughout Phase 1, the Design-Builder will implement its Phase 1 Health and Safety Plan so that Project personnel and subconsultants are familiar with and implement the plan's requirements. As part of this, the Design-Builder will track Project related safety incidents of its personnel and subconsultants and will report incidents promptly to OWNER and appropriate governing bodies/agencies.

### **Quality Management Plan**

The Quality Management Plan will identify procedures for quality assurance and quality control including the necessary levels of documentation and procedures for monitoring the effectiveness of Design-Builder's Phase 1 quality program.

Throughout Phase 1, the Design-Builder will implement its Phase 1 Quality Management Plan so that Project personnel and subconsultants are familiar with and implement the plan's requirements. The Phase 1 Quality Management Plan will include requirements for both design and constructability reviews of deliverables.

### **Risk Management Plan**

The Risk Management Plan will include an initial Risk Register identifying Phase 1 and Phase 2 project risks known at the time. The risk register will document risks, owner of each risk item, probability and consequence of risks, potential cost of risks, and management and mitigation strategies.

Throughout Phase 1, the Design-Builder will regularly update the Project Risk Register(s) for Phases 1 and 2 risks and report the changes to OWNER. Updates will occur whenever a significant risk issue is identified and no less frequently than monthly in Phase 1.

### **VDC Execution Plan**

A Virtual Design and Construction Plan (VDC) will be created and contain the following:

1. Set up Autodesk Construction Cloud Environment including Revit, Civil 3D, and Plant 3D design spaces.
2. Revit templates for disciplines to be created.
3. Title block and project information to be created and added to title block.
4. Setting up preliminary coordination between discipline modelers/drafters.
5. Coordination between Design-Builder and sub-contracted design firms.
6. Milestone (60%, 90% and 100%) Clash Detection among all disciplines and Design-Builders.
7. Final discipline coordination and archiving from Autodesk Construction Cloud to ProjectWise.
8. Plan to utilize the design model for constructability reviews, future smart layout, and quantity checking for estimating purposes.

## **Subtask 1.2 – Workshops & Meetings**

### **Kickoff / Chartering Meeting**

The Design-Builder will schedule, prepare for, and conduct a Project Kickoff meeting to introduce team (OWNER, Design-Builder, and OWNER's Representative) members, review and endorse overall project objectives, discuss project management protocols, and introduce early project activities. The kickoff meeting will also be designed to foster open communication, trust, understanding, and teamwork between the Design-Build team and OWNER project team.

Key members of all firms on the Design-Builder's project team, the OWNER's Representative team, and OWNER's project team are to attend.

### **Progress Meetings**

The Design-Builder will schedule, facilitate, participate and document bi-weekly project progress meetings with the OWNER's project team during Phase 1.

Progress meetings are to provide a routine forum for reviewing items in the monthly progress report, discussing ideas, and confirming short-term and long-term Project priorities. The Design-Builder will complete updates to a high-level project schedule to reflect changes to the major project deadlines, near-term (next two months) milestones, and critical path. Design-Builder will provide this schedule update three days prior to the regularly scheduled progress meetings.

### **Technical Workshops and Meetings**

The Design-Builder will schedule and facilitate technical workshops focusing on specific topics. These meetings are to provide a forum for presenting the OWNER with alternatives and design information while providing an opportunity for feedback and direction from the OWNER. The topics for these workshops and technical meetings will be agreed upon by OWNER and the Design-Builder but may include:

Workshops:

1. Project Scoping Workshop
2. Alternatives Evaluation Workshop
3. Basis of Design Workshop
4. Baseline Cost and Schedule Workshop
5. 30-percent design
6. 60-percent design
7. 90-percent design
8. Phase 2 Contract Price Proposal Submittal Development

Technical Meetings:

1. Background information review, validation and definition of finished water quality goals
2. Pilot Testing Plan
3. Pilot Testing Results and Report
4. Corrosion Control Testing and Report
5. Control systems and strategies
6. Equipment selection
7. Maintenance requirements for equipment access, lifting and repairs
8. Power supply and distribution
9. Permitting and approvals
10. Traffic control and site use planning

### **Deliverables**

1. Meeting agenda and meeting notes
2. Topic-specific workshop materials for workshops

## **Assumptions**

1. Assume that progress meetings will average 2 hour in duration and will involve the Design-Builders project manager, design manager and an average of two other members of the Design-Builders team.
2. Assume Workshops average 3 hours in duration.
3. Assume Technical Meetings average 2 hours in duration and can coordinated to perform multiple minor workshops in the same week for efficiency.

## **Subtask 1.3 – Project Coordination and Document Control**

### **Project Coordination and Communication**

The Design-Builder will conduct general coordination and communication with the Design-Builder's Project team and with the OWNER regarding issues as they arise, including scheduling, progress of Project activities etc.

### **Project Progress Tracking and Reporting**

The Design-Builder will submit monthly reports summarizing Project progress. The monthly progress reports will include a narrative summarizing progress and will identify recommended actions by OWNER or the Design-Builder to mitigate risks or modify the Project approach and scope. Attachments to the monthly progress report will include an updated Risk Register, monthly invoice and backup, including budget status update by percent complete.

### **Electronic Data Repository**

The Design-Builder will develop a plan for implementing centralized document control for the Project. The Design-Builder will create a centralized location to store project records, as built construction drawings, technical specifications, risk register and previous reports. The Design-Builder will utilize an agreed upon system architecture to develop a central site and landing page to enable stakeholders to store and view links to important data libraries, apps, and web pages, to see recent site activity in the activity feed, to store and collaborate on files and to create and manage lists of information.

If OWNER desires to utilize the OWNER's existing document control or Project Management System (PMS), the OWNER may create a new project for this contract within the PMS and supply the Design-Builder with licenses or tokens as required and the Design-Builder will join that project and populate documents as required.

### **Deliverable Review and Response**

Deliverables are to be submitted in draft form for review by the OWNER. Unless otherwise noted on the Project Schedule, the OWNER will provide comments within two weeks of the deliverable and the Design-Builder will respond to the OWNER's comments by revising the draft deliverable within two weeks thereafter. Wherever Design-Builder chooses to not make a change suggested by the OWNER, Design-Builder will provide a written response explaining its rationale.

The Design-Builder will maintain a comments and response log to track and confirm design adjustments are made. The OWNER will provide their initial comments in the log format.



### Deliverable Software

Work products are anticipated to be developed using the most current (January 2024) versions of the following software products:

1	Word Processing	Microsoft Word
2	Spreadsheets	Microsoft Excel
3	Scheduling	Primavera
4	Drawings	Autodesk Revit (Buildings)
		Autodesk Plant 3D (Process Mechanical/ Process and Instrumentation Diagrams (P&ID))
		Autodesk Civil 3D (Civil Site/ Grading)
		Autodesk AutoCAD 3D (Miscellaneous)
5	Hydraulic Profile	Visual Hydraulics
6	Process Design Software	Commercially available software
7	Building Information Modeling Data Environment	Autodesk Construction Cloud
8	Document Control	SharePoint

Design-Builder will submit an electronic file in portable document format (PDF) and a hard copy when requested by the OWNER. Hard copy deliverables will be printed at 8-1/2"x11" with full-size 22"x34" drawings reduced to 11"x17". Electronic source files for final deliverables will be provided when requested by the OWNER.

### Deliverables

1. Monthly Payment Applications and Progress Reports

#### **Subtask 1.4 – Public Outreach Planning and Support**

Minimizing construction impacts on neighbors, maintaining a high level of public trust and maintaining positive relationships with key stakeholders are critical success factors for this Project. The Design-Builder will provide Strategic Outreach Counseling including the following:

#### **Communication Outreach Plan/ Program**

The Design-Builder shall prepare draft and revised communication outreach plan and education/ outreach materials that include the following:

1. Communication Outreach Plan Development
2. Public opinion research/survey to assess stakeholder concerns and/or understanding of the Project

3. Initial stakeholder database development and maintenance
4. Key Messaging Development
5. Project communications guidelines development
6. Create schedule of direct neighborhood gatherings and/or virtual presentations, virtual or in-person “water cooler” events related to project progress
7. Customer newsletter updates (Digital – print only if needed)
8. Blog-postings, social media, and press releases content development
9. Rapid response communication plan/guideline development
10. Make progress presentations to City Commission

### **Project Fact Sheets**

The Design-Builder will prepare public-facing Project fact sheets, summary posters and PowerPoint presentations as needed.

1. Create public-facing Project fact sheets
2. Summary posters/Flyers
3. PowerPoint presentation(s)

### **Subtask 1.5 – Florida SRF Application and Administration Assistance**

The OWNER is seeking financial assistance to fund a portion of the Project from State funding agencies. The Design-Builder will assist the OWNER with the application and administration processes for funding under the Florida Department of Environmental Protection (FDEP) Drinking Water State Revolving Fund (DWSRF) funding program. Specific services include submittals for funding priority lists, loan applications, contract labor compliance, disbursement preparation guidance and review, closeout document preparation, and miscellaneous meetings and tasks. OWNER will pay all application fees and other associated fees required by funding agencies.

The OWNER has begun to apply for SRF funding and the Design-Builder will provide services to complete the application process. These services include preparation of a Planning Document to satisfy current funding commitments and requirements for project planning under the DWSRF, Emerging Contaminants (EC) program. The requested funding to date is for services to define treatment technology alternative analysis, to precisely define the Project and to document that the treatment will provide compliance with the proposed PFAS regulations. The Planning Document, or Basis of Design Report, will summarize these details and be performed under Task 4. The Planning Document will also provide the following requirements of the DWSRF program:

- Public participation (with public notice and meeting minutes)
- Financial feasibility plan (business plan provided by OWNER)

- Adopting resolution (provided by OWNER)
- Site certification (provided by OWNER)
- Fiscal sustainability plan ((provided by OWNER)
- Population and land-use information for the OWNER
- Managerial capacity (provided by OWNER)
- City's Comprehensive Plan (provided by OWNER)
- Facilities planning documents (10% design completion)

Following approval of the Planning Document, the OWNER will be eligible to apply for future SRF funding. Design-Builder shall assist the OWNER with preparation and submittal of up to four, Request for Inclusion (RFI) for design and/or construction funding for the Project under the DWSRF program. If the Project is priority listed for funding by the DWSRF, the Design-Builder will assist the OWNER with preparation and submittal of the loan agreement application and administrative activities necessary to support the loan agreement application.

## **TASK 2.0 WELL SYSTEM ASSESSMENT AND MITIGATION**

The Design-Builder and OWNER recognize that the existing methods and materials of construction, and condition of the raw water pumping and transmission system will have a significant impact on the proposed pilot and future membrane plant. These impacts relate to the potential air intrusion into the raw water system and corrosion products from ferrous metals in the raw water system, both of which can cause rapid fouling of the membranes in the pilot and full-scale facility.

The objective of this task is to evaluate the existing design and condition of the Biscayne SAS (surficial aquifer system) raw water supply system to identify items that should be corrected prior to subsequent phases of the pilot testing program and commissioning of the full-scale facility. The assessment defined below will identify sources of air intrusion but is not intended to be a hydrogeological wellfield rehabilitation assessment. Recommendations for removal of air sources will be provided for the Design-Builder to make repairs and modifications to the existing system and to mitigation the issues.

## **Subtask 2.1 – Assessment of Existing Well System**

Design-Builder will review available record drawings and other relevant documents available from OWNER related to the raw water supply wells, well pumps, and raw water transmission systems which will feed the proposed membrane treatment process. Design-Builder shall conduct visits to all well sites to observe the design, configuration, and condition of the above-grade wellhead piping and equipment, and pumping water levels relative to well pump settings if available, as they relate to potential impacts on the operation of the membrane process.

Based on Design-Builder's review of record documents provided by OWNER and visits the 30 Biscayne SAS well sites. Design-Builder shall provide an itemized listing of recommendations to OWNER for improvements to the well pumping and transmission system to eliminate potential sources of air in the raw water system, and minimize the risk of membrane fouling related to corrosion products in the raw water.

The construction documents developed by Design-Builder will be suitable for procurement of construction permit(s) for the proposed work from the Florida Department of Health, Palm Beach County (FDHPBC), if permitting of the necessary improvements is necessary. If necessary, Design-Builder shall prepare and submit appropriate permit applications for the necessary permit(s) from the FDHPBC.

A technical memorandum will be provided summarizing the assessment and recommendations. This will be followed by abbreviated construction documents (schematics and specifications) defining the work to be performed. Implementation of the recommendations presented in the technical memorandum will be conducted under the allowance described in Subtask 2.2.

## **Subtask 2.2 – Allowance for System Mitigation**

An allowance has been provided as part of the Phase 1 contract for the Design-Builder to procure and execute the construction activity required for system repairs and modifications detailed as part of services in Subtask 2.1. The Design-Builder will provide open book detail for the recommended sole sourced construction of this work. The allowance will also cover construction administration by the Design-Builder during construction.

The scope of construction activity will be designed to mitigate sources of air entering the existing Biscayne SAS wells and conveyance piping. These improvements could include:

- Replacement of malfunctioning air vacuum valves
- Installation of missing foot (check) valves
- Repair of faulty and leaking pump seals
- Elimination of dry pump suction due to excessively low well water levels

## TASK 3.0 MEMBRANE PILOT TESTING AND CORROSION CONTROL STUDY

This Task details scope requirements for planning, execution, documentation, data interpretation, and design implementation of the findings of the pilot testing program. Pilot testing will be conducted in accordance with the requirements of applicable provisions of Chapter 62-555, Florida Administrative Code (FAC). The Design-Builder shall be responsible for performing the pilot testing associated with the Project.

The objectives of the pilot testing program are to:

1. Confirm that the proposed process and membrane selections will meet regulatory standards and achieve the OWNER's water quality goals, including compliance with proposed PFAS maximum contaminant levels (MCLs).
2. Characterize the raw water quality with respect to treatability with the membrane process and pre- and post-treatment steps.
3. Optimize the treatment process with respect to chemical pre- and post-treatment (including corrosion inhibitor), power consumption, and finished water quality.
4. Generate design data and criteria that will be utilized in the design of the full-scale treatment process.
5. Compare the performance of membrane selections from two major membrane element manufacturers relative to permeate quality, process stability, and operating power and chemical costs.

The membrane piloting program for only the Biscayne Aquifer wells will comprise of the following:

1. Pre-pilot testing evaluations and investigations
2. Initial piloting of two membrane manufactures, on independent and identical pilot units, to assess PFAS reject performance. The two vendors may assess different elements during this 1-month testing period.
3. Long term piloting of two membrane manufactures, on independent pilot units, to assess element break point for requiring cleaning. This long-term testing will occur over 5 months.

At this time, pilot testing will only be performed on raw water from the Biscayne SAS well fields and not include water from the single Floridan Aquifer (ASR) well or water from the existing lime softening WTP. The reliability and operability of the existing Floridan well and infrastructure is unknown and unlikely to be pilot ready. Therefore, a study is required to define improvements to make the well operational and to also detail procedures for piloting. That study is included in Subtask 3.1.6.

Based on recent PFAS rejection data from other nanofiltration (NF) facilities in South Florida that shows that NF membranes remove PFAS constituents to non-detectable levels in the permeate, it is assumed that only NF membranes will be tested. The following is a general description of the proposed raw water characterization and NF process pilot testing program.

Task 3 includes all labor, materials, equipment and laboratory testing services required to complete the piloting effort described herein. Two identical pilot units will be furnished for equal comparison of membrane performance. One unit will be a 6-month rental charge while the second unit is being purchase by the OWNER and that fee included within this Task.

### Subtask 3.1 – Membrane Pilot testing

#### Subtask 3.1.1 - Pre-Pilot Testing and Raw Water Quality Characterization

Design-Builder shall develop and complete a limited raw water sampling program for the purpose of evaluating the condition of the existing raw water supply relative to process treatability. In general, the objective is to determine design requirements for physical pretreatment (e.g., sand strainers, cartridge filters, etc.) upstream of the membrane process, as well as evaluate membrane fouling potential. It is anticipated that sampling and field analyses will be conducted at up to fifteen (15) selected individual well locations and from a composite raw water sampling point located in the general vicinity of the proposed connection point to the on-site raw water system for the NF process feed. It is anticipated that the sampling and analyses will include the following parameters:

- Silt density index (SDI)
- Turbidity
- Total suspended solids
- Dissolved (filtered) and non-filtered iron
- Hydrogen sulfide
- Dissolved oxygen (DO)
- Oxidation reduction potential (ORP)
- Total organic carbon (TOC)
- Sand content

Sampling and analysis will be conducted for the following ions and parameters. A total of five (5) samples will be collected during the Raw Water Quality Characterization.

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| • Hardness as CaCO <sub>3</sub> | • CO <sub>2</sub>                 |
| • Ca                            | • NH <sub>3</sub>                 |
| • Mg                            | • TDS                             |
| • Na                            | • pH                              |
| • K                             | • Color                           |
| • Ba                            | • Hydrogen Sulfide                |
| • Sr                            | • Temperature                     |
| • Fe <sup>+2</sup>              | • Total Organic Carbon            |
| • CO <sub>3</sub>               | • Potential (HAA5 FP)             |
| • HCO <sub>3</sub>              | • Total Trihalomethane Formation  |
| • SO <sub>4</sub>               | • Potential (TTHMFP)              |
| • Cl                            | • Five Haloacetic Acids Formation |
| • F                             |                                   |
| • SiO <sub>2</sub>              |                                   |

## Deliverable

Design-Builder shall prepare and submit a Technical Memorandum (TM) to OWNER summarizing the activities, evaluations, results, and recommendations under this Task.

### **Subtask 3.1.2 - Pilot Testing Plan**

Design-Builder shall prepare a written protocol for the pilot testing program. The testing protocol will be designed based on the initial findings of the pre-pilot testing phase. The testing protocol shall detail the equipment, instrumentation, operating procedures, monitoring and testing to be used in the testing program. The testing protocol shall address the following:

1. Overview of purpose and specific goals of each phase of the testing program, including major testing parameters such as design flux, recovery rates, pretreatment chemical dosages, water quality goals, and evaluation criteria.
2. Preliminary schematic design of the pilot test units. Because this scope of work includes side-by-side testing of membrane element selections from two manufacturers, two pilot test units of functionally identical design will be required. This scope of work includes the procurement of one unit to be leased over the duration of the pilot testing program, and the fabrication of a second unit which will be delivered to the OWNER upon completion of the Project. The second unit will be incorporated into the design of the full-scale facility to be available for future process optimization investigations (i.e., testing different cleaning regimens, pilot testing future replacement membrane element selections, future optimization of chemical pretreatment approaches, etc.).
3. Permitting requirements applicable to the testing program, including those included in Chapter 62-555.520, Florida Administrative Code (FAC).
4. Selection of the locations of the connection point for the raw water supply to the pilot testing apparatus, discharges of permeate and waste streams, and set-up of the testing apparatus. Each pilot test unit will require approximately 85 gpm (0.13 mgd) of feed water. It is assumed that the pilot unit permeate can be discharged to the OWNER's wash water recovery basin for recycle to the head of the lime softening process to avoid unnecessary waste. This will require approval by the FDHPBC. Design-Builder shall seek such approval from the FDHPBC prior to initiating pilot testing.
5. Protocols for delivery, storage, and handling of any chemicals to be used in the testing program.
6. Procedures for periodic sampling for dissolved oxygen (DO) and/or other parameters (e.g., ORP) to monitor for the presence of entrained air and resulting membrane fouling potential during testing.
7. A testing schedule including objectives and durations for each phase and critical testing milestones, decision points, and decision-making criteria.
8. A written monitoring, data collection, and sampling plan for each testing phase.
9. Standard sampling and laboratory analytical procedures to be employed.
10. Estimated costs for laboratory analysis fees.
11. Health and Safety Plan
12. Plan for site preparation and mobilization, and de-mobilization and restoration.

## Deliverables

Pilot Testing Plan

### **Subtask 3.1.3 – Pilot Testing Apparatus, Mobilization and Start-Up**

The Design-Builder is responsible for the following scope of work associated mobilization and start-up of the pilot testing apparatus:

1. Installation of permeate and concentrate piping to discharge point(s) defined by the OWNER and in accordance with regulatory and permitting requirements.
2. Mobilization of the pilot testing apparatus to the site, installation of the equipment, and making ready for testing. Design-Builder will coordinate with OWNER for access to power necessary for the testing program from the plant power distribution system.
3. Furnishing and installing other system components including cartridge filter elements, membrane elements, permeate flush tank, chemical feed pumps and storage vessels, etc.
4. Start-up of the testing apparatus at the beginning of each phase.

The Design-Builder will make a connection (wet tap and valve) to the existing 24-inch water main from the western wellfield. It is anticipated that the connection point and test set-up location will be in the southwest corner of the plant site. A 3.5-inch connection will supply two pilot test units. Design-Builder will coordinate with the OWNER and FDHPBC on the discharge point(s) for the pilot unit permeate and concentrate.

### **Subtask 3.1.4 – Pilot Operation, Testing, Monitoring, and Sampling**

The duration of the pilot testing program is anticipated to be 6 months from start-up of the two NF testing units. The pilot will only commence when the Design-Builder and OWNER are satisfied that air intrusion in the well system has been eliminated and dissolved oxygen in the raw water is at levels that will not foul the membranes.

#### **Data Collection and Monitoring**

It is anticipated that the following parameters will be monitored and recorded for the purpose of collecting and assessing normalized membrane performance data, performance trends, and water quality over the 6 months of piloting:

<b>Parameter</b>	<b>Frequency</b>
SDI	Daily
Feed pH	Daily
Feed Temperature	Daily
Feed and permeate conductivity	Daily
Feed and permeate flows	Daily
Feed, permeate, and concentrate pressures	Daily
Recovery rate (calculated)	Daily
Average flux (calculated)	Daily
Specific flux (calculated)	Daily
Salt passage (calculated)	Daily



The following water quality sampling and laboratory analyses will be contracted to an outside laboratory, as indicated below.

**Laboratory Analytical Data**

Feed and permeate total hardness	Weekly
Feed and permeate magnesium hardness	Weekly
Feed and permeate alkalinity	Weekly
Feed and permeate iron	Weekly
Feed and permeate TTHM5	Start/end of testing
Feed and permeate HAA5	Start/end of testing
Feed and permeate TOC	Start/end of testing
Feed and permeate chlorides	Start/end of testing
Feed and permeate sulfide	Start/end of testing
Feed and permeate PFAS	Start/mid/end of testing

In addition to the above, the feed water and permeate will be analyzed for all primary and secondary water quality standards at the beginning and end of the testing period. The OWNER will have access to the water quality and membrane performance databases during the testing period.

**Pilot Plant Operations and Maintenance**

Design-Builder will have the qualified Pilot Plant Operator visit the testing site each business workday, at the discretion of Design-Builder depending in testing activities. In addition to services defined above, the Pilot Plant Operator’s activities on site will include:

- Providing technical staff to operate and monitor the pilot testing apparatus. It is assumed that staff will be on site an average of 3 hours per day, 5 days per week.
- Collection of operating data and routine sampling in accordance with written monitoring and sampling plan. Tabulate and interpret the data.
- Checking and making adjustments and repairs to the testing equipment to confirm that the plant is operating as intended and all desired data is being collected.
- Performing cartridge filter change-outs and membrane cleanings as necessary and recommended by the membrane element manufacturer.

**Outside Analytical Laboratory Services**

Design-Builder shall be responsible for selecting, retaining, and coordinating with a qualified certified water quality analytical laboratory capable of performing analyses for constituents of interest, including microconstituents (PFAS). Design-Builder shall be responsible for all fees for laboratory analyses provided in this scope of work.

**Data Reporting, Periodic Process Adjustments, and Monthly Status Updates**

Performance data from the pilot testing apparatus will be entered by Design-Builder’s staff into an electronic EXCEL™ spreadsheet provided by Design-Builder and updated weekly. This spreadsheet will incorporate or be augmented by data normalization programs supplied by the membrane manufacturer.

In addition to maintenance of data collection, tabulation, and data normalization, Design-Builder shall prepare and submit to the OWNER a monthly status update on pilot testing activities, data collected to date, interpretation of collected data, analyses of operational trends, findings to date, and their implications on the design and operation of the full-scale treatment facility. In addition, Design-Builder's pilot testing and process design team shall meet with OWNER monthly to review the status update and discuss the collected data and interim findings and recommendations.

### **Membrane Module/Element Autopsies**

After the testing period, Design-Builder will remove and ship to the membrane element manufacture four membrane elements from each pilot unit for autopsy. It is anticipated that the elements for autopsy will be the first-stage lead, first-stage tail, second-stage lead, and second-stage tail elements. This testing will be to assess types and extent of fouling (biological, chemical, and/or physical), impacts to process efficiency, possible impacts to operational and maintenance costs.

The following are tasks and items required of the OWNER during piloting:

1. OWNER furnish and pay power for pilot.
2. Provide raw water with connection to existing raw water piping.
3. Receive and dispose of concentrate and permeate.
4. At the OWNER's discretion, the OWNER may provide plant operating staff to assist the Design-Builder with pilot testing activities for the purpose of gaining process operating experience and familiarizing OWNER's staff with the NF membrane treatment process, process monitoring procedures, standards, and data collection, pilot testing objectives and findings, performance evaluation and trouble-shooting, etc. However, OWNER is not required to provide a certain level of staffing during the pilot testing effort. During times when Design-Builder staff are not on site, OWNER will periodically check the pilot testing equipment to confirm that it is operating normally and there are no major leaks or safety hazards. The Design-Builder shall provide a list of operational checks to verify normal operation, as well as contact information that may be used 24-hours per day, seven days per week for notification to Design-Builder. The OWNER is not liable for operation issues or damage to the pilot system that occur at any time during the piloting period.
5. Provide a location and adequate space for the pilot plant and ancillary equipment.
6. Assist in mobilization, locating and installation (e.g., power supply), and start-up of the pilot test units.

### **Subtask 3.1.5 - Pilot Testing Report**

At the conclusion of the pilot testing, Design-Builder shall prepare and submit a comprehensive report on the pilot testing. The report shall include a description of the pilot testing apparatus (including schematics, design and operating criteria, equipment literature, scalability to the full-scale facility design, etc.), the pilot testing protocol, including any modifications made during the testing phase, tabulation of water quality and performance data, and criteria collected during testing, a summary of the pilot testing schedule(s) for each phase, objectives, a description of testing activities including any unplanned events, and a listing of findings and recommendations. The report will include an Executive Summary, main body, figures, tables, and Appendix containing data sheets and laboratory reports. Design-Builder will prepare a draft of the report for review by OWNER. Following review and receipt of comments from the OWNER, Design-Builder will meet with the OWNER's representatives to discuss comments and answer any questions. Following the review meeting, Design-Builder will revise the

report pursuant to OWNER's comments and deliver a final report. Draft and final reports will be delivered in electronic (searchable .pdf) format.

In general, the report will:

1. Summarize the execution of the pilot testing program, including a timeline, summary of notable events and findings, adjustments, changes, etc.
2. Tabulate, summarize, and interpret all membrane performance and water quality data collected during the testing period.
3. Present a comparative evaluation of the membrane element selections from each manufacturer. At a minimum, the evaluation will address pre- and post-treatment requirements for each membrane selection, general process performance and stability, relative operating costs (i.e., pretreatment chemical consumption, power requirements, fouling trends and estimated cleaning frequencies), and permeate quality.
4. Provide recommendations for physical pretreatment steps (e.g., pressure filters, stand strainers, cartridge filters).
5. Provide recommendations for chemical pre- and post-treatment necessary for stable membrane performance and finished water quality meeting regulatory requirements and OWNER water quality goals.

The pilot testing report will be prepared to be suitable for submittal to the FDHPBC to support the construction permit application for the water treatment facility.

### **Subtask 3.1.6 – Condition Assessment and Procedures for Piloting Floridan ASR Well**

The OWNER it intent on making the existing Floridan ASR (aquifer storage and recovery) well operational, to feed this water to the planned piloting units and to add process equipment to the membrane plant to treat this brackish water. A technical memorandum will:

- Assess the condition of the existing well infrastructure including well, pump, piping and consider the following at a minimum:
  - Determine if air entrainment exist and what is the mitigation
  - Determine if the well screens are fouled and provide a recommended mitigation
  - Reliability of power supply
- Make recommendations for system improvements that must be conducted prior to piloting. Provide an OPCC for such improvements that will be performed by the Design-Builder by change order to the Phase 1 Agreement.
- Detail how Floridan ASR water will be conveyed to the pilot units including:
  - How to continuously and remotely operate the well
  - Define where surplus well water will discharge to
- Provide detailed piloting plan for the Floridan well water

The scope of the Floridan ASR well improvements and piloting is unknown and not included in the Phase 1 scope of services. This condition assessment and pilot plan are services in addition to the desktop treatability study of the Floridan ASR well, as defined in Subtask 4.5.

### **Subtask 3.2 – Desk-Top Corrosion Control Study**

Following preliminary selection of the membrane elements for the treatment process, Design-Builder shall prepare a desk-top corrosion control study to determine the Optimal Corrosion Control Treatment (OCCT) for the treated finished water. The appropriate OCCT will depend on the blend rate of lime softened water with membrane permeate. The study will be conducted in accordance with the USEPA publication “Optimal Corrosion Control Treatment Evaluation Technical Recommendations.” Design-Builder will deliver a written report summarizing the findings of the evaluation, which will conform to the format and content recommendations provided in the USEPA publication.

### **Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corrosion Control Study**

Following completion of the Desk-Top Corrosion Control Study and during membrane pilot testing (when permeate is available), Design-Builder will perform pipe loop testing utilizing a representative blend of lime softened water from the existing full-scale water treatment plant and membrane permeate from the pilot testing unit. The loop testing shall be conducted to supplement and confirm the findings of the desk-top corrosion control study prepared under Subtask 3.2 above. Following completion of pipe loop testing, Design-Builder shall update the corrosion control study report and provide a final recommendation for OCCT to be incorporated into the BODR for permitting and the final design of the treatment process. The final report shall be delivered to the OWNER in electronic format and will be submitted to the FDHPBC to support the construction permit application for the water treatment facility.

## **TASK 4.0 PHASE 1 DESIGN SERVICES**

### **Subtask 4.1 – Background Documentation, Record Drawing Review and Validation**

The Design-Builder will consult with OWNER to develop an understanding of site and Plant constraints, Project requirements, and other information relevant to the Project. The Design-Builder will review materials supplied during the Request for Proposals (RFP) to develop a general understanding of the Project, existing Plant, and site. Based on this review, the Design-Builder will prepare a letter identifying information gaps and follow-up questions for OWNER to address. Following receipt of this letter, OWNER will collaborate with the Design-Builder to locate additional resources to answer outstanding questions.

The Design-Builder will request, obtain, and review relevant legal descriptions, record drawings from OWNER and from utilities with easements crossing the Plant Site, including public utility (e.g., stormwater, wastewater, and water) record drawings, private utility (e.g., gas, buried power or telecommunications) record drawings, and Plant site record drawings to identify potential conflicts affecting the design and construction, and the need for utility coordination or relocations. The Design-Builder will conduct meetings with public and private utilities as needed to clarify information or inconsistencies within the record drawings. The Design-Builder will notify OWNER of such meetings so that OWNER may participate if desired.

OWNER shall be responsible for, and Design-Builder may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to Design-Builder pursuant to this Scope of Work. Design-Builder may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. Design-Builder's scope of work does not include verifying OWNER provided Information for accuracy or completeness. Design-Builder shall be entitled to an adjustment in price and schedule to the extent that any corrective action in Engineer's Services arises out of inaccurate OWNER Provided Information.

#### **Subtask 4.2 – Geotechnical Investigations**

##### **Intent**

1. Inform the Design-Builder's analysis of site layout and construction methods.
2. Design-Builder to develop its recommended geotechnical design criteria.
3. Help define expected vs. unforeseen subsurface conditions.
4. Characterize anticipated groundwater to support selection and design of appropriate construction and dewatering methodologies.

##### **Geotechnical Field Investigations**

Based on its review of available background documents, the Design-Builder will prepare a Geotechnical Exploration Plan that establishes the field exploration necessary to support the Project design. Following revisions to the exploration plan based on OWNER comments, the Design-Builder will implement the field investigations identified in its Geotechnical Exploration Plan.

##### **Geotechnical Report**

Based on the geotechnical investigation results, the Design-Builder will develop a Geotechnical Report to support selection of construction methods (including excavation, shoring, and dewatering methods), and define geotechnical, and structural design criteria.

The report will include the following specific items:

1. Site plan showing approximate exploration locations on a base map, including previously completed borings included in the Background Documents.
2. Descriptive logs of subsurface explorations.
3. Description of surface, soil and groundwater conditions.
4. Conclusions regarding soil corrosivity.
5. Recommendations on the suitability of soil percolation for recharging the groundwater using surficial methods.
6. Recommendations for site preparation, as applicable.
7. Recommendations concerning utility trench excavations, including temporary slope angles and excavation support.
8. Recommendations for pipe bedding and trench backfill.
9. Ground and groundwater conditions relevant to the selection of construction and dewatering methods.
10. Recommendations concerning ground stabilization.
11. Recommendations concerning temporary and permanent drainage systems, where applicable.
12. Recommended foundation design criteria for pipes and structures.

13. Recommendations for construction monitoring.
14. Recommendations for dewatering.
15. Other recommendations necessary to support the Design-Builder's design.

### Deliverables

1. Geotechnical Exploration Plan
2. Geotechnical Report

### **Subtask 4.3 – Surveying, Mapping, and Site Investigations**

#### Design-Builder's Survey

Design-Builder will conduct surveying to verify locations and elevations of existing structures and facilities and for those portions of the Site that will be occupied or affected by Project facilities. The Survey will be conducted in the same datum as the OWNER survey and will otherwise be compatible with OWNER's survey files. Survey work will be conducted by a Professional Land Surveyor licensed in Florida. Design-Builder will engage a licensed surveyor to prepare a boundary and topographic survey in accordance with Florida Administrative Code 5J-17.052 (Standards of Practice – Boundary Survey Requirements).

*WTP Site Survey:* Survey will be provided for the entire parcel at the existing Delray Beach Water Treatment Plant, as shown below and located at 200 SW 6th Street, Delray Beach, Florida.



*Transmission Pipeline Survey:* In addition, 6 new production wells will be designed for various locations throughout the OWNER's 5 existing wellfields. Defining the actual location for these wells will be determined as part of the 10 percent design under Subtask 4.5. For the purposes of quantifying the surveying scope of work, it is assumed that each well site will have 2 acres of features to survey. In addition, new piping from each well to the OWNER's existing well system transmission pipe will be defined in the 10 percent design. These new pipes will be installed in urban streets (municipal owned) of up to 1,000 feet per well location and not to exceed 6,000 feet of pipe designed and streets surveyed. The survey shall extend 15 feet beyond the edge of pavement on both sides of the road. Recordable parcel plats will be provided for each well location.

All boundary and topographic survey will be based on information provided by the OWNER and completed without the benefit of a thorough title search. A title search may provide facts that could otherwise adversely affect the subject parcel. If this boundary is to be based on a thorough title search, it will be provided to Designer-Builder by the OWNER. Key aspects of the survey work include:

1. Set property corner markers in accordance with FAC 5J-17.052.
2. Above-ground visible improvements within the survey area, including spot elevations.
3. Above-ground visible utilities within the survey area.
4. Orthorectified drone aerial imagery of the site.
5. Locate edge of ponds, top of berm, pond depths, and pipe inverts in and out.
6. Horizontal Datum will be referenced to the Florida State Plane Coordinate System, North American Datum of 1983, 2011 (or later) adjustment.
7. All elevations are in the North American Vertical Datum of 1988.

A Site Survey Work and Utility Location Work Plan will be developed and will include information on survey datum, control points and benchmarks, targeted site features and topography for supplemental survey (e.g., existing utility features, curbs, edge of pavement, lane striping, trees, etc.), easements, right-of-way, spot elevations for appropriate contour intervals, and procedures for locating and identifying underground utilities.

Level B Subsurface Utility Engineering will be performed on all surveyed locations. Aerial mapping will be used to survey existing features. Topographic survey will be provided with elevations to the nearest 0.1' on lawn or "soft" areas while on paved or "hard" surfaces, to the nearest 0.01'. 1' Contour intervals will be provided.

The Design-Builder will be responsible for confirming that the survey is sufficiently complete and accurate to inform design.

The Design-Builder will submit an electronic copy of the finished survey in Adobe portable document format and in AutoCAD® Civil3D.

### **Utility Coordination and Location**

The Design-Builder will conduct field utility location activities to confirm the location of utilities and yard piping potentially affected by the Project. The Design-Builder will identify utility location needs and incorporate locations of existing utilities and yard piping into the Project base maps. Project yard piping will be routed (horizontally and vertically) within the Project sites where possible to

avoid utility conflicts and maintain required separation distances from existing utilities while minimizing high points.

### **Specifically Excluded**

The boundary and topographic survey will be based on information provided by the OWNER and completed without the benefit of a thorough title search. A title search may provide facts that could otherwise adversely affect the subject parcel. If this boundary is to be based on a thorough title search it will be provided to Design-Builder by the OWNER.

For the new well sites, the OWNER will perform all due diligence including obtaining zoning changes (if necessary), site environmental assessments (Phase Site Assessment, wetlands, threatened and endangered species), and execution of property purchase, easement or land taking. The OWNER shall obtain permission for the Design-Builder to enter and conduct field investigations on privately property being considered for part of the Project.

### **Deliverables**

1. Survey files and mapping
2. Up to 6 recordable plats
3. Utility locating results, incorporated into Project base maps

## **Subtask 4.4 – Permitting and Approvals**

### **Permitting and Approvals Plan**

The Design-Builder will develop a draft Project Permitting and Approvals Plan consistent with the Design-Build Agreement and including other permits/approvals identified by the Design-Builder. The Plan will identify permits/approvals that must be obtained prior to commencing construction under Phase 2.

The Design-Builder will consult with OWNER regarding the timing for providing input for the permitting process and obtaining other permits/approvals identified by the Design-Builder.

The Plan will include a schedule for obtaining permits and approvals and for providing timely input and deliverables by the Design-Builder for the permits being obtained by OWNER.

The schedule will identify each permit/approval and show discrete activities for draft application development, development of supporting materials for OWNER-obtained permits and approvals, review of each application by OWNER, incorporation of OWNER's comments, revisions to the application, submittal of the application to the approving entity, preparation of responses to approving entity comments, resubmittal to the approving entity, and anticipated duration for obtaining final approval.

For each identified permit/approval, the Plan will include the following information:

1. The name of the permit/approval
2. Name and contact information for the approving entity
3. Individual responsibilities for developing the permit application and supporting technical



information

4. A summary of application requirements and supporting technical requirements
5. A description of linkages to other permits/approvals and to decisions by the OWNER and/or Design-Builder
6. Expected approval dates
7. Permit tracking procedures and responsibilities
8. Protocols for incorporating permit/approval conditions into design and construction.

The Design-Builder will provide the draft Project Permitting and Approvals Plan to OWNER for review and will revise the Plan to address OWNER's comments. The Design-Builder will update the Plan as Project development activities progress if such progression results in the identification of additional permits or changes to the permitting requirements and durations.

### **Permits and Approvals Required Prior to Construction**

For permits/approvals that are required to be obtained prior to execution of the Phase 2 Construction, the Design-Builder will:

1. Periodically meet or otherwise coordinate with OWNER regarding the strategy for and status of obtaining those permits.
2. Conduct field studies, technical analysis or evaluations needed to support the permit/approval applications unless being conducted as part of another Phase 1 task.
3. For permits and approvals identified as Design-Builder's responsibilities, develop permit/approval applications and supporting documentation to meet the requirements of the governmental and non-governmental entities issuing the permits and approvals. Provide OWNER with a draft of applications for review and concurrence prior to submittal to the approving entity. Obtain OWNER signatures and other signatures as needed for the applications.
4. For permits and approvals identified as OWNER's responsibilities, support development of permit/approval applications and develop supporting documentation necessary for each permit/approval.
5. Actively monitor the status of permit/approval processing and respond to requests for clarification, additional information, and application revisions by the approving entities.
6. Attend meetings with the approving entities to expedite permit processing. Notify OWNER in advance of such meetings for possible OWNER attendance. Develop draft agenda and meeting minutes for distribution to the approval entities and OWNER. Develop final agenda and meeting minutes incorporating changes and addressing comments.
7. Report to OWNER once the permit or approval has been obtained.

The Design-Builder will prepare and submit required permit applications. OWNER will pay all application fees. It is understood that not all Project permits will be obtained during Phase 1 and that other permits and permit modifications will occur during Phase 2.

### **Deliverables**

1. Project Permitting and Approvals Plan
2. Supporting technical information for OWNER to obtain permits/ approvals required prior to the Contract Price Amendment required for Phase 2 of the Project.

3. Technical studies for permit and approval applications, including both Design-Builder and OWNER obtained permits and approvals.

#### **Subtask 4.5 – 10 Percent Design**

The Design-Builder will perform a 10 percent or conceptual design, defining the upgrade of the existing Delray Beach Water Treatment Plant. The proposed plant upgrade includes the following process and ancillary infrastructure items of work, and are carried forward through the submission of the 10 Percent Design deliverable:

1. Membrane Treatment System
  - a. Cartridge filters
  - b. Feed pumps
  - c. Membrane skids
  - d. CIP
  - e. Permeate flush system
2. Pre and Post Treatment Systems
  - a. Strainers or pressure filtration
  - b. Sulfuric acid
  - c. Antiscalant
  - d. Sodium hypochlorite
  - e. Ammonia
  - f. Sodium hydroxide
  - g. Corrosion inhibitor
  - h. Remineralization (e.g. calcite)
  - i. Degasification
3. Deep Injection Well
4. Production Wells and Piping
5. Raw Water Booster Pump Station
6. Yard Piping
7. Site work including but not limited to demolition, stormwater systems, paving, grading and fencing.
8. Buildings and Structures
  - a. Membrane building
  - b. Chemical canopy
9. Electrical, Instrumentation, and Controls

The Design-Builder will complete a review of the Project site, the Project conditions, and contiguous areas that may be affected by the Project, including regulatory requirements that may affect the Project.

The Design-Builder will accumulate and review applicable data, criteria, standards, regulations and other information pertinent to the Project. In addition, the Design-Builder will accumulate and review applicable standard OWNER design procedures and guidelines.

The Design-Builder will coordinate field investigations of the Project Site with OWNER. Engineering Studies are required to document the Design-Builder's findings, including (as relevant): data, calculations, drawings, narrative interpretation, alternatives evaluations and recommendations. For contract purposes, Engineering Studies will be documented in Technical Memorandums. The Design-

Builder will complete the following studies and evaluations (at a minimum), which will be written as individual Technical Memoranda for each study or evaluation:

1. Blending Assessment for Membrane and Lime Water Plants

The Design-Builder will provide blending options to maintain operation of the existing lime WTP and blend with the permeate from the new membrane facility, with the intent of meeting the drinking water limits for PFAS being proposed by EPA. The Technical Memorandum will:

- Define the blending limits without adding treatment for the existing lime WTP finished water.
- For an increased blending ratio and still meeting PFAS limits, assess up to three best available technology options for treating the lime WTP finished water.

Preliminary and Final Design, and piloting for the treatment of finished water from the existing lime WTP, for the purpose of blending is not included. Once the Blending Technical Memorandum is completed and recommendations known, then a change order can be provided to incorporate piloting, preliminary and final design, into the Phase 1 services.

2. Planning for new Biscayne SAS Production Wells and Piping Plan

The technical memorandum will include:

- The Design-Builder will use the December 2019 Wellfield Testing and Evaluation, existing ground water model, and Consumptive Use Plan, to make appropriate recommendations for the location of 6 new wells in the OWNER's well fields.
- Once properties are secured by the OWNER, small diameter monitoring wells will be installed and aquifer testing will be performed at all six new well sites. These results and history data will be used to create a new groundwater model for each of the wellfields where new wells are being installed. The models will confirm that overall well production does not exceed permitted allocation. The models will also be used for future permitting of the 6 new wells. Since there are 5 wellfields and 6 new wells, it is assumed that 5 new models will be created.
- If necessary, minor modification of the existing Consumptive Use Permit
- Conceptual well design
- A hydraulic assessment and modeling of the proposed and existing raw water conveyance piping from each existing and new well to the WTP. At this time, it is assumed that the existing main conveyance piping has capacity for the new wells, regardless of where the wells are located in any of the OWNER's well fields. The hydraulic analysis will confirm this assumption and if upgrades to existing conveyance piping is necessary, then a change order will be issued to the Design-Builder to perform planning and design of those improvements.
- The technical memorandum will provide details (recommended locations) for approximately 6,000 feet of small diameter pipe and 6 new wells in preparation for preliminary and final design of this work.

3. Assessment of existing Floridan ASR Aquifer System Well

There is an existing and unused Floridan ASR well with pump located offsite, with existing piping to the Delray Beach Water Treatment Plant. The well has not been used for many years and the condition and potential improvements to make operational are unknown. A technical memorandum will provide:

- The viability of reactivating this well to supplement the raw water demand.

- Define the impacts to the new membrane facility and treatment requirements of blending Biscayne and Floridan aquifer water.

The assessment will include a single water quality testing of priority parameters from the current Floridan ASR well. Redevelopment of the well to improve water quality or yield is not included. A process assessment for incorporating this well into the new membrane plant will be provided using the obtained water quality data. Pilot testing is not included as part of this treatability analysis.

The study will also assess the existing mechanical systems, piping and apparent well condition, and provide an opinion for reliability and recommendations for improvements.

Design-Builder shall evaluate the suitability of the Floridan well to be used as a raw water supply well either to feed a dedicated brackish water reverse osmosis unit to be incorporated into the design of the full-scale water treatment facility) or to be blended in with the Biscayne Aquifer supply to the NF process. This evaluation will identify upgrades to the well (e.g., rehabilitation, chemical treatment, re-development, etc.), well pump system, wellhead piping, electrical, controls, transmission piping, etc. as necessary to conduct membrane pilot testing and to utilize the well as a raw water production well in the full-scale facility. In addition, the evaluation will present recommendations for any pilot testing necessary to identify pretreatment requirements and to confirm stable performance of the selected membrane process (e.g., blending with NF supply vs. dedicated brackish RO unit).

The findings of this technical memorandum will be used to determine the feasibility for reactivating the Floridan ASR well. If the OWNER decides to proceed with reactivating the Floridan ASR well, then services to pilot and design additional treatment capacity into the membrane WTP for this brackish water source can be added by change order to the Phase 1 Agreement.

4. Site planning and recommendations for the membrane WTP with intent of defining an OWNER acceptable layout to allow for design progression. Layout(s) will consider infrastructure for future process expansions.
5. Treatment process technology assessment and recommendations for a 14 MGD membrane water treatment facility. The design will consider expansion to a total membrane capacity of 22 MGD (25 MGD installed) but build out to this future capacity is not included as part of these services. A conceptual hydraulic profile and draft Process Flow Diagram will be provided.
6. Development of draft early work packages and OWNER direct purchase packages as defined in Subtask 5.6. This includes the development of design packages for bid or sole source negotiation of the construction work to be performed. Solicitation of bids will be procured by the Design-Building and not per the OWNER's procurement procedures. Therefore, Division 0 procurement and contracting specifications will not be prepared for these early work packages.

### **Assumptions**

In addition to the assumptions listed within each design task, the following are additional assumptions for the scope of services for the Project:

1. The design defined herein encompasses a treatability enhancement for the existing WTP and not a hydraulic upgrade. While new processes and infrastructure are being added, several existing WTP processes and functions will remain in operation and required for the reliable operation of the upgraded facility. Existing infrastructure and processes not within the scope of this Project:
  - a. Disinfection system.
  - b. Administration and maintenance facilities.
  - c. Solids processing, handling and disposal.
  - d. Electrical system except for new power feed for the new facility.
  - e. Finish water storage, pumping and conveyance.
2. This scope and fee are based on the assumption that no contaminated or hazardous materials are located in the proposed work areas. Environmental testing or investigation is not included in this scope of services.
3. Photovoltaic power is not included in the design. New canopy and membrane roof structures will not be designed for future installation of PV panels.

### **Deliverables**

Prepare and deliver a 10 Percent Design Package which will be an accumulation of Technical Memoranda.

### **Subtask 4.6 – 30 Percent Design Package and Basis of Design Report**

Prepare and deliver a 30 Percent Design Package. The 30% design will include schematics and a list of specifications that represent the major project concepts. In general, the 30% design will include the following elements:

- Basis of Design Report (BoDR)
- Drawing list and specifications table of contents
- Design Drawings (overall at 30% complete)
- Draft electrical load list and single line diagram

### **Basis of Design Report**

The Basis of Design Report will build upon the Technical Memorandum required by Subtask 4.5. The conclusions and recommendations of the Technical Memorandum will be summarized in the Basis of Design Report.

The Basis of Design Report will include the following:

1. Project summary, goals/objectives, and requirements.
2. Project Performance Standards and design criteria including reference to published codes and standards and to Minimum Technical Requirements.
3. Project features.
4. Demolition requirements.
5. Site and facility layout drawings including connection points to the existing Plant piping

and processes, existing facilities/systems, and external utilities, including layout of future facilities.

6. Well site layouts with proposed conveyance piping.
7. Geotechnical design criteria.
8. Hydraulic design criteria including design flow rates and draft hydraulic profile.
9. Treatment unit process selection, sizing, and design criteria.
10. Preliminary equipment sizing and selection.
11. HVAC and plumbing design criteria.
12. Descriptions of necessary auxiliary/support systems (e.g., cranes and monorails, plant water systems, fire suppression systems, chemical storage, and standby power).
13. Evaluation of the need for and type of corrosion control measures appropriate for the Project.
14. Design criteria applicable to Design-Builder's selected methods for construction, excavation, and dewatering.
15. Site constraints.

Preliminary level drawings will be prepared and included in the BODR. Drawings to be included are:

- Process Flow Diagrams
- Proposed site plan and large diameter yard piping (site plan will be developed based on GIS shape files)
- Well Site Layouts and Piping
- Preliminary hydraulic profile
- Plan of membrane feed pumps and cartridge filters
- Plan of the membrane facility
- Control system architecture diagrams process and instrumentation diagrams (P&ID) for major unit processes.
- Plan of chemical areas
- Plan of electrical facilities
- Single line diagram

### **Deliverables**

Basis of Design Report

#### **Subtask 4.7 – 60 Percent Design Package**

Upon acceptance of the 30% design documents by OWNER, Design-Builder will advance the design to the 60% stage. The 60% design will include drawings and key specifications that represent the major project concepts. The 60% design will reflect the final review, validation, and vetting of the scope items

and concepts identified in the 30% design documents and reflect final agreement of the fundamental design elements by OWNER.

The overall 60% design documents will generally include the following:

- Final list of drawings and specifications
- 90% complete P&IDs, civil, and mechanical drawings
- 60% complete architectural, structural, HVAC and plumbing drawings and required plan and profile sheets for buried piping
- 30% complete electrical drawings
- A draft of a majority of the specification sections will be provided.

The layout of the facilities will be complete, and structures will be identified and sized. Major items of the project will be identified and detailed sufficiently to support cost estimates. As a part of the 60-Percent Design review meeting the Design-Builder will demonstrate that sufficient attention has been given to equipment operation and maintenance considerations through the use of 3-Dimensional modeling and other means as appropriate.

#### **Assumptions**

In addition to the assumptions listed within each design task, the following are additional assumptions for the scope of services for the project:

1. The Design-Builder shall prepare detailed Technical Specifications in the CSI (Construction Specifications Institute) 50 Division format as required to construct the work. Division 0 will not be prepared for public bid.
2. At completion of the 60%, the design intent has been fixed. Thereafter, any value engineering and/or redesign to accommodate OWNER preferences or a change in Project funds can be performed by change order to the Phase 1 Agreement.
3. It is assumed that design execution will not consider conditions required of State Revolving Funding. The Design-Builder can accommodate these requirements with notification from the OWNER's prior to the commencement of the 60 percent design.

#### **Deliverables**

60 Percent Design Submittal consisting of drawings and specifications. One set of documents defined as "Issued for Bid" and a second set "Issued for Permitting".

#### **Subtask 4.8 – 90 Percent Design Package**

Upon acceptance of the 60% design documents by OWNER, Design-Builder will advance the design to the 90% stage. The 90 Percent Design submittal shall include all documents, drawings and specifications required under this task or identified as being submitted along with the 90 Percent Design under other tasks. At a minimum, the 90-Percent Design submittal shall include:

1. Refinements to design criteria and process calculations

2. Final hydraulic profile and elevation of structures
3. Updated process piping design
4. Updated equipment sizing
5. Draft process control narratives
6. Updated Piping and Instrumentation Diagrams
7. Material and equipment selections
8. Fire protection concept plan
9. Groundwater control methods for excavations
10. Structural design elements in accordance with final Geotechnical Report recommendations
11. Power supply system
12. Control system, including complete control descriptions and identification of critical control points
13. Constructability review of the 60-Percent Design documents identifying constructability issues and recommended resolutions
14. Summary of status of permits
15. Summary of 90 percent OPCC
16. Updated Project schedule based on 90-Percent Design
17. Updated Construction Risk Register
18. Pre-Commissioning Plan
19. Site and Traffic Management Plan
20. Quality Assurance/Quality Control Review documentation

#### **Site and Traffic Management Plan**

Develop a site and traffic management plan for site use, which includes internal plant traffic and off-site construction traffic. At a minimum, the plan shall include the following:

1. A site layout plan that utilizes available areas for construction, job site trailers, storage and related contractor uses while avoiding conflicts that would interfere with plant operations.
2. Develop a traffic control plan that allows OWNER to maintain continuous delivery of materials, equipment, and chemicals to their destination within the plant and complies with OWNER requirements for construction traffic and haul routes. Solicit and incorporate input from the OWNER on potential construction traffic haul routes and impact mitigation requirements.
3. Incorporate OWNER comments and requirements into the plan.

#### **Deliverables**

90 Percent Design Submittal consisting of drawings and specifications.

#### **Subtask 4.9 – 100 Percent Design Package**

Upon acceptance of the 90% design documents by OWNER, Design-Builder will advance the design to the 100% stage. The 100 Percent Design submittal shall include all documents, drawings and specifications required under this task or identified as being submitted along with the 90 Percent Design under other tasks. At a minimum, the 100 Percent Design submittal shall include finalization of tasks identified in earlier design phases.



## **Deliverables**

100 Percent Design Submittal consisting of drawings and specifications. One set of documents defined as “Issued for Construction”.

### **Subtask 4.10 – Asset Management**

As part of 60 percent design and continuing through the end of 100 percent design, the Design-Builder will develop a system to convey assets from the Project to the OWNER’s existing Computerized Management and Maintenance System (CMMS). The OWNER currently utilizes CityWorks for CMMS.

#### **Asset Register**

The Design-Builder will outline at a minimum four levels of an asset hierarchy that includes facility, process, subprocess (if applicable), system, and asset levels for upload into CityWorks load sheets by way of markup of Process and Instrumentation diagrams (P&IDs). The Design-Builder will use a naming convention that is aligned with the OWNER’S existing CMMS naming convention. If a naming convention does not exist, the Design-Builder will develop an alphanumeric convention that at a minimum utilizes a noun to describe an asset’s name that is acceptable to the OWNER.

The Design-Builder will inventory all new assets by review of 60% P&ID, electrical and mechanical drawings. The Design-Builder will develop a curated attribute list that includes asset type, manufacturer, model number, serial number, installation date, warranty expiration date, building, area, and P&ID number for entry along with the asset inventory into CityWorks, formatted load sheets.

Additionally, the Design-Builder will perform a quality control review of the updated asset register, and upload the finalized register into the OWNER’S CityWorks CMMS. Data will be provided to the OWNER’S CMMS team or designated staff for upload into the CMMS.

## **Deliverables**

Comprehensive register in a suitable format for upload into the OWNER’S CityWorks CMMS with up to two review cycles by OWNER.

## **TASK 5.0 - PRECONSTRUCTION SERVICES**

### **Subtask 5.1 - Preconstruction Administration**

This task is for the Design-Builder to provide administration activities during the Preconstruction phase of the Project, which are further described in this Section.

### **Subtask 5.2 - Constructability Reviews, Construction Planning, and Required Deliverables**

This task is for the Design-Builder's efforts related to constructability reviews, construction planning and deliverables submitted during the Preconstruction Phase of the Project.

### Constructability Reviews

Conduct a preliminary project constructability review at the 30% design milestone and a comprehensive project constructability review at the 60% design milestone. The constructability review will be completed by construction personnel experienced in construction techniques, construction sequencing, and the types of construction means and methods expected to be employed on this Project. At a minimum these reviews should address protection of existing facilities, special shoring requirements, lifting requirements, temporary service or utility requirements, bypass requirements, site accessibility, project phasing plans, and other relevant factors.

### Deliverables

1. Preliminary Constructability Review at the 30 percent design milestone, performed as part of the Technical Review Committee (Design-Builder internal QC program)
2. Constructability Review at the 60 percent design milestone, performed as part of the Technical Review Committee (Design-Builder internal QC program)

## **Subtask 5.3 - Cost Modeling and Estimates**

### Cost Model Development

The cost model breakdown will show costs organized by project area, then section, then work element. The cost breakdown will include labor, material, equipment and subcontract costs for each item. All contingency and escalation factors will be identified. Scope related contingencies will be based on probabilistic assessment of risks and risk costs for the Project. The cost model will include both cost details, and a section for summary costs of major cost categories, markups, and contingencies. The proposed cost model breakdown will be presented by Design-Builder for comments and approval by OWNER.

### Cost Estimates

The Design-Builder will use a cost model for developing cost estimates. The cost model may be further refined as greater detail becomes available on the Project. Cost estimates will be progressively developed and refined, allowing OWNER to modify priorities and requirements, if necessary, based on the overall budget.

The Design-Builder will develop and submit Project cost estimate updates regularly over the course of Phase 1, with the first submission provided as part of the Basis of Design Report (BoDR). A cost trending log will be provided on a monthly basis and will also be provided whenever there is a major design change or new information materially affecting Project costs. The cost model will be submitted with the BoDR submittal and with the Guaranteed Price Proposal.

The Design-Builder will develop cost estimates in a transparent and open-book manner concurrent with design development to create an acceptable cost (including contingencies) to which the Design-Builder's proposed fee and other fixed allocations or allowances will be added.

Cost estimates are to be provided on an iterative, progressive basis as design detail is developed. Full cost estimates will be provided at the 10% overall level of completion as part of a baseline

estimate and then at subsequent major design milestones (i.e., 30%, 60% overall design level of completion). Incremental cost estimates between milestones may take the form of additions and deductions to the previous full estimate. The cost trending log will be maintained on a monthly basis to reflect substantive design changes to the preceding update. All incremental updates should then be incorporated into the next full estimate.

The cost estimates will be broken out into Construction Standards Institute divisions to facilitate transparency of the estimate. Each estimate will include a log of additive or deductive changes from the previous cost estimate submission, with a description of the basis for changes (e.g., design changes, updated quotes, revised contingencies, etc.). The 60 percent opinion of probable construction costs will be broken down into commodity codes supplied by OWNER for the purpose of planning for OWNER approval prior to submitting the Guaranteed Maximum Price (GMP).

Once design has progressed to a degree acceptable to the OWNER, the OWNER will have the authority to direct the Design-Builder to submit a Guaranteed Maximum Price Proposal. A Guaranteed Maximum Price is expected for the Project at approximately the 60 percent level of design, although earlier or later Guaranteed Maximum Prices for all or a portion of the Project will be considered by OWNER as described below. Multiple Guaranteed Maximum Prices at various levels of design completion, including those in support of early materials purchase or early start construction packages, may be developed by the Design-Builder for consideration by OWNER.

Design-Builder and OWNER will meet and confer about each cost estimate submission, with Design-Builder identifying the evolution of the costs from the previous estimate (if any). The Design-Builder will revise the cost estimate submittals as needed in response to OWNER's comments and incorporate said responses into the subsequent cost estimate submittal.

#### **Deliverables**

1. AACE Class 4 (-30%/+50%) OPCC at the 10% Design milestone
2. AACE Class 3 (-20%/+30%) OPCC at the 30% Design milestone
3. AACE Class 2 (-15%/+20%) OPCC at the 60% Design milestone as part of the Guaranteed Maximum Price Proposal
4. A Guaranteed Maximum Price Proposal assumed to be delivered following the 60% Design Milestone as well as an Early GMP deliverable as described in Subtask 5.6.
5. Cost trending log

### **Subtask 5.4 – Scheduling and Construction Phasing**

#### **Design Build Schedule Development**

The Design-Builder will use Primavera P6 to prepare a critical path method network analysis (Baseline Schedule) to be updated over the duration of the Project. The Baseline Schedule will be consistent with plans described in the Design-Builder's Proposal and will include detailed scheduling for Phase 1 and higher level (major activities and milestones) scheduling for Phase 2. It will be submitted in Draft form within 30 days of the Notice to Proceed.

Minimum Phase 1 activities for the Baseline Schedule will include the following:

1. All workshops and significant meetings
2. Development and review of all Phase 1 deliverables, including 10%, 30%, and 60% design submittals. Then 90% and 100% design submittals.
3. As Phase 1 progresses, the level of detail for Phase 2 scheduling will be expanded such that full Phase 2 schedules will be available with the 30% and 60% Pre-Construction (and additional, if required) design submittals and with the Design-Builder's Guaranteed Maximum Price Proposal(s). Phase 1 Schedule development scope shall end upon acceptance of the Design-Builder's Guaranteed Maximum Price Proposal, at which time any scope for schedule development and maintenance shall have been included in the Phase 2 scope.

### **Minimum Schedule Requirements**

Each activity in the detailed network diagram for all schedules will include the following information:

1. Sequential activity number
2. Activity description
3. Activity dependencies
4. Activity duration in units of working days
5. Start date
6. Finish date
7. Percent complete
8. Resource assignment (only in Guaranteed Maximum Price submission)
9. Activity cost (only in Guaranteed Maximum Price submission)

Schedules will have multiple sort capabilities including the following:

1. By activity number
2. By responsibility
3. Early start dates
4. Actual start dates
5. Late start dates
6. Activities on the critical path
7. Listing of all deliverable related activities
8. A graphical cost curve based on early start/finish and late start/finish

The P6 Schedule updates will be submitted with the 10% design milestone, the 30% design milestone, 60% design milestone, and GMP submissions. In addition, the Schedule will be updated whenever a Project change occurs that would significantly affect the nature of Phase 1 Project activities, duration of activities, network logic, or the scheduled Phase 2 design and construction Substantial Completion, Acceptance, or Final Completion Dates. The schedule updates will be assigned a sequential revision number.

### **Deliverables**

1. Baseline schedule
2. Full schedule updates at the 10% milestone, 30% milestone, 60% milestone, and GMP submissions
3. Periodic schedule updates as needed to document changes

## **Subtask 5.5 - Subcontractor and Vendor Outreach**

Prior to submitting its 60 Percent Design Package, the Design-Builder will develop a preliminary Subcontracting Plan.

At a minimum, the Subcontracting and Self-Performance Plan will incorporate the following:

1. Introduction, background and purpose
2. Planned work packages and estimated value
3. Self-performed work and competitively subcontracted work
4. Process for competitive proposals for bidding (consistent with Proposal submittals provided during procurement) as well as the process for open-book pricing for self-performed work
5. Local participation and outreach
6. Subcontractor prequalification process
7. Subcontractor selection process
8. Procurement plan for subcontractors, vendors, and material suppliers (consistent with Proposal submittals provided during procurement)
9. Handling of long lead items and coordination with the Project schedule

The Design-Builder will submit the Subcontracting Plan to OWNER for review and comment. The Design-Builder will prepare a revised Plan, addressing OWNER's comments, for inclusion in its Contract Price Proposal Submittal Package.

### **Deliverables**

Subcontracting Plan

## **Subtask 5.6 – Suggested Early Work Packages and Owner Direct Purchase**

The OWNER may consider early work packages and direct purchase of goods as needed to achieve the project schedule. Multiple Guaranteed Maximum Prices at various levels of design may be developed by the Design-Builder for consideration by OWNER, including those in support of early materials purchase and/or early construction packages. The fee to prepare three Early Work Packages and three Owner Direct Purchases, as defined herein shall be as follows:

1. Construction documents consisting of drawings and specifications will be developed to define the work. Design completeness will be between 30 to 60 percent for the specific work and sufficient for competitive pricing. The scope and fee for developing three early work and 3 direct purchase documentation is provided under Task 4.
2. The fee for Subtask 5.6 includes services to develop GMPs for up to three early work and 3 direct purchase packages. These services include subcontractor outreach, project bidding, RFIs, subcontractor negotiations, contractual development, GMP negotiations, contract execution and other necessary services as defined in Subtask 5.7.
3. Cost of each GMP will be negotiated between the OWNER and Design-Builder and added as a change order to the Design-Builder's Contract.

The following defines the packages currently being recommended.

#### **Subtask 5.6.1 - GMP Package for Concentrate Injection Well and Monitoring Well**

Installation of the deep injection well has a long completion duration and requires work by a specialty subcontractor that are limited in numbers and availability in the State. Since permitting for the work has been completed by the OWNER, construction of this well can commence during the Phase 1 portion of the Project. The Design-Builder will develop a GMP for the OWNER's review while the well location is finalized and permitting confirmed. This work can occur early in the Phase 1 project schedule and will continue into Phase 2 and be completed well in advance of the water plant commissioning. The GMP Package for the Concentrate Injection Well can be developed and negotiated on an open-book basis with the named teaming partner (Florida Drilling) or can be developed based upon competitive bidding.

#### **Subtask 5.6.2 - GMP Package for Site Work**

An early GMP Site Work Package will be completed during Phase 1 so that construction of new work during Phase 2 can commence promptly. The design will define site clearing and preparation, construction stormwater and erosion control including relocation of the existing stormwater detention pond, establishing construction limits and security, contractor work zones including staging, stockpile, worker trailers, and parking. The Design-Builder will obtain permits necessary to commence with construction of this early GMP package. These permitting services are provided under Subtask 4.4

#### **Subtask 5.6.3 - Early GMP Package for Long Lead Equipment**

Early purchase of specific equipment will provide on time completion of the work. The Design-Builder will create a list of these equipment that will be pre-purchase early by Design-Builder or directly purchased by the OWNER following requirements of the OWNER's procurement department. The Design-Builder will provide technical details for these procurements and assist the OWNER throughout the process. Long lead items of equipment included as part of this package(s) include site electrical transformer, generator, switchgear, and electrical motor control centers. The Early GMP for this equipment will include developing the packages, procurement of the equipment, and storage of equipment until commencement of Phase 2.

#### **Subtask 5.6.4 – Owner Direct Purchase**

The OWNER may also consider the direct purchase of goods that have long lead and/or preferred to be sole sourced. The Design-Builder will develop construction documents (under Task 4) similar to early GMP packages and sufficient for early pricing and purchase. Once purchased, the OWNER can assign these goods to the Design-Builder for handling, storage and eventual incorporation into the Project, pursuant to the terms developed as part of the Early GMP Proposal for long-lead and/or sole-sourced goods. The fee for handling and storage of direct purchase items will be incorporated into the Phase 2 GMP.

It is assumed that 3 Owner Direct Purchases will be made and services of this subtask include vendor outreach, bidding assistance, RFIs, vendor negotiations, contractual development and contract execution and other necessary services as defined in Subtask 5.7

## Subtask 5.7 – Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment

Upon the OWNER's request, the Design-Builder shall conduct all work necessary to develop, revise, and negotiate its proposed Guaranteed Maximum Price (Proposal in accordance with the requirements of the Design Build Agreement). A Guaranteed Maximum Price is expected for the Project at 60-percent level of design. The Design-Builder shall utilize an "open book" approach to develop the Guaranteed Maximum Price Proposal, providing OWNER with full access to the financial basis for the proposed Guaranteed Price. (Note: Any Key Firms identified in the submitted Statement of Qualifications are likewise required to develop costs on an open book basis). These efforts are designed to prepare the documents and estimates as accurately as possible and to keep OWNER fully informed and involved with the design and cost throughout the development of the Guaranteed Maximum Price Proposal.

The Design-Builder will use the OWNER-approved cost model for developing cost estimates and produce a Guaranteed Maximum Price (GMP) proposal for the OWNER's review and subsequent approval. The Design-Builder will develop the GMP through a combination of cost estimates for self-performed construction, general conditions, final design and engineering services during construction, and smaller construction items, and targeted subcontractor and/or vendor bidding in a transparent and open-book manner congruent with design development to create an acceptable cost (including contingencies) to which the Design-Builder's proposed fee and other fixed allocations or allowances will be added for a complete GMP proposal. Design-Builder contingency included as part of the GMP will be supported by an updated risk register.

While OWNER anticipates that the Guaranteed Maximum Price Proposal will be requested at approximately the 60-Percent Design stage, the OWNER reserves the right to direct the Design-Builder to submit a Guaranteed Price Proposal at an earlier or later stage of design. A change order will be issued by the OWNER for earlier or later Guaranteed Price Proposals.

The Guaranteed Maximum Price Proposal shall meet the requirements set forth herein and, in the Design Build Agreement.

The Guaranteed Maximum Price Proposal shall (at a minimum) include the items specified below. In the event that an earlier or later Guaranteed Price Proposal is requested, the list below may be modified through negotiation between the OWNER and the Design-Builder. OWNER reserves the right to request additional documents or information prior to accepting a Guaranteed Price Proposal.

### Anticipated Requirements for Guaranteed Price Proposal

1. Revised 60-Percent Design documents and submittals addressing OWNER comments and any other drawings or specifications necessary to define the baseline design for the Contract Price Amendment.
2. Proof of all permits and approvals that the Design-Builder was responsible for obtaining during Phase 1, as identified in the Design Build Agreement.
3. Identification of construction permits and approvals to be obtained by the Design-Builder during Phase 2.
4. Finalized Design Criteria Package including Performance Criteria as jointly developed by Design-Builder and OWNER.

5. Proposed Design Build Schedule including an accompanying narrative describing key assumptions in the proposed Baseline Design Build Schedule upon which the Base Guaranteed Price is based including dates for Substantial Completion and Final Completion.
6. Descriptive information on engineering, procurement, materials, construction labor and equipment, design gap narratives, and other services necessary to perform the Design Build work as required under the Design Build Agreement.

The proposed direct Cost of Work as defined in the Design Build Contract and including contingency, to which the Design-Builder's proposed fee and other fixed allocations or allowances will be added to establish a mutually agreed-upon Guaranteed Price. Direct cost for the Phase 2 work shall include all services required for construction of the Project through Final Completion, using the OWNER-approved cost model. Supporting documentation for the proposed direct cost of Phase 2 work shall include, at a minimum:

1. Subcontractor and materials vendor bids and quotations.
2. Details supporting estimates for self-performed construction work (labor, materials and equipment).
3. Expense rates such as mileage charges, per diem for meals and lodging, and personnel vehicle rentals.
4. Unburdened rental rates on construction equipment, trailers, storage and staging space and major tools.
5. Allowances (where appropriate).
6. Labor and expense costs for Engineering construction support consistent with the Phase 2 professional services billing rates included in the Design Build Agreement.
7. Details for any other relevant labor, expense, or other costs.
8. Design-Builder contingency based on probabilistic assessment of risks and cost consequences if realized, weighted for probability of occurring.
9. The proposed Guaranteed Maximum Price and breakdown consisting of the proposed direct cost of Phase 2 work, including proposed Design-Builder contingency.
10. Details to support the possible implementation of a Guaranteed Maximum Price delivery of the project, including the Design-Builder's fee and any shared savings provisions. Any details which differ from those submitted in the Proposal should be well-supported and are subject to OWNER approval.
11. Details to support the possible implementation of a Lump Sum delivery of the project, including a Lump Sum discount on the Design-Builder's fees. Any details which differ from those submitted in the Proposal should be well-supported and are subject to OWNER approval.
12. All other proposed Guaranteed Price pricing assumptions and clarifications on terms and conditions used not covered in the preceding items in this section.
13. A list of work activities, expenses and fees not included in the Guaranteed Price which the OWNER may be expected to pay for.

After delivery of the initial draft Guaranteed Price Proposal, the Design-Builder will conduct a workshop to present, review, and answer questions about the content of the Guaranteed Price Proposal. The Design-Builder will continue to revise the Guaranteed Price Proposal as needed and conduct additional workshops and meetings as needed to obtain OWNER agreement.



Upon acceptance of the Guaranteed Price Proposal, all documents upon which the Guaranteed Price Proposal is based shall be considered Contract Documents and shall serve as the basis for the remaining design work and construction. Any proposed and meaningful deviations from the Contract Documents shall be the basis for a Change Order.

OWNER shall have the sole authority to determine whether the project will be completed with the use of a Guaranteed Maximum Price or a Lump Sum as the basis for payment.

After OWNER acceptance of a proposed Guaranteed Price, the Design-Builder and OWNER shall negotiate and finalize a Contract Price Amendment in accordance with the requirements of the Design Build Agreement.

### **Deliverables**

1. Guaranteed Price Proposal and supporting documentation
2. Contract Price Amendment (mutually negotiated with OWNER)
3. Pricing Guidance and Assumptions:
4. All Early Work Packages defined in Subtask 5.6 shall be included in the Final Guaranteed Price Proposal.

**Exhibit C**

**CONTRACT PRICE AMENDMENT, IF ANY**

## **Exhibit D**

# **DESIGN-BUILDER'S PAYMENT/FEE SCHEDULE**



Design-Builder  
Budget Summary

Task Number	Task Description	Hours	Labor (\$)	ODCs (\$)	Subcontractors (\$)	Total Costs
Task 1.0	Project Management					
	<i>Subtask 1.1 - Project and Quality Management</i>	1238	\$266,900	\$20,000		\$286,900
	<i>Subtask 1.2 - Workshops &amp; Meetings</i>	3564	\$853,938	\$72,800	\$111,518	\$1,038,256
	<i>Subtask 1.3 - Project Coordination &amp; Document Control</i>	1104	\$245,530	\$0		\$245,530
	<i>Subtask 1.4 - Public Outreach Planning and Support</i>	360	\$83,640	\$0	\$168,850	\$252,490
	<i>Subtask 1.5 - Florida SRF Application and Administration Assistance</i>	612	\$130,976	\$0		\$130,976
	<b>Task 1.0 Subtotal</b>	<b>6878</b>	<b>\$1,580,984</b>	<b>\$92,800</b>	<b>\$280,368</b>	<b>\$1,954,152</b>
Task 2.0	Well System Assessment and Mitigation					
	<i>Subtask 2.1 - Assessment of Existing Well System</i>	289	\$57,623	\$30,000	\$74,080	\$161,703
	<i>Subtask 2.2 - Allowance for System Mitigation</i>	646	\$115,150	\$0	\$1,600,000	\$1,715,150
	<b>Task 2.0 Subtotal</b>	<b>935</b>	<b>\$172,773</b>	<b>\$30,000</b>	<b>\$1,674,080</b>	<b>\$1,876,853</b>
Task 3.0	Membrane and Corrosion Control Pilot Testing					
	<i>Subtask 3.1 - Membrane Pilot testing</i>	0	\$0	\$0		\$0
	<i>Subtask 3.1.1 - Pre-Pilot Testing and Raw Water Characterization</i>	270	\$48,238	\$0	\$38,654	\$86,892
	<i>Subtask 3.1.2 - Pilot Testing Plan</i>	104	\$24,848	\$0	\$38,368	\$63,216
	<i>Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start-Up</i>	40	\$12,944	\$10,000	\$371,690	\$394,634
	<i>Pilot Unit Purchase</i>				\$500,000	\$500,000
	<i>Raw Water Tap and Service to Pilot Units</i>				\$182,678	\$182,678
	<i>Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling</i>	516	\$85,032	\$30,000	\$275,702	\$390,734
	<i>Subtask 3.1.5 - Pilot Testing Report</i>	180	\$39,224	\$0	\$32,725	\$71,949
	<i>Subtask 3.1.6 - Condition Assessment and Procedures for Piloting FAS Well</i>	250	\$49,746	\$0	\$7,128	\$56,874
	<i>Subtask 3.2 - Desk-Top Corrosion Control Study</i>	164	\$33,228	\$0		\$33,228
	<i>Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corrosion Control Study</i>	1004	\$164,656	\$10,000		\$174,656
	<b>Task 3.0 Subtotal</b>	<b>2528</b>	<b>\$457,916</b>	<b>\$50,000</b>	<b>\$1,446,945</b>	<b>\$1,954,861</b>
Task 4.0	Phase 1 Design Services					
	<i>Subtask 4.1 - Background Document, Record Drawing Review and Validation</i>	900	\$193,612	\$0	\$34,210	\$227,822
	<i>Subtask 4.2 - Geotechnical Investigations</i>	1105	\$190,947	\$30,000	\$168,750	\$389,697
	<i>Subtask 4.3 - Surveying, Mapping, and Site Investigations</i>	196	\$32,668	\$20,000	\$159,860	\$212,528
	<i>Subtask 4.4 - Permitting and Approvals</i>	634	\$131,794	\$0	\$11,847	\$143,641
	<i>Subtask 4.5 - 10-Percent Design</i>	6455	\$1,121,263	\$20,000	\$524,881	\$1,666,144
	<i>Subtask 4.6 - 30-Percent Design Package and Basis of Design Report</i>	9208	\$1,444,556	\$0	\$62,524	\$1,507,080
	<i>Subtask 4.7 - 60-Percent Design Package</i>	12178	\$1,954,335	\$0	\$62,524	\$2,016,859
	<i>Subtask 4.8 - 90-Percent Design Package</i>	7285	\$1,175,483	\$0	\$62,524	\$1,238,007
	<i>Subtask 4.9 - 100-Percent Design Package</i>	1690	\$307,076	\$10,000	\$26,334	\$343,410
	<i>Subtask 4.10 - Asset Management</i>	557	\$93,455	\$1,500		\$94,955
	<b>Task 4.0 Subtotal</b>	<b>40208</b>	<b>\$6,645,189</b>	<b>\$81,500</b>	<b>\$1,113,454</b>	<b>\$7,840,143</b>
Task 5.0	Preconstruction Services					
	<i>Subtask 5.1 - Preconstruction Administration</i>	160	\$41,600	\$0		\$41,600
	<i>Subtask 5.2 - Constructability Reviews, Construction Planning and all Required Deliverables</i>	600	\$121,480	\$26,400	\$56,250	\$204,130
	<i>Subtask 5.3 - Cost Modeling and Estimates</i>	1170	\$258,150	\$12,000		\$270,150
	<i>Subtask 5.4 - Scheduling and Construction Phasing</i>	700	\$162,480	\$0		\$162,480
	<i>Subtask 5.5 - Subcontractor and Vendor Outreach</i>	580	\$91,080	\$37,900	\$56,250	\$185,230
	<i>Subtask 5.6 - Early Work Packages</i>	300	\$52,220	\$0		\$52,220
	<i>Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment</i>	2170	\$414,090	\$26,400		\$440,490
	<b>Task 5.0 Subtotal</b>	<b>5680</b>	<b>\$1,141,100</b>	<b>\$102,700</b>	<b>\$112,500</b>	<b>\$1,356,300</b>
	<b>PHASE I TOTAL</b>	<b>56229</b>	<b>\$9,997,962</b>	<b>\$357,000</b>	<b>\$4,627,347</b>	<b>\$14,982,309</b>



Task Description		Construction Specialist		Sr QC Mgr		Lead Estimator	
			\$124.00		\$250.00		\$230.00
Task 1.0	Project Management						
	Subtask 1.1 - Project and Quality Management	000	\$ -	80	\$ 20,000		\$ -
	Subtask 1.2 - Workshops & Meetings	-	\$ -		\$ -		\$ -
	Subtask 1.3 - Project Coordination & Document Control	-	60 \$ 7,440		\$ -		\$ -
	Subtask 1.4 - Public Outreach Planning and Support						
	Subtask 1.5 - Florida SRF Application and Administration Assis						
		000	60 \$ 7,440	80	\$ 20,000	0	\$ -
Task 2.0	Well System Assessment and Mitigation						
	Subtask 2.1 - Assessment of Existing Well System						
	Subtask 2.2 - Allowance for System Mitigation						
		-	0 \$ -	0	\$ -	0	\$ -
Task 3.0	Membrane and Corrosion Control Pilot Testing						
	Subtask 3.1.2 - Pilot Testing Plan						
	Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start						
	Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling						
	Subtask 3.1.5 - Pilot Testing Report						
	Subtask 3.1.6 - Condition Assessment and Procedures for Pilot						
	Subtask 3.2 - Desk-Top Corrosion Control Study						
	Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corro						
		-	0 \$ -	0	\$ -	0	\$ -
Task 4.0	Phase 1 Design Services						
	Subtask 4.1 - Background Document, Record Drawing Review						
	Subtask 4.2 - Geotechnical Investigations						
	Subtask 4.3 - Surveying, Mapping, and Site Investigations						
	Subtask 4.4 - Permitting and Approvals						
	Subtask 4.5 - 10-Percent Design						
	Subtask 4.6 - 30-Percent Design Package and Basis of Design I						
	Subtask 4.7 - 60-Percent Design Package						
	Subtask 4.8 - 90-Percent Design Package						
	Subtask 4.9 - 100-Percent Design Package						
		-	0 \$ -	0	\$ -	0	\$ -
Task 5.0	Preconstruction Services						
	Subtask 5.1 - Preconstruction Administration	-	\$ -		\$ -		\$ -
	Subtask 5.2 - Constructability Reviews, Construction Planning, Deliverables	-	40 \$ 4,960		\$ -		\$ -
	Subtask 5.3 - Cost Modeling and Estimates	-	20 \$ 2,480		\$ -	260	\$ 59,800
	Subtask 5.4 - Scheduling and Construction Phasing	-	20 \$ 2,480		\$ -		\$ -
	Subtask 5.5 - Subcontractor and Vendor Outreach	-	20 \$ 2,480		\$ -		\$ -
	Subtask 5.6 - Early Work Packages	-	60 \$ 7,440		\$ -	20	\$ 4,600
	Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal	00	60 \$ 7,440	60	\$ 15,000	140	\$ 32,200
		00	220 \$ 27,280	60	\$ 15,000	420	\$ 96,600
		00	280 \$ 42,160	140	\$ 55,000	420	\$ 96,600



CDM Smith		Task Description		Lead Estimator	Elec Estimator	Chief Estimator	Estimating Mgr	Sr. Project Controls	Administrative Assistant	Administrative Assistant	Total Hours	Total Costs	
				\$230.00	\$230.00	\$250.00	\$283.00	\$230.00	\$125.00	\$125.00			
Task 1.0	Project Management												
	Subtask 1.1 - Project and Quality Management											830	\$ 153,040
	Subtask 1.2 - Workshops & Meetings											430	\$ 115,920
	Subtask 1.3 - Project Coordination & Document Control											410	\$ 51,190
	Subtask 1.4 - Public Outreach Planning and Support											0	\$ -
	Subtask 1.5 - Florida SRF Application and Administration Assistance											0	\$ -
	Task 1.0 Subtotal											1670	\$ 320,150
Task 2.0	Well System Assessment and Mitigation												
	Subtask 2.1 - Assessment of Existing Well System											0	\$ -
	Subtask 2.2 - Allowance for System Mitigation											0	\$ -
	Task 2.0 Subtotal											0	\$ -
Task 3.0	Membrane and Corrosion Control Pilot Testing												
	Subtask 3.1.2 - Pilot Testing Plan											0	\$ -
	Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start-Up											0	\$ -
	Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling											0	\$ -
	Subtask 3.1.5 - Pilot Testing Report											0	\$ -
	Subtask 3.1.6 - Condition Assessment and Procedures for Piloting FAS Well											0	\$ -
	Subtask 3.2 - Desk-Top Corrosion Control Study											0	\$ -
	Subtask 3.3 - Pipe Loop Testing for DICCT and Update of Corrosion Control Study											0	\$ -
	Task 3.0 Subtotal											0	\$ -
Task 4.0	Phase 1 Design Services												
	Subtask 4.1 - Background Document, Record Drawing Review and Validation											0	\$ -
	Subtask 4.2 - Geotechnical Investigations											0	\$ -
	Subtask 4.3 - Surveying, Mapping, and Site Investigations											0	\$ -
	Subtask 4.4 - Permitting and Approvals											0	\$ -
	Subtask 4.5 - 10-Percent Design											0	\$ -
	Subtask 4.6 - 30-Percent Design Package and Basis of Design Report											0	\$ -
	Subtask 4.7 - 60-Percent Design Package											0	\$ -
	Subtask 4.8 - 90-Percent Design Package											0	\$ -
	Subtask 4.9 - 100-Percent Design Package											0	\$ -
	Task 4.0 Subtotal											0	\$ -
Task 5.0	Preconstruction Services												
	Subtask 5.1 - Preconstruction Administration											160	\$ 41,600
	Subtask 5.2 - Constructability Reviews, Construction Planning & all Required Deliverables											600	\$ 121,480
	200	\$ 46,000	80	\$ 18,400	120	\$ 30,000	50	\$ 14,150	\$ -	\$ -	1170	\$ 258,150	
	Subtask 5.4 - Scheduling and Construction Phasing											700	\$ 162,480
	Subtask 5.5 - Subcontractor and Vendor Outreach											580	\$ 91,080
	Subtask 5.6 - Early Work Packages											300	\$ 52,220
	200	\$ 46,000	110	\$ 25,300	120	\$ 30,000	70	\$ 19,810	\$ -	\$ -	2170	\$ 414,090	
	Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment											2170	\$ 414,090
	Task 5.0 Subtotal											5680	\$ 1,141,100
	PHASE I TOTAL											7350	\$ 1,461,250



Design-Builder  
Design Labor Detail

CDM Smith		Position/Title	Design Build Project Manager	Senior Technical Advisor/Specialist	Associate/Principal	Vice President	Senior Technical Advisor/Specialist	Vice President	Vice President	Senior Technical Advisor/Specialist	Vice President	Engineer IV	Senior Technical Advisor/Specialist	Vice President	Technical Advisor/Specialist	Senior Technical Advisor/Specialist	Engineer IV	Designer
Billing Rate			\$ 335.00	\$ 250.00	\$ 278.00	\$ 316.00	\$ 261.00	\$ 319.00	\$ 208.00	\$ 261.00	\$ 319.00	\$ 183.00	\$ 261.00	\$ 319.00	\$ 235.00	\$ 261.00	\$ 144.00	\$ 98.00
Task 1.0	Project Management																	
	Subtask 1.1 - Project and Quality Management	124	84	60	60	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 1.2 - Workshops & Meetings	320	436	88	88	0	0	0	0	0	0	0	0	92	88	58	0	0
	Subtask 1.3 - Project Coordination & Document Control	216	30	152	152	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 1.4 - Public Outreach Planning and Support	60	80	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 1.5 - Florida SRF Application and Administration Assistance	40	80	0	40	0	0	0	0	0	0	150	0	0	0	0	0	0
	<b>Task 1.0 Subtotal</b>	<b>760</b>	<b>710</b>	<b>300</b>	<b>404</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150</b>	<b>0</b>	<b>92</b>	<b>88</b>	<b>58</b>	<b>0</b>	<b>0</b>
Task 2.0	Well System Assessment and Mitigation																	
	Subtask 2.1 - Assessment of Existing Well System	20	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 2.2 - Allowance for System Mitigation	20	80	0	0	0	0	0	0	0	0	0	0	30	20	60	40	0
	<b>Task 2.0 Subtotal</b>	<b>40</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>20</b>	<b>60</b>	<b>40</b>	<b>0</b>
Task 3.0	Membrane and Corrosion Control Pilot Testing																	
	Subtask 3.1 - Membrane Pilot testing																	
	Subtask 3.1.1 - Pre-Pilot Testing and Raw Water Characterization	16	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.1.2 - Pilot Testing Plan	16	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start-Up	16	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling	24	40	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.1.5 - Pilot Testing Report	16	60	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.1.6 - Condition Assessment and Procedures for Piloting FAS Well	32	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.2 - Desk-Top Corrosion Control Study	16	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corrosion Control Study	40	60	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Task 3.0 Subtotal</b>	<b>176</b>	<b>304</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Task 4.0	Phase 1 Design Services																	
	Subtask 4.1 - Background Document, Record Drawing Review and Validation	40	120	0	40	0	0	0	0	0	0	0	0	0	0	20	36	80
	Subtask 4.2 - Geotechnical Investigations	40	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80
	Subtask 4.3 - Surveying, Mapping, and Site Investigations	24	8	0	0	0	0	0	0	0	0	0	0	0	0	20	36	80
	Subtask 4.4 - Permitting and Approvals	16	40	0	0	0	0	0	0	0	400	0	0	24	20	0	0	0
	Subtask 4.5 - 10-Percent Design	184	324	0	26	12	12	12	12	12	0	0	28	242	176	360	1020	0
	Subtask 4.6 - 30-Percent Design Package and Basis of Design Report	88	224	0	16	16	16	16	16	16	0	0	18	358	304	1260	1288	0
	Subtask 4.7 - 60-Percent Design Package	184	384	0	16	16	16	16	16	16	0	0	24	520	219	1660	1400	0
	Subtask 4.8 - 90-Percent Design Package	120	240	0	16	0	0	0	0	0	0	0	12	186	88	790	750	0
	Subtask 4.9 - 100-Percent Design Package	80	80	0	16	0	0	0	0	0	80	0	0	6	6	16	40	0
	Subtask 4.10 - Asset Management	8	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<b>Task 4.0 Subtotal</b>	<b>784</b>	<b>1492</b>	<b>0</b>	<b>130</b>	<b>44</b>	<b>44</b>	<b>44</b>	<b>44</b>	<b>44</b>	<b>480</b>	<b>0</b>	<b>82</b>	<b>1336</b>	<b>853</b>	<b>4158</b>	<b>4738</b>	<b>0</b>
Task 5.0	Preconstruction Services																	
	Subtask 5.1 - Preconstruction Administration																	
	Subtask 5.2 - Constructability Reviews, Construction Planning and all Required Deliverables																	
	Subtask 5.3 - Cost Modeling and Estimates																	
	Subtask 5.4 - Scheduling and Construction Phasing																	
	Subtask 5.5 - Subcontractor and Vendor Outreach																	
	Subtask 5.6 - Early Work Packages																	
	Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment																	
	<b>PHASE I TOTAL</b>																	
	Labor Subtotal Hours	1760	2626	300	606	44	44	44	44	44	480	150	82	1458	961	4276	4778	0
	Labor Subtotal Costs	\$ 589,600.00	\$ 656,500.00	\$ 83,400.00	\$ 191,496.00	\$ 11,484.00	\$ 14,036.00	\$ 9,152.00	\$ 11,484.00	\$ 14,036.00	\$ 87,840.00	\$ 39,150.00	\$ 26,158.00	\$ 342,630.00	\$ 250,821.00	\$ 615,744.00	\$ 468,244.00	\$ 0.00



Design-Builder  
Design Labor Detail

CDM Smith		Position/Title	Principal Architect	Principal Architect	Architect	Principal Architect	Architect	Architect	Senior Design Engineer	Senior Technical Advisor/Specialist	Engineer III	Engineer IV	Designer	Designer	Technical Advisor/Specialist	Vice President	Senior Technical Advisor/Specialist	Senior Technical Advisor/Specialist
Billing Rate			\$ 230.00	\$ 230.00	\$ 125.00	\$ 228.00	\$ 122.00	\$ 102.00	\$ 219.00	\$ 144.00	\$ 115.00	\$ 180.00	\$ 98.00	\$ 98.00	\$ 235.00	\$ 319.00	\$ 261.00	\$ 261.00
Task 1.0	Project Management																	
	Subtask 1.1 - Project and Quality Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 1.2 - Workshops & Meetings	112	90	0	0	0	0	142	60	0	0	0	0	0	116	0	32	328
	Subtask 1.3 - Project Coordination & Document Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 1.4 - Public Outreach Planning and Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
	Subtask 1.5 - Florida SRF Application and Administration Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	40
	<b>Task 1.0 Subtotal</b>	<b>112</b>	<b>90</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>156</b>	<b>0</b>	<b>32</b>	<b>384</b>
Task 2.0	Well System Assessment and Mitigation																	
	Subtask 2.1 - Assessment of Existing Well System	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	30
	Subtask 2.2 - Allowance for System Mitigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	40
	<b>Task 2.0 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>70</b>
Task 3.0	Membrane and Corrosion Control Pilot Testing																	
	Subtask 3.1 - Membrane Pilot testing																	
	Subtask 3.1.1 - Pre-Pilot Testing and Raw Water Characterization	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	12	12
	Subtask 3.1.2 - Pilot Testing Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0	0
	Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start-Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0	0
	Subtask 3.1.5 - Pilot Testing Report	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0	0
	Subtask 3.1.6 - Condition Assessment and Procedures for Piloting FAS Well	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 3.2 - Desk-Top Corrosion Control Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	44
	Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corrosion Control Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	84
	<b>Task 3.0 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>8</b>	<b>12</b>	<b>140</b>
Task 4.0	Phase 1 Design Services																	
	Subtask 4.1 - Background Document, Record Drawing Review and Validation	30	10	0	0	0	0	40	0	0	0	0	0	0	0	0	8	70
	Subtask 4.2 - Geotechnical Investigations	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0
	Subtask 4.3 - Surveying, Mapping, and Site Investigations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtask 4.4 - Permitting and Approvals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58
	Subtask 4.5 - 10-Percent Design	16	16	12	0	0	0	12	4	20	0	0	0	0	80	8	42	158
	Subtask 4.6 - 30-Percent Design Package and Basis of Design Report	56	60	144	4	120	200	58	68	20	20	110	30	80	12	44	236	
	Subtask 4.7 - 60-Percent Design Package	84	134	228	72	80	248	124	74	76	24	224	180	168	16	72	390	
	Subtask 4.8 - 90-Percent Design Package	56	64	96	62	24	60	82	138	76	40	240	180	120	8	24	256	
	Subtask 4.9 - 100-Percent Design Package	38	16	40	0	8	24	24	16	16	0	24	16	0	0	16	80	
	Subtask 4.10 - Asset Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	<b>Task 4.0 Subtotal</b>	<b>280</b>	<b>300</b>	<b>520</b>	<b>138</b>	<b>232</b>	<b>532</b>	<b>356</b>	<b>300</b>	<b>208</b>	<b>84</b>	<b>598</b>	<b>406</b>	<b>448</b>	<b>44</b>	<b>206</b>	<b>1248</b>	
Task 5.0	Preconstruction Services																	
	Subtask 5.1 - Preconstruction Administration																	
	Subtask 5.2 - Constructability Reviews, Construction Planning and all Required Deliverables																	
	Subtask 5.3 - Cost Modeling and Estimates																	
	Subtask 5.4 - Scheduling and Construction Phasing																	
	Subtask 5.5 - Subcontractor and Vendor Outreach																	
	Subtask 5.6 - Early Work Packages																	
	Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment																	
	<b>PHASE I TOTAL</b>																	
	Labor Subtotal Hours	392	390	520	138	232	532	498	360	208	84	598	406	732	52	274	1842	
	Labor Subtotal Costs	\$ 90,160.00	\$ 89,700.00	\$ 65,000.00	\$ 31,464.00	\$ 28,304.00	\$ 54,264.00	\$ 109,062.00	\$ 51,840.00	\$ 23,920.00	\$ 15,120.00	\$ 58,604.00	\$ 39,788.00	\$ 172,020.00	\$ 16,588.00	\$ 71,514.00	\$ 480,762.00	



Design-Builder  
Design Labor Detail

Position/Title	CDM Smith																
	Engineer III	Engineer IV	Senior Designer	Designer	Associate/Principal	Senior Design Engineer	Technical Advisor/Specialist	Senior Technical Advisor/Specialist	Senior Technical Advisor/Specialist	Senior Design Engineer	Engineer I	Engineer III	Engineer I	Associate/Principal	Senior Design Engineer	Senior Designer	
Billing Rate	\$ 123.00	\$ 147.00	\$ 157.00	\$ 98.00	\$ 259.00	\$ 208.00	\$ 235.00	\$ 251.00	\$ 261.00	\$ 145.00	\$ 112.00	\$ 131.00	\$ 112.00	\$ 264.00	\$ 214.00	\$ 117.00	
Task 1.0 Project Management																	
Subtask 1.1 - Project and Quality Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 1.2 - Workshops & Meetings	260	80	0	0	38	0	0	0	142	60	0	0	0	0	12	0	
Subtask 1.3 - Project Coordination & Document Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 1.4 - Public Outreach Planning and Support	0	108	0	16	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 1.5 - Florida SRF Application and Administration Assistance	142	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Task 1.0 Subtotal</b>	<b>402</b>	<b>188</b>	<b>0</b>	<b>16</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>142</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	
Task 2.0 Well System Assessment and Mitigation																	
Subtask 2.1 - Assessment of Existing Well System	45	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 2.2 - Allowance for System Mitigation	80	0	60	60	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Task 2.0 Subtotal</b>	<b>125</b>	<b>40</b>	<b>60</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Task 3.0 Membrane and Corrosion Control Pilot Testing																	
Subtask 3.1 - Membrane Pilot testing																	
Subtask 3.1.1 - Pre-Pilot Testing and Raw Water Characterization	138	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 3.1.2 - Pilot Testing Plan	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start-Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling	220	180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 3.1.5 - Pilot Testing Report	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 3.1.6 - Condition Assessment and Procedures for Piloting FAS Well	0	80	0	40	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 3.2 - Desk-Top Corrosion Control Study	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corrosion Control Study	400	400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Task 3.0 Subtotal</b>	<b>850</b>	<b>660</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Task 4.0 Phase 1 Design Services																	
Subtask 4.1 - Background Document, Record Drawing Review and Validation	60	0	0	0	8	80	0	0	40	0	0	0	0	20	0	0	
Subtask 4.2 - Geotechnical Investigations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 4.3 - Surveying, Mapping, and Site Investigations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtask 4.4 - Permitting and Approvals	0	0	0	0	0	0	0	0	20	0	0	0	0	0	8	0	
Subtask 4.5 - 10-Percent Design	377	240	328	560	24	144	0	0	4	0	0	0	0	0	0	0	
Subtask 4.6 - 30-Percent Design Package and Basis of Design Report	597	533	560	560	32	120	8	0	48	44	40	4	40	32	16	14	
Subtask 4.7 - 60-Percent Design Package	494	584	560	660	72	240	8	100	102	60	119	42	204	28	12	80	
Subtask 4.8 - 90-Percent Design Package	525	344	140	244	16	100	18	52	83	46	124	56	82	16	20	16	
Subtask 4.9 - 100-Percent Design Package	132	0	80	80	8	40	0	20	40	40	40	20	32	40	0	0	
Subtask 4.10 - Asset Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Task 4.0 Subtotal</b>	<b>2185</b>	<b>1701</b>	<b>1668</b>	<b>2104</b>	<b>160</b>	<b>724</b>	<b>34</b>	<b>172</b>	<b>337</b>	<b>190</b>	<b>323</b>	<b>122</b>	<b>358</b>	<b>136</b>	<b>56</b>	<b>110</b>	
Task 5.0 Preconstruction Services																	
Subtask 5.1 - Preconstruction Administration																	
Subtask 5.2 - Constructability Reviews, Construction Planning and all Required Deliverables																	
Subtask 5.3 - Cost Modeling and Estimates																	
Subtask 5.4 - Scheduling and Construction Phasing																	
Subtask 5.5 - Subcontractor and Vendor Outreach																	
Subtask 5.6 - Early Work Packages																	
Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment																	
<b>PHASE I TOTAL</b>																	
Labor Subtotal Hours	3562	2589	1728	2220	198	724	34	172	479	250	323	122	358	136	68	110	
Labor Subtotal Costs	\$ 438,126.00	\$ 380,583.00	\$ 271,296.00	\$ 217,560.00	\$ 51,282.00	\$ 150,592.00	\$ 7,990.00	\$ 43,172.00	\$ 125,019.00	\$ 36,250.00	\$ 36,176.00	\$ 15,982.00	\$ 40,096.00	\$ 35,904.00	\$ 14,552.00	\$ 12,870.00	

NOT INCLUDED IN THIS ESTIMATE



Design-Builder  
Design Labor Detail

Position/Title	Senior Design	Senior	Associate/Prin	Engineer III	Engineer II	Engineer IV	Designer	Vice President	Technical	Engineer III	Engineer I	Designer	Senior	Associate/Prin	Professional	Professional
	Engineer	Technical	cipal						Advisor/Specialist				Designer	cipal	Geologist	Geologist
Billing Rate	\$ 212.00	\$ 246.00	\$ 275.00	\$ 151.00	\$ 124.00	\$ 98.00	\$ 98.00	\$ 291.00	\$ 235.00	\$ 148.00	\$ 106.00	\$ 98.00	\$ 157.00	\$ 257.00	\$ 218.00	\$ 230.00
Task 1.0 Project Management																
Subtask 1.1 - Project and Quality Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 1.2 - Workshops & Meetings	22	2	0	0	0	0	0	82	124	0	0	0	0	14	0	68
Subtask 1.3 - Project Coordination & Document Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 1.4 - Public Outreach Planning and Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 1.5 - Florida SRF Application and Administration Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Task 1.0 Subtotal</b>	<b>22</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>82</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>68</b>
Task 2.0 Well System Assessment and Mitigation																
Subtask 2.1 - Assessment of Existing Well System	0	0	0	0	0	0	0	4	10	0	40	0	0	4	40	0
Subtask 2.2 - Allowance for System Mitigation	0	0	0	0	0	0	0	4	20	20	40	0	20	4	40	0
<b>Task 2.0 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>30</b>	<b>20</b>	<b>80</b>	<b>0</b>	<b>20</b>	<b>8</b>	<b>80</b>	<b>0</b>
Task 3.0 Membrane and Corrosion Control Pilot Testing																
Subtask 3.1 - Membrane Pilot testing																
Subtask 3.1.1 - Pre-Pilot Testing and Raw Water Characterization	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 3.1.2 - Pilot Testing Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start-Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 3.1.5 - Pilot Testing Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 3.1.6 - Condition Assessment and Procedures for Piloting FAS Well	0	0	0	0	0	0	0	0	0	0	0	0	0	18	40	0
Subtask 3.2 - Desk-Top Corrosion Control Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corrosion Control Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Task 3.0 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>40</b>	<b>0</b>
Task 4.0 Phase 1 Design Services																
Subtask 4.1 - Background Document, Record Drawing Review and Validation	40	0	0	0	0	0	0	20	0	20	28	0	0	10	40	0
Subtask 4.2 - Geotechnical Investigations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	194
Subtask 4.3 - Surveying, Mapping, and Site Investigations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtask 4.4 - Permitting and Approvals	0	0	0	0	0	0	0	16	0	0	0	0	0	0	20	0
Subtask 4.5 - 10-Percent Design	12	4	0	40	0	24	80	30	28	40	60	92	60	178	980	0
Subtask 4.6 - 30-Percent Design Package and Basis of Design Report	104	40	8	120	60	48	300	16	82	52	100	108	66	46	120	64
Subtask 4.7 - 60-Percent Design Package	184	24	40	140	44	68	220	20	90	100	220	340	160	54	220	24
Subtask 4.8 - 90-Percent Design Package	132	24	25	140	0	32	80	52	78	137	133	224	112	30	120	64
Subtask 4.9 - 100-Percent Design Package	40	24	0	60	0	24	40	16	32	16	16	16	16	8	8	16
Subtask 4.10 - Asset Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Task 4.0 Subtotal</b>	<b>512</b>	<b>116</b>	<b>73</b>	<b>500</b>	<b>104</b>	<b>196</b>	<b>720</b>	<b>170</b>	<b>310</b>	<b>365</b>	<b>557</b>	<b>780</b>	<b>414</b>	<b>326</b>	<b>1508</b>	<b>362</b>
Task 5.0 Preconstruction Services																
Subtask 5.1 - Preconstruction Administration																
Subtask 5.2 - Constructability Reviews, Construction Planning and all Required Deliverables																
Subtask 5.3 - Cost Modeling and Estimates																
Subtask 5.4 - Scheduling and Construction Phasing																
Subtask 5.5 - Subcontractor and Vendor Outreach																
Subtask 5.6 - Early Work Packages																
Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment																
<b>PHASE I TOTAL</b>																
Labor Subtotal Hours	534	118	73	500	104	196	720	260	464	385	637	780	434	366	1628	430
Labor Subtotal Costs	\$ 113,208.00	\$ 29,028.00	\$ 20,075.00	\$ 75,500.00	\$ 12,896.00	\$ 19,208.00	\$ 70,560.00	\$ 75,660.00	\$ 109,040.00	\$ 56,980.00	\$ 67,522.00	\$ 76,440.00	\$ 68,138.00	\$ 94,062.00	\$ 354,904.00	\$ 98,900.00



Design-Builder  
Design Labor Detail

CDM Smith	Position/Title	Professional Geologist	Professional Geologist	Associate/Principal	Sr. Project Controls	Project Accounting	Administrative Assistant	Technical Advisor/Specialist	Technical Advisor/Specialist	Technical Advisor/Specialist	Administrative Assistant	Technical Advisor/Specialist	Administrative Assistant	Technical Advisor/Specialist	Senior Technical Advisor/Specialist	Technical Advisor/Specialist	Total Labor (hrs)	Total Labor (\$)
		Billing Rate	\$ 145.00	\$ 161.00	\$ 282.00	\$ 230.00	\$ 106.00	\$ 106.00	\$ 110.00	\$ 224.00	\$ 179.00	\$ 114.00	\$ 211.00	\$ 119.00	\$ 192.00	\$ 261.00	\$ 127.00	
Task 1.0	Project Management																	
	Subtask 1.1 - Project and Quality Management	0	0	0	20	20	0	0	40	0	0	0	0	0	0	0	408	\$ 113,860.00
	Subtask 1.2 - Workshops & Meetings	0	0	0	0	0	0	0	0	0	60	0	0	120	0	0	3134	\$ 738,018.00
	Subtask 1.3 - Project Coordination & Document Control	0	0	0	72	72	0	0	0	0	0	0	0	0	0	0	694	\$ 194,340.00
	Subtask 1.4 - Public Outreach Planning and Support	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	360	\$ 83,640.00
	Subtask 1.5 - Florida SRF Application and Administration Assistance	0	0	0	0	0	80	0	0	0	0	0	0	0	0	0	612	\$ 130,976.00
	<b>Task 1.0 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>108</b>	<b>80</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>5208</b>	<b>\$ 1,260,834.00</b>
Task 2.0	Well System Assessment and Mitigation																	
	Subtask 2.1 - Assessment of Existing Well System	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	289	\$ 57,623.00
	Subtask 2.2 - Allowance for System Mitigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	646	\$ 115,150.00
	<b>Task 2.0 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>935</b>	<b>\$ 172,773.00</b>
Task 3.0	Membrane and Corrosion Control Pilot Testing																	
	Subtask 3.1 - Membrane Pilot testing																	
	Subtask 3.1.1 - Pre-Pilot Testing and Raw Water Characterization	0	0	0	0	0	20	0	0	0	0	0	0	0	0	0	270	\$ 48,238.00
	Subtask 3.1.2 - Pilot Testing Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	104	\$ 24,848.00
	Subtask 3.1.3 - Pilot Testing Apparatus, Mobilization and Start-Up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$ 12,944.00
	Subtask 3.1.4 - Pilot Operation, Testing, Monitoring and Sampling	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	516	\$ 85,032.00
	Subtask 3.1.5 - Pilot Testing Report	0	0	0	0	0	20	20	0	0	0	0	0	0	0	0	180	\$ 39,224.00
	Subtask 3.1.6 - Condition Assessment and Procedures for Piloting FAS Well	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250	\$ 49,746.00
	Subtask 3.2 - Desk-Top Corrosion Control Study	0	0	0	0	0	8	8	0	0	0	0	0	0	0	0	164	\$ 33,228.00
	Subtask 3.3 - Pipe Loop Testing for OCCT and Update of Corrosion Control Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1004	\$ 164,656.00
	<b>Task 3.0 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>28</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2528</b>	<b>\$ 457,916.00</b>
Task 4.0	Phase 1 Design Services																	
	Subtask 4.1 - Background Document, Record Drawing Review and Validation	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	900	\$ 193,612.00
	Subtask 4.2 - Geotechnical Investigations	484	243	12	0	0	0	0	4	0	0	0	0	0	0	0	1105	\$ 190,947.00
	Subtask 4.3 - Surveying, Mapping, and Site Investigations	0	0	0	0	16	0	0	12	0	0	0	0	0	0	0	196	\$ 32,668.00
	Subtask 4.4 - Permitting and Approvals	0	0	0	0	0	8	4	0	0	0	0	0	0	0	0	634	\$ 131,794.00
	Subtask 4.5 - 10-Percent Design	0	0	0	0	16	124	24	4	32	40	2	0	120	0	0	6455	\$ 1,121,263.00
	Subtask 4.6 - 30-Percent Design Package and Basis of Design Report	40	0	4	0	0	40	20	0	40	0	0	4	180	0	0	9208	\$ 1,444,556.00
	Subtask 4.7 - 60-Percent Design Package	60	0	8	0	0	0	0	0	44	16	8	48	0	0	0	12178	\$ 1,954,335.00
	Subtask 4.8 - 90-Percent Design Package	40	0	4	0	0	0	0	0	64	16	8	40	120	0	0	7285	\$ 1,175,483.00
	Subtask 4.9 - 100-Percent Design Package	0	0	0	0	0	0	0	0	24	8	8	24	80	0	0	1690	\$ 307,076.00
	Subtask 4.10 - Asset Management	0	0	0	0	0	0	0	0	2	4	0	0	0	120	383	557	\$ 93,455.00
	<b>Task 4.0 Subtotal</b>	<b>624</b>	<b>243</b>	<b>28</b>	<b>0</b>	<b>32</b>	<b>172</b>	<b>48</b>	<b>20</b>	<b>206</b>	<b>84</b>	<b>26</b>	<b>116</b>	<b>540</b>	<b>120</b>	<b>383</b>	<b>40208</b>	<b>\$ 6,645,189.00</b>
Task 5.0	Preconstruction Services																	
	Subtask 5.1 - Preconstruction Administration																	
	Subtask 5.2 - Constructability Reviews, Construction Planning and all Required Deliverables																	
	Subtask 5.3 - Cost Modeling and Estimates																	
	Subtask 5.4 - Scheduling and Construction Phasing																	
	Subtask 5.5 - Subcontractor and Vendor Outreach																	
	Subtask 5.6 - Early Work Packages																	
	Subtask 5.7 - Phase 2 Guaranteed Maximum Price Submittal and Phase 2 Amendment																	
	<b>PHASE I TOTAL</b>																	
	Labor Subtotal Hours	624	243	28	92	140	300	76	64	206	144	26	116	660	120	383	48879	\$ 8,536,712.00
	Labor Subtotal Costs	\$ 90,480.00	\$ 39,123.00	\$ 7,896.00	\$ 21,160.00	\$ 14,840.00	\$ 31,800.00	\$ 8,360.00	\$ 14,336.00	\$ 36,874.00	\$ 16,416.00	\$ 5,486.00	\$ 13,804.00	\$ 126,720.00	\$ 31,320.00	\$ 48,641.00		\$ 8,536,712.00

**Exhibit E**  
**PROJECT SCHEDULE**

**PHASE 1 PROJECT SCHEDULE  
CONTRACT MILESTONES**

No.	Milestones	Task	Days from NTP	Date
1	Pilot Testing Report	3.1.5	313	2/3/2025
2	10 Percent Design Documents	4.5	110	7/15/2024
3	Basis of Design Report (30 Percent Design)	4.6	201	10/14/2024
4	Issued for Bid Documents (60 Percent Design)	4.7	327	2/17/2025
5	90 Percent Design Documents	4.8	411	5/12/2025
6	Issued for Construction Documents (100 Percent Design)	4.9	460	6/30/2025
7	GMP Pricing Notebook for City Review	5.7	418	5/19/2025
8	City Approval of GMP	5.7	460	6/30/2025

Notes:

1. Notice to Proceed (NTP) assumed to occur on March 27, 2024.
2. Schedule dependent on City reviews within 2-weeks (calendar days).

**Exhibit F**

**DESIGN-BUILDER'S BILLING RATES**

**DESIGN BUILDER PERSONNEL HOURLY RATE SCHEDULE**  
**CDM CONSTRUCTORS INC.**  
**DESIGN AND CONSTRUCTION PROFESSIONAL SERVICES (Jan 12, 2024)**

<b>BILLING RATE RANGES BY POSITION/TITLE<sup>1,2</sup></b>	
<b>Position/Title</b>	<b>Hourly Labor Billing Rate</b>
Vice President	\$319.00
Associate/Principal	\$282.00
Senior Technical Advisor/Specialist	\$261.00
Technical Advisor/Specialist	\$235.00
Design Build Project Manager	\$340.00
Deputy Design Build Project Manager	\$163.00
Project Manager	\$183.00
Senior Design Engineer	\$219.00
Engineer IV	\$183.00
Engineer III	\$162.00
Engineer II	\$131.00
Engineer I	\$115.00
Senior Designer	\$157.00
Designer	\$136.00
Administrative Assistant	\$125.00
Principal Architect	\$230.00
Architect	\$125.00
Senior Environmental Specialist	\$204.00
Professional Geologist	\$230.00
Geologist	\$115.00
Senior GIS Technician	\$219.00
GIS Technician	\$115.00
Senior Construction Field Representative	\$230.00
Area Leader	\$313.00
Design-Build Project Director	\$320.00
Preconstruction Manager	\$260.00
Electrical Delivery Lead	\$194.00
I&C Integration Manager	\$200.00
Project Accounting	\$139.00
VDC Manager	\$139.00
Health & Safety Manager	\$255.00
Sr Quality Manager	\$255.00
Lead Procurement	\$97.00
Sr. Procurement Manager	\$189.00
Construction Manager	\$250.00
General Superintendent	\$208.00
Construction Specialist	\$124.00
Lead Estimator	\$230.00
Electrical Estimator	\$232.00
Chief Estimator	\$250.00
Estimating Manager	\$283.00
Sr. Project Controls	\$230.00

Note<sup>1</sup>: These are representative Positions/Titles and their respective Billing Rates and may not include all positions that could be used throughout the term of the Design Build Agreement. These rates do not include project travel. Rates provided are in effect through March 30, 2025, and labor rate shall be escalated 5% beginning on April 1, 2025 and each April 1 thereafter. Subsequent Phase 1 rate escalation will be negotiated with the City of Delray.

Note<sup>2</sup>: The rates, information, and footnotes in this table are for the use in pricing the lump sum services of Phase 1, change orders as part of developing Phase 1, development of Guaranteed Maximum Price and other potential change order.

## **Exhibit G**

### **INSURANCE CERTIFICATES AND BONDS (to the extent Contract Price Amendment is executed)**



## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Modified DBIA 535, General Conditions, and Modified DBIA 545, Agreement, for Water Plant  
 Department: Utilities Contact person: Hassan Hadjimiry

City Manager approval   
 Reviewed by Purchasing

City Commission approval   
 Agenda item #: 7.D  
 Agenda meeting date: 03/05/2024  
 Resolution #: 74-24

Agreement Action: 

New <input checked="" type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
--------------------------------------	--------------------------------	----------------------------------	---

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	Upon Execution until Completion of Phase I. Amd required for Phase II
Termination Clause	Article 11 of Gen. Conds.; for cause, for convenience, or due to bankruptcy
Renewal Clause	N/A
Insurance	Other
Indemnification	Other
Assignment	Section 13.2 of Gen. Conds.; written consent required
Fiscal Funding Requirement	N/A
FL. Public Records Provision (2016)	Section 13.1.2 of Gen. Conds.
Inspector General Provision	
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	Each bear's own; Jury trial waived
E-verify	

Business Principles:	Comments
Fees: Total Value	\$14,982,309.00 for Phase I - Design
Fees: Per Fiscal Year	

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Resolution 74-24, approved by CC, authorized CM to sign Agreements. Insurance provisions approved by Risk Management. Indemnifications vary based on application. Any indemnifications provided by DB are accompanied by language confirming sovereign immunity is not waived in addition to the stand alone provision found in Section 13.11 of the Gen Conds. confirming same.

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: William Bennett, Esq.  
 Reviewed and approved as to form and legal sufficiency only

RESOLUTION NO. 74-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CDM CONSTRUCTORS, INC., FOR PHASE 1 OF THE CITY OF DELRAY BEACH WATER TREATMENT PLANT PROGRESSIVE DESIGN BUILD PROJECT PURSUANT TO REQUEST FOR QUALIFICATIONS NUMBER 2023-066; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS THERETO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (the “City”) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires the design and construction of a new water treatment plant; and

WHEREAS, the City issued Request for Qualifications (RFQ) No. 2023-066 to obtain said services; and

WHEREAS, on November 7, 2023, the City Commission approved the recommendation of an award to CDM Constructors, Inc., (the “Contractor”) for RFQ No. 2023-066 and authorized the City to negotiate an agreement for the City of Delray Beach Water Treatment Plant Progressive Design Build Project (the “Project”); and

WHEREAS, the Project will be completed in two phases through the progressive design-build method; and

WHEREAS, Phase 1 includes the preconstruction and design services related to the Project; and

WHEREAS, the City Commission recognizes the need to complete negotiations for Phase 1 of the Project and authorizes the City Manager to execute an agreement upon the successful negotiation of terms and conditions; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.


Section 2. The City Commission of the City of Delray Beach hereby authorizes the City Manager to execute an agreement and any amendments thereto with CDM Constructors, Inc., for Phase 1 of the Water Treatment Plant Progressive Design Build Project pursuant to RFQ No. 2023-066 (the “Agreement”).

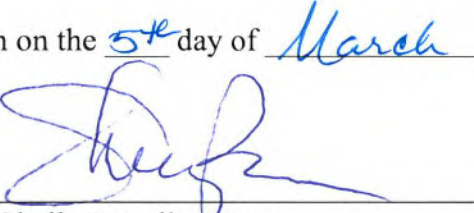
Section 3. The City Commission authorizes the City Manager to take any and all actions necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

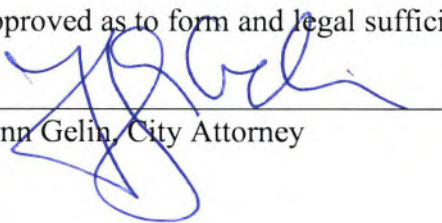
PASSED AND ADOPTED in regular session on the 5<sup>th</sup> day of March, 2024.

ATTEST:

  
Katerri Johnson, City Clerk

  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

  
Lynn Gelin, City Attorney





CITY OF DELRAY BEACH  
 CITY ATTORNEY'S OFFICE  
 200 NW 1<sup>ST</sup> Avenue, Delray Beach, FL 33444  
 561-243-7090



**LEGAL REVIEW FORM**

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

**Date of Review:** 03/01/2024

**Document Name:** Resolution 74-24

**Document Type:** Resolution to be utilized if City Commission authorizes the City Manager to execute a future agreement with CDM Constructors for the Phase 1 services for the Water Treatment Plant design-build project.

**Submitted by:** N/A

This document is approved as to form and legal sufficiency.

This document is approved as to form and legal sufficiency; however, the undersigned made the following change(s):

This document is not approved as to form and legal sufficiency for the following reason(s):

\_\_\_\_\_.

**Notes:**

s/William M. Bennett, Esq.  
 Assistant City Attorney

**Copy to:**

- City Attorney's Office (with a copy of the approved document)
- Other: Hassan Hadjimiry, Peggy Cadeaux, and Casetra Thompson