



**CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444**

**AMENDMENT NO. 2 TO DBIA CONTRACT #545
PURSUANT TO RFQ 2023-066 FOR THE CITY OF DELRAY
BEACH WATER TREATMENT PLANT
PROGRESSIVE DESIGN BUILD PROJECT
CDM CONSTRUCTORS, INC.**

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO DBIA CONTRACT #545
PURSUANT TO RFQ 2023-066 FOR THE CITY OF DELRAY
BEACH WATER TREATMENT PLANT PROGRESSIVE DESIGN BUILD PROJECT

THIS AMENDMENT NO. 2 to DBIA Contract #545, Progressive Design-Build Agreement for Water and Wastewater Projects, as modified, entered into pursuant to RFQ 2023-066 for the City of Delray Beach Water Treatment Progressive Design Build Project, dated March 25, 2024, by and between the City of Delray Beach, a municipal corporation of the State of Florida (“Owner”), and CDM Constructors Inc., (“Design-Builder”) a Foreign profit corporation, is entered into this _____ day of _____, 20__.

WHEREAS, on March 25, 2024, the Owner entered into DBIA Contract #545, Progressive Design-Build Agreement for Water and Wastewater Projects, as modified, and DBIA Contract #535, Standard Form of General Conditions of Contract Between Owner and Design-Builder, as modified, with Design-Builder for the progressive design build of a new water treatment plant (hereinafter referred to as the “Agreements”) pursuant to RFQ 2023-066; and

WHEREAS, on December 17, 2024, the Owner and Design-Builder entered into Amendment No. 1 to the Agreements for the complete demolition of the existing lime plant and to construct the new plant so it solely operates utilizing the membrane process in response to updated standards issued by the United States Environmental Protection Agency; and

WHEREAS, the Owner desires to expand the proposed backup generator system to provide power to the existing water treatment facilities and the new administration building, and to include an additional six (6) months of pilot testing equipment rentals; and

WHEREAS, Phase 2 Services will require the acquisition of new equipment necessary to complete construction of the water treatment plant, the acquisition of which requires long-lead time; and

WHEREAS, the Owner desires to approve the acquisition of long-lead time equipment necessary to complete Phase 2 prior to final approval of all Phase 2 services to minimize the potential delay impacts associated with this equipment; and

WHEREAS, Phase 2 also includes the construction of a deep injection well for the water treatment plant; and

WHEREAS, the Owner entered into an agreement with Youngquist Brothers, LLC, for the construction of the deep injection well, but engineering and design services are still necessary in order to complete the construction; and

WHEREAS, the Owner desires to amend the Agreements to include engineering and design services for the deep injection well prior to final approval of all Phase 2 services; and

WHEREAS, Design-Builder agrees to continue to provide services to the Owner in

accordance with the terms and conditions of the Agreement.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Design-Builder, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Defined Terms. Capitalized terms used in the Amendment, but not otherwise defined herein, shall have the same meaning ascribed to them in the Agreements.

3. The Agreement is hereby amended to include additional Phase 1 design services. The Agreement is hereby amended to include additional scope of services and a correlating time extension, for the fee of **Two Hundred and Ninety-One Thousand, Three Hundred and Forty Seven Dollars (\$291,347)**, pursuant to Exhibit "A", attached hereto and incorporated herein.

4. The Agreement is hereby amended to include the Early Procurement Package (EPP). This EPP of **Nine Million, Nine Hundred and Fifty-Two Thousand, Six Hundred and Thirty-Eight Dollars (\$9,952,638)** is subject to the assumptions, clarifications, and exclusions set forth in Exhibit "B", "Early Procurement Package Pricing, Scope, Schedule, & Assumptions and Clarifications," attached hereto and incorporated herein. In the event of any conflict of purported ambiguity between Exhibit "B" and the other terms of the Agreement, Attachment "B" shall supersede and control, except with respect to any legal terms and obligations, which shall be controlled by the Agreement.

5. The Agreement is hereby amended to include the Deep Injection Well Engineering Services During Construction. The Agreement is hereby amended to include additional scope of services related to the Phase 2 construction components, for the fee of **Two Million, Eight Hundred and Eighty Six Thousand, Twenty-one Dollars (\$2,886,021)**, pursuant to Exhibit "C", attached hereto and incorporated herein.

6. Except as provided herein, all other terms and conditions of the Agreements and Amendment No. 1 remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, and this Amendment No. 2 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties

ATTEST:

OWNER/CITY OF DELRAY BEACH

Alexis Givings, City Clerk
ATTEST:

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

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

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__, by
_____ (name of person), as _____ (type of
authority) for _____ (name of party on behalf of whom instrument was
executed).

Personally known ____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____



621 NW 53rd Street, Suite #265
Boca Raton, Florida 33487
tel: 561 571-3800

Exhibit "A" to Amendment No. 2

September 17, 2025

Michael Rezk, PE, PMP
City of Delray Beach
434 South Swinton Avenue
Delray Beach, FL 33444

Subject: City Delray Beach Water Treatment Progressive Design Build Project
Change Order Number 2, Backup Power Generation Revisions

Dear Mr. Rezk:

A project description and fee for Design-Build of the Delray Beach Water Treatment Plant upgrade is provided in the Agreement between the City of Delray Beach (City) and CDM Constructors Inc (Design-Builder), dated March 22, 2024 and Amendment No.1 dated December 17, 2024.

The following defines Change Order Number 2 for adjustments to the scope of work and schedule for the City's water treatment upgrades. Details are provided for each item of this change order.

A. Design Changes for Project Backup Power

The site backup power design for the new membrane water treatment plant was established and approved at 60% design completion. Since then, the City has decided to change this design by extending the generator feed to the new Administration Building and providing backup power to the existing Water Treatment Plant and installing generators of greater capacity, located outside, and in protective enclosures. A redesign of the backup power system to support the entire facility is required. CDM Smith is requesting a fee and schedule increase to accommodate this design change. These fee and scope changes are based on the new generators being supplied by the Design-Builder and not by FPL. The following are the added design services for the change in backup power:

- Existing conditions research to define as-built backup power systems at the existing WTP, current power demands, building and equipment details for drawing creation, assessment of ancillary equipment and structures for reliable installation of new equipment.
- The generator room will have to be repurposed for functional use as part of the new facility. For this change order, it was assumed that the room would be repurposed as "Equipment Storage", which will minimize code impacts, reduce unnecessary design changes and satisfy building permitting requirements. The switchgear will remain in the room or walled off as a separate room. Greater design is required to provide the electrical (lights, receptacles, etc), HVAC (cooling and ventilation), and architectural features for a storage room. If a different use is desired by the City, then simple changes can be made by the City following construction.



- Civil design changes for removing diesel generator equipment and installation of outdoor natural gas generator. Also included is the addition of a new Florida Public Utility (FPU) natural gas pipeline from the WTP site property limits to the on-site gas meter. This will require the relocation of already designed new yard piping to accommodate this new utility pipe. Drawings showing off site gas main installation are not included. Site grading, drainage and road layout will be revised for the backup power change. It is estimated eight (8) civil drawings will require moderate to significant modifications to the Issued for Construction (100% design) documents for this design change.
- Coordinate is required with FPU for the new gas feed to the site and to confirm capacity and pressure of the gas provided. Prior correspondence has confirmed that a booster pump for gas supply is not necessary and therefore, design of a booster pump is not included as part of this change order.
- Modifications to the landscaping and irrigation design. It is estimated that eight (8) drawings will require moderate to significant modifications to the Issued for Construction (100% design) documents for this design change.
- Electrical design changes for new natural gas generator equipment, installation of outdoor natural gas generators, feeder to existing WTP, switchgear and other electrical gear at the existing WTP, new feeder to new Administration Building with switchgear and other electrical gear. Specification edits are necessary for the changes in fuel and capacity of the generators. Also, it is estimated that ten (10) new drawings are required, and eleven (11) drawings will require moderate to significant modifications for this design change.

Modified electrical drawings:

E-GN-4: ELECTRICAL OVERALL SITE PLAN NEW WORK & MODIFICATIONS

E-GN-7 (3 pages): ELECTRICAL PARTIAL SITE PLAN III NEW WORK & MODIFICATIONS

E-GN-12: EXISTING LOW VOLTAGE DISTRIBUTION ONE LINE DIAGRAM

E-NF-1: NF MEMBRANE BUILDING OVERALL MAIN SWITCHGEAR SWGR-1 ONE-LINE
DIAGRAM

E-NF-2: NF MEMBRANE BUILDING OVERALL MAIN SWITCHGEAR SWBD-1 ONE-LINE
DIAGRAM

E-NF-3: NF MEMBRANE BUILDING OVERALL MAIN SWITCHGEAR SWBD-2 ONE-LINE
DIAGRAM

E-NF-4: NF MEMBRANE BUILDING OVERALL MAIN SWITCHGEAR MCC-1 ONE-LINE
DIAGRAM

E-NF-5: NF MEMBRANE BUILDING OVERALL MAIN SWITCHGEAR MCC-2 ONE-LINE
DIAGRAM

E-NF-23: NF MEMBRANE BUILDING ENLARGED EQUIPMENT PLANT

E-AB-1: ADMINISTRATOR BUILDING ONE-LINE DIAGRAM

E-AB-2: ADMINISTRATOR BUILDING POWER PLAN

New electrical drawings:

E-GN-17: ELECTRICAL PLAN NEW WORK & MODIFICATIONS – EXISTING WATER TREATMENT PLANT

E-GN-18: ELECTRICAL PLAN NEW WORK & MODIFICATIONS – EXISTING WATER TREATMENT PLANT

E-GN-19: ELECTRICAL SITE PLAN NEW WORK & MODIFICATIONS

E-NF-18: CONTROL & INSTRUMENT RISER DIAGRAM – GENERATORS CONTROLS

E-NF-41: WIRING DIAGRAMS – GENERATORS CONTROLS

E-NF-42: SEQUENCE OF OPERATION – GENERATORS CONTROLS

E-NF-43: LOAD SCHEDULE– EXISTING WATER TREATMENT PLANT

E-NF-44: ONE LINE DIAGRAM NEW WORK & MODIFICATIONS – EXISTING WATER TREATMENT PLANT

E-NF-45: ELECTRICAL POWER PLAN – ENLARGED PLAN

E-NF-46: ELECTRICAL PANEL SCHEDULES – EXISTING WATER TREATMENT PLANT

- Architectural design changes for the new natural gas generator equipment and repurposing of the generator room include updates to the Architectural Site plan with code related separation distances, removal of diesel references in chemical table, remove louvers, possible adjustment of personnel doors and several other details. It is estimated that thirteen (13) drawings will require moderate to significant modifications for this design change.
- Building Mechanical design changes for the new natural gas generator equipment and generator room repurposing include updates for removal of gravity louvers and installation of ventilation based on load recalculations. Details and specifications will be provided for gas supply for the generators. It is estimated that five (5) drawings will require moderate to significant modifications for this design change.
- Instrumentation & Control (automation) design modifications are necessary for the change in number and type of generators, and the new locations receiving backup power. It is estimated that one (1) new drawing is required and two (2) drawings will require moderate to significant modifications to the Issued for Construction (100% design) documents for this design change.
- New drawings and details are required to define demolition of the existing WTP generator and ancillary equipment.
- Geotechnical assessments for new outdoor generator and enclosure locations. The dynamic and static load of the generator units may require soil improvements or subsurface

foundations. An assessment will be performed, and design provided for the most appropriate support system.

- Maintenance of Plant Operations (MOPO) planning for new backup power to the existing Water Treatment Plant while facility is in service.
- Current permitting efforts for a Tier 4 diesel air permit have been suspended and revised permitting required for emissions from larger capacity generators. Previously conducted emissions and dispersion modeling, and permitting efforts need to be recreated since the generator capacity and emissions have increased by 20 percent .
- The change to the Issued for Construction (100% design) site layout documents will require an update to the Site Plan approval application or an amendment to the approved Site Plan from Development Services. In addition, the site dewatering and stormwater permit applications/permits will need to be revised for the site layout changes.
- Additional cost estimating and vendor coordination is required to provide construction costs for changes in backup power design. This will require solicitation of vendor bids for the different generators and modifications to bids for the site electrical distribution system. This is necessary to provide pricing details for GMP 2.
- Quality control design phase procedures must be repeated for the areas of work that are being revised. This includes a new inter-discipline (red, yellow, green) review, technical specialist review by civil and electrical leaders, and another model clash check for physical conflicts on the drawings.

The ENGINEER will complete the above defined design changes to 60 percent complete for the following additional fee:

<u>Task</u>	<u>Fee Change</u>
Task 1 – Project Management	\$ 0
Task 2 – Well System Assessment and Mitigation	\$ 0
Task 3 – Membrane Pilot Testing & Corrosion Control Study	\$ 0
Task 4 – Phase 1 Design Services	\$ 183,229
Task 5 – Preconstruction Services	<u>\$ 9,088</u>
Total:	\$ 192,317

This scope and fee are limited to providing new backup power to the existing water plant and does not include any improvements to existing facilities required for compliance with current building codes. There are no architectural, structural, building mechanical or fire protection services being provided for the revised backup power at the existing Water Treatment Plant.

B. Summary of Project Schedule Changes

There are changes required to the Phase 1 Design-Builder's schedule as described below and shown in the schedule table.

1. While reviewing the project schedule during a recent progress meeting, the City requested addition time to negotiate the GMP. In total, an additional 4 months are required for GMP Development as defined under Item 8 of the contract schedule. There are no changes to GMP Development services or fee for this schedule change.
2. The scope of work for change to design of the backup power system is defined herein and will require an additional three months added to the project schedule. It is assumed that notice to proceed will be provided on October 17, 2025 and services complete 3 months later. If notice to proceed is provided after October 17, 2025, then each calendar day after will be added to the new IFC completion date.

The proposed changes to the project schedule are shown below and highlighted in red font.

No.	Milestones	Task	Days from NTP-1 Contract/Revised	Days from NTP-2	Contract Date	New/Revised Date
1	Pilot Testing Report	3.1.5	469/826		8/1/2025	7/1/2026
2	10 Percent Design Documents	4.5	110		7/15/2024	
3	Basis of Design Report (30 Percent Design)	4.6	212		10/25/2024	
4	Issued for Bid Documents (60 Percent Design)	4.7	366		3/28/2025	
5	90 Percent Design Documents	4.8	458		6/28/2025	
6	Issued for Construction Documents (100 Percent Design)	4.9		91	8/22/2025	1/15/2026
7	GMP Pricing Notebook for City Review	5.7	474		7/14/2025	
8	City Approval of GMP	5.7	516/632		8/25/2025	12/19/2025

Notes:

- Notice to Proceed (NTP-1) occurred on March 27, 2024
- NTP-2 is assumed to be October 17, 2025 based on City Commission approval on October 14, 2025.

D. Additional Project and Quality Management

As defined above, an additional three months of schedule is required to complete the design changes. Project and quality management (quality assurance) will be required during the additional three months for general project coordination, project progress meetings with the City (prepare for, attend and document), specialty meetings, designer coordination meetings, meetings with regulators and permitting agencies, site visits, pay application development, owner correspondence, meetings with FPL and FPU, and monthly progress flyer.

<u>Task</u>	<u>Fee Change</u>
Task 1 – Project Management	\$ 39,030
Task 2 – Well System Assessment and Mitigation	\$ 0
Task 3 – Membrane Pilot Testing & Corrosion Control Study	\$ 0
Task 4 – Phase 1 Design Services	\$ 0
Task 5 – Preconstruction Services	<u>\$ 0</u>
Total:	\$ 39,030

E. Additional Rental of Pilot Skid

Subtask 3.1.4 of the contract requires CDM Smith to perform piloting using a membrane skid that has a rental duration of 6 months. The pilot units have been ready to operate since September 2024 and have remained dormant since that date. Since the rental duration has been exceeded, CDM Smith requests great fee to compensate it's subconsultant for 6 more months of skid rental. The rental duration will commence when piloting starts at a rental fee of \$10,000 per month.

<u>Task</u>	<u>Fee Change</u>
Task 1 – Project Management	\$ 0
Task 2 – Well System Assessment and Mitigation	\$ 0
Task 3 – Membrane Pilot Testing & Corrosion Control Study	\$ 60,000
Task 4 – Phase 1 Design Services	\$ 0
Task 5 – Preconstruction Services	<u>\$ 0</u>
Total:	\$ 60,000



Michael Rezk, PE
September 17, 2025
Page 7

E. Summary of Fee Changes

The following provides a summary of the fee changes to be amended in the design-build contract.

	<u>Fee Change</u>
Task 1 – Project Management	\$ 39,030
Task 2 – Well System Assessment and Mitigation	\$ 0
Task 3 – Membrane Pilot Testing & Corrosion Control Study	\$ 60,000
Task 4 – Phase 1 Design Services	\$ 183,229
Task 5 – Preconstruction Services	<u>\$ 9,088</u>
Total:	\$ 291,347

Please consider the project scope and fee changes as defined in Change Order Number 2. If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory A. Roy".

Gregory A. Roy, PE
Vice President and Senior Project Manager
CDM Smith Inc.

Enclosure

CC: Hassan Hadjimiry
Suzanne Mechler
Ryan Hagaman
Tommy Floyd
Mahendra Balkaran
Ajish Nambiar





Exhibit "B" to Amendment No. 2

September 30, 2025

Michael Rezk, P.E., PMP
Principal Engineer
City of Delray Beach, Utilities Department

Subject: Delray Beach Membrane Water Treatment Project – Early Procurement
Package (EPP) Memo

Dear Mr. Rezk:

CDM Smith has prepared this Early Procurement Package Memo to present the bids received from the equipment vendors and our analysis of the bids for the Delray Beach Membrane Water Treatment Plant. The package includes the following items:

- I. Summary of EPP Costs
- II. Basis of EPP
- III. General Conditions
- IV. Bid Analysis and Vendor Quotes

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Hagaman", with a stylized flourish extending to the right.

Ryan Hagaman
Senior Vice President
CDM Smith Inc.

Cc: Tommy Floyd, CDM Smith Inc.
Greg Roy, CDM Smith Inc.
Suzanne Mechler, CDM Smith Inc.
Mahendra Balkaran, CDM Smith Inc.



The EPP includes the following equipment packages:

- I. Electrical Gear
- II. Vertical Turbine Pumps
- III. Automatic Strainers

Our summary analysis of the bids are as follows:

I. Electrical Gear

Our analysis shows Graybar being the lowest responsive bidder. Their price of \$1,736,792 includes freight, sales tax, warranty that extends to April of 2029, and price escalation for 120 days after the bid was received.

II. Vertical Turbine Pumps

Our analysis shows Carter & VerPlanck being the lowest responsive bidder. Their price of \$4,348,743 includes freight, sales tax, warranty that extends to April of 2029, and price escalation for 120 days after the bid was received. The lowest bidder, Sultzter, offered equipment that did not meet our design.

III. Automatic Straining Equipment

Our analysis shows CEJCO/Eaton being the lowest bidder. Their price of \$1,108,212 includes freight, sales tax, and price escalation for 120 days after the bid was received, however their proposal does not meet our specified requirements. R.P. Adams submitted a proposal which does meet our specified requirements for \$1,791,889. This price includes freight, sales tax, warranty that extends to April of 2029, and price escalation for 120 days after the bid was received.

Attachments & Appendices

- Attachment 1 – Summary of EPP Costs
- Attachment 2 – Basis of EPP
- Attachment 3 – General Conditions
- Attachment 4 – Bid Analysis & Vendor Quotes

Attachment 1

Summary of EPP Costs

Delray Beach, Florida
Membrane Water Treatment Plant and Wells
SW 7th Street, Delray Beach, Florida
Progressive Design-Build Early Procurement Package
CDM Smith



Electronic

Date:

Tuesday, September 30, 2025

**DELRAY BEACH MEMBRANE WATER TREATMENT PLANT,
EARLY PROCUREMENT PACKAGE (EPP)**

DIRECT COSTS (FROM BLUE SHEET SUMMARY)	\$7,877,424.32
Taxes	\$551,419.70
Builders Risk Insurance	IN GMP
General Liability	\$99,526.38
Design-Builder Bonds	\$126,432.66
Shop Drawing Review	IN GMP
Owner's Contingency for Potential Design-Builder Costs	\$100,000.00
Design-Builder OH&P (11.5%)	\$995,302.35
General Conditions	\$202,533.00
ESDC	IN GMP
TOTAL PRE-ODPO ESTIMATE	\$9,952,638.42

Attachment 2

Basis of EPP

Introduction

The Early Procurement Package Pricing to procure the equipment is **\$9,952,638.42**

This does not include any cost to solicit and review shop drawings, release for fabrication, unload, handle, store, install or otherwise perform any work beyond purchasing the equipment, all additional work will be priced as part of a future EPP. The equipment included in this EPP are:

- Section 26 00 00 Electrical Gear (MCC/VFD's/SWGR)
- Section 43 24 26.35 Vertical Turbine Pumps
- Section 46 61 73 Automatic Straining Equipment

This EPP is based on the following:

General Assumptions & Clarifications

- I. This PRICING presented in this offering is for budgetary purposes.
- II. Cost escalation due to public posting of the subcontractor and supplier quotations is excluded. DESIGN-BUILDER reserves the right to modify the EPP if Subcontractor or Vendor quotes are exposed prior to Notice to Proceed (NTP).
- III. DESIGN-BUILDER will perform all General Conditions Costs for the lump sum amount of **\$202,533.00** which is included as part of EPP. General Conditions includes all CDM Smith Construction Management labor including:
 - a. Project Management, Procurement, Accounting, Administrative, and Executive Management, and other staff required to execute the EPP.
 - b. CDM Smith management equipment vehicles are included.
- IV. General Liability Insurance is included in the EPP for the lump sum total of **\$99,526.38** plus markup.
- V. CDM Constructors Inc. Payment & Performance Bonds of **\$126, 432.66** are included for the value of construction only and does not include design costs or bonding Phase 1 Services.
- VI. Building Permits are not included.
- VII. Builders Risk is not included.
- VIII. Shop drawing review is not included.
- IX. This is an equipment offering with limited contingency where the Owner is assumed to directly purchase the equipment. When the Owner purchases the equipment, the Owner should not be obligated to incur sales tax costs and can therefore issue Vendor Purchase Orders without the sales tax costs included. In the event that additional costs are required by the Vendors, through shop drawing review comments or other reasons which require the City to issue the Vendor(s) a change order, the Owner shall utilize the sales tax savings generated as part of the Owner Direct Purchase Order program to fund those Purchase Order Change Orders. If the Owner does issue a Vendor Change Order for reasonable cost increases to the Vendor Purchase Order, the Design-Builder will be entitled to the allowable markup associated with that direct cost change order. Design-Builder shall request a contingency draw from the Owner's Contingency for Potential Design-Builder Costs item in the EPP and Owner shall approve those requests as they are made. In the event that the Owner's Contingency for Potential Design-Builder Costs is not fully utilized and there are costs remaining at completion of the execution of the work, all remaining funds shall revert to the Owner via deductive Change Order from the Design-Builder's Agreement.
- X. DESIGN-BUILDER will be paid for all direct and indirect cost of construction incurred as part of the administration of the project as shown in the "Preliminary Services" and will receive 11.5% markup on all direct costs.

- XI. Sales taxes are NOT included. The owner is expected to purchase all materials as part of this EPP. a deductive change order to remove the equipment purchase from CDM Smith's contract shall not include any deductions for sales taxes.
- XII. This EPP pricing is based on the 60% design documents. The true up process will occur with the delivery of the Issued for Construction documents where the successful bidder will be given the opportunity to revisit the cost impacts of any changes due to design progression or requirements from the permitting agencies. Any resulting cost impacts will be billed against the Owner's Contingency for Potential Design-Builder Costs.

Owner Direct Purchased Equipment & Materials

- I. It is anticipated that these packages will be purchased using the Owner Direct Purchase Order Program (ODPO) and the City will remove the direct cost and sales tax associated with these packages from CDM Smith's contract after execution of the EPP.

Description	EPP
Direct Costs	\$7,877,424.32
Taxes	\$551,419.70
Builders Risk Insurance	In GMP
General Liability	\$99,526.38
Bonds	\$126,432.66
Owner's Contingency for Potential Design-Builder Costs	\$100,000
OH&P (11.5%)	\$995,302.35
General Conditions	\$202,533.00
ESDC	In GMP
Total EPP	\$9,952,638.42

Start-up and Testing

- I. Vendor installation checkout, start-up assistance and operator training are included.

Domestic Preference

- I. Buy American/Buy America provision included.
- II. American Iron and Steel Act included.
- III. Compliance with FAC 255.0993 included.

Wage Determination

- I. No Davis Bacon wage rates included.

Equal Business Opportunity Program

- I. The EPP is in compliance with the projects SBE Subcontracting requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act.

Funding Sources

- I. This project has not received funds from the State Revolving Fund (SRF), Water Infrastructure Finance and Innovation Act (WIFIA) or similar.

Substantial Completion

- I. Substantial completion for this EPP shall be accomplished on the date when the equipment is delivered to the jobsite.

Specifications

- I. The EPP is based on the 60% specifications dated April 2025.

Attachment 3

General Conditions

GC REPORT

CLIENT NAME: City of Delray Beach

PROJECT NAME: Delray Beach Membrane Treatment Plant

PROJECT MANAGER: Greg Roy

PROJECT NUMBER: 291242

[illegible]

Attachment 4

Bid Analysis & Vendor Quotes



Bid Analysis

DELRAY BEACH MEMBRANE WATER TREATMENT PLANT

	CDM Constructors Inc		
	OPCC	Selected Bid	Cut / Add
Package/Section:			
291242.30.60.400.26 00 00 Electrical Gear	\$ 1,679,034.00	\$1,736,792	\$57,758
291242.30.60.400.43 24 26.35 Vertical Turbine Can Pumps	\$ 5,000,000.00	\$4,348,743	(\$651,257)
291242.30.60.400.46 61 73 Automatic Straining Equipment	\$ 2,000,000.00	\$1,791,889	(\$208,111)
SUBTOTAL	\$8,679,034	\$7,877,424	\$ (801,610)
TOTAL	\$ 8,679,034	\$ 7,877,424	\$ (801,610)

AMENDMENT NO. 2 TO DBIA CONTRACT #545

CITY OF DELRAY BEACH WATER TREATMENT

PROGRESSIVE DESIGN BUILD PROJECT

September 2025

ENGINEERING SERVICES DURING CONSTRUCTION – DEEP INJECTION WELLS

GENERAL

The following services will be provided by CDM Smith Inc. (ENGINEER) under the existing Agreement between the City of Delray Beach (CITY) and CDM Constructors Inc. (Design-Builder) dated March 22, 2024.

Payment to the ENGINEER for all services defined herein, except Subtask 6.10, shall be by lump sum, invoiced at a percentage of the work completed. Services provided under Subtask 6.10 shall be invoiced for actual time and materials incurred to the upper limits defined herein. Invoicing details will define the Cost of Work as allowed by Article 6.4.3 of DBIA #545 Agreement between the CITY and Design-Builder.

PURPOSE

This Amendment No.2 sets forth the Engineering Services During Construction to be provided by the ENGINEER for the City of Delray Beach during construction of the two deep injections wells and one dual-zone monitoring well (Project).

ORGANIZATION

Task 6 – Engineering Services During Construction – Deep Injection Wells

- Subtask 6.1 Task Management
- Subtask 6.2 Quality Management
- Subtask 6.3 Bidding Assistance
- Subtask 6.4 Application for Payment Review
- Subtask 6.5 Construction Engineering Coordination
- Subtask 6.6 Construction Progress Meetings
- Subtask 6.7 Review of Submittals and Substitutions
- Subtask 6.8 Requests for Information (RFI) and Clarifications
- Subtask 6.9 Design Changes and Change Orders
- Subtask 6.10 Resident Project Representative
- Subtask 6.11 Site Visits
- Subtask 6.12 Data Evaluation and Permitting Coordination
- Subtask 6.13 Record Drawings
- Subtask 6.14 Construction and Testing Report, and Permit Closeout
- Subtask 6.15 Project Closeout

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION – DEEP INJECTION WELLS

This task provides for general administrative services during the construction phase of the Deep Injection Wells (DIW) Project and to assist the CITY with the administration of the construction contract. Activities performed under this task also consist of those general functions required to maintain the deep injection well construction project on schedule, within budget, and to the quality of work consistent with ENGINEER's standards and CITY's expectations. This task will start when the CITY issues a notice of award to the Contractor and services provided are based on a 24-month construction duration.

Subtask 6.1 – Task Management

Activities performed under this task consist of those general administrative functions required to maintain the Project on schedule, within budget, and with proper resources to provide services consistent with the ENGINEER's standards and the CITY's requirements as defined by the Agreement.

Subtask 6.2 – Quality Management

ENGINEER maintains a Quality Management System (QMS) to identify procedures for quality assurance and quality control including the necessary levels of documentation and procedures for monitoring the effectiveness of the quality program. ENGINEER will review the Project for quality assurance and control, prior to transmitting documents to CITY.

Subtask 6.3 – Bidding Assistance

The ENGINEER will provide services during the Bidding Phase of the Project. ENGINEER will attend the pre-bid conference and pre-bid site visit along with the CITY. ENGINEER will interpret and/or clarify construction contract documents to potential bidders' technical questions and support CITY with updates to drawing and/or specification for issuing addenda. A total of three (3) addendums have been budgeted under this task.

The CITY will be responsible for coordinating and issuing all addenda, conducting the bid opening, assessing bids, provide notice of award and executing an agreement with the Contractor. Following receipt of bids, ENGINEER will assist with bid evaluations and provide an opinion for award. As part of the ESDC for the new membrane water plant, the ENGINEER will conform the Contract Documents and incorporate any changes to them issued through Addenda.

Subtask 6.4 - Application for Payment Review

ENGINEER will confirm the schedule of values and costs due the Contractor based on site observations and review of applications for payment, accompanying data and schedules, all related to the construction progressing to the point indicated by the Contractor. ENGINEER will review up to 24 applications for payment for the Project. ENGINEER will review and provide comments on Contractor's final pay request and reconciliation.

Deliverable:

1. Monthly Contractor applications for payment

Subtask 6.5 – Construction Engineering Coordination

The Construction Engineering Coordinator will manage the flow of information and documentation from the ENGINEER into the Construction Management Software (CMS). Of significant importance is the monitoring of responsiveness to submittals and requests for information. CMS management includes the updates to schedules, change orders, RFI, submittals, Operation & Maintenance (O&M), warranties, substitution requests, and many other construction management documents. The Construction Engineering Coordinator is responsible for maintaining this information on behalf of the ENGINEER.

The Construction Engineering Coordinator will prepare/follow a construction submittal protocol. The protocol will establish procedures for submitting and documenting shop drawings, RFIs, CITY requested design modifications, change order requests from others, testing procedures, and other documentation as required.

The Construction Engineering Coordinator will be responsible for communicating interpretation of the design intent as shown on the construction Drawings and Specifications. The Construction Engineering Coordinator will coordinate resolution of conflicts that may arise between the design documents and construction field conditions.

The Construction Engineering Coordinator will assist in resolving non-conforming work observed and recommend corrective action. The Contractor will be responsible for initiating corrective procedures for defective work, and coordinate special materials tests and performance tests needed to complete a high-quality project.

Subtask 6.6 – Construction Progress Meetings

ENGINEER will organize, attend and participate in a pre-construction meeting to answer technical questions regarding the Project and coordinate the initiation of the work with the CITY and Contractor.

ENGINEER's Construction Engineering Coordinator and Hydrogeologist will attend onsite monthly construction progress meetings (24 construction progress meetings and site visits have been budgeted over the 24-month estimated active drilling construction duration to closeout). The Engineer of Record and the Project Manager will attend the meetings remotely. ENGINEER will be responsible for preparing the progress meeting agendas and preparing and distributing the progress meeting notes to the attendees.

Deliverable:

1. Pre-construction meeting agenda and minutes
2. Construction progress meeting agenda and minutes

Subtask 6.7 – Review of Submittals and Substitutions

The ENGINEER will follow the construction submittal protocol that establishes procedures for submitting, reviewing and filing of submittals. Equipment and materials submittals, test reports, and Operation & Maintenance (O&M) manuals will be reviewed for conformance with the Drawings and Specifications to verify that the design intent of the Project is maintained. Approximately 100 original submittals are estimated, and one resubmittal is assumed for 50 of the equipment and materials submittals. The submittal process will be fully electronic with all

submittals maintained in the document management system (or Construction Management Software). Hardcopy submittals are not anticipated to be required for the Project, other than for samples.

Up to two (2) requested substitutions will be assessed by the ENGINEER. The feasibility of the changes will be explored by the ENGINEER and a recommendation summarized in a letter to the CITY. Resulting design changes are defined in Subtask 6.9.

Deliverable:

1. Shop Drawing Reviews

Subtask 6.8 – Requests for Information (RFI) and Clarifications

The ENGINEER will provide support services during construction to answer requests for information (RFI) submitted for the purpose of clarifying design intent or specific features presented in the Drawings and Specifications. Approximately 25 RFI are estimated.

Deliverable:

1. RFI Responses

Subtask 6.9 – Design Changes and Change Orders

The ENGINEER will provide additional design and specification support services during construction. The ENGINEER will manage change orders submitted by the Contractor and define necessary design modifications. The ENGINEER will provide up to 222 hours for design changes and managing change orders.

Deliverable:

1. Design modifications
2. Response to Proposed Change Orders
3. Change Order Responses

Subtask 6.10 – Resident Project Representation

The ENGINEER will provide full-time resident observation during construction, of the two new deep injection wells and one dual-zone monitoring well. ENGINEER will provide onsite technical staff, and other support staff, to observe the Contractor's progress and to determine, in general, if the Contractor's executed work is being completed in accordance with the Contract Documents and UIC Permit conditions. The ENGINEER will be responsible for coordinating field engineering activities, maintaining a record of site activities, and documenting conformance with the Contract Documents.

The onsite staff will serve as the Resident Project Representative (RPR), whose duties are further defined in Exhibit A. These services run concurrently with the construction contract period from the commencement of drilling to the end of the final completion, which is not to exceed a 20-month period. The total level of effort is based on one deep well drilling at any time. Although, the Contractor is allowed to perform concurrent well drilling and both can be observed by one RPR.

Services provided under Subtask 6.10 shall be invoiced for actual time and materials incurred to the upper limits defined herein. Invoicing details will define the Cost of Work as allowed by Article 6.4.3 of DBIA #545 Agreement between the CITY and Design-Builder. This billing method allows for monitoring an adjustment of RPR services as the Contractor alters means and methods for well drilling.

The onsite technical staff will be a geologist, hydrogeologist, or suitably trained engineer or technician. Onsite technical staff will be under the direction of Florida registered Professional Geologist (PG) and Professional Engineer (PE), with PE serving as the Engineer of Record to certify the Project and permit requirements. Up to 14,600 labor-hours for the onsite technical staff will be provided. The RPR will be onsite continuously (24/7) during critical construction including specific drilling operations and casing settings.

The ENGINEER's onsite staff will maintain daily reports of well drilling and testing activities, correspondence with the drilling contractor, data and testing records, and regulatory documents to prepare weekly progress reports and casing seat request and justification letters. The documents will be maintained in the Document Management System.

In addition to responsibilities outlined in Exhibit A as an RPR, the following hydrogeologic and engineering services, unique to drilling and construction of an injection well, will be performed:

- Provide daily construction reports summarizing site activity, recording hours on the job site, weather conditions, data pertaining to construction and testing, list of visiting officials and representatives, daily activities, decisions, and observations in general.
- Summaries of technical issues or deviations from design specifications with the drilling Contractor will be included in the daily report.
- Recording of drilling parameters, drilling fluid characteristics and disposal record, drill bit and reamer bit diameters and depths.
- Describe and characterize the geologic formations encountered during pilot borehole construction at each well location to determine casing seat depths and evaluate aquifer potential.
- Observe and evaluate geophysical and video logging on the pilot borehole and completion of the wells to determine well construction conformance with the specifications and UIC permit conditions and general hydrogeologic information.
- Observe vertical offset data collection during pilot hole and reamed hole drilling and evaluation of well vertical alignment from these data.
- Observe setting and grouting of casings after casing seat selection and reaming of the pilot holes for each casing string segment.
- Provide field testing of water samples for specific conductance, total dissolved solids (TDS), chlorides, sulfates, pH and temperature during the drilling of the pilot hole for each casing segment.

- Observe and evaluate Mechanical Integrity Testing after completion of the wells using casing pressure tests and Radioactive Tracer Surveys.
- Observe well development. Perform field water quality analysis for specific conductance, temperature, pH, dissolved oxygen, and turbidity.
- Observe and coordinate short-term well hydraulic testing. The Contractor will be responsible for installing and operating the pumps and installing and monitoring the data loggers. ENGINEER will provide quality assurance of the short-term injection test setup and execution. ENGINEER will observe short-term injection test at the injection well to document that it is being performed in accordance with the Contract Document requirements.

Subtask 6.11 – Site Visits

ENGINEER's Senior Engineer or Geologists will make up to 24 periodic site visits as appropriate to evaluate activities related to their specific area of expertise (e.g. hydrogeology, civil, etc.). These site visits will be conducted to observe construction activity, evaluate conformance with the Contract Documents, and assist with technical or construction related issues with the Contractor, for Project compliance.

Also, the ENGINEER's hydrogeologist will perform up to 24 site visits as needed during the drilling and testing phases of the Project for QA/QC and permitting purposes and to address technical issues that may arise during these phases of the Project. It is anticipated that there will be occasions when the project manager and/or senior project hydrogeologist will supplement the duties of the staff hydrogeologist or design staff.

Proposed site visits and observations by ENGINEER are limited to spot checking, selective sampling and similar methods of general observation of the work based on the judgement of the ENGINEER's professionals. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in general accordance with the Contract Documents and ENGINEER shall keep the CITY informed of the progress of the work. Observations during the site visits will be documented in the daily reports. After observation of well construction activities, the ENGINEER will evaluate conformance with Contract Documents and resolve design related issues with the Contractor through coordination with the Contractor and ENGINEER'S staff, as needed.

Subtask 6.12- Data Evaluation and Permitting Coordination

The ENGINEER will evaluate the data collected during construction and testing for the purpose of determining casing seat depths for the injection well and monitoring intervals for the dual-zone monitoring well and aquifer flow and confining unit characteristics. The ENGINEER will assist with negotiating and preparing correspondence with regulatory agencies during construction to obtain acceptance of the final well design elements.

The ENGINEER will communicate and coordinate directly with FDEP during the drilling and testing phases. The FDEP permit requires periodic notifications during critical construction and testing activities, e.g., injection testing and mechanical integrity testing (MIT) plan and testing, therefore the ENGINEER will notify the FDEP a week prior to commencement of the aforementioned activities.

The ENGINEER will submit weekly progress reports, as required by the FDEP UIC Permit No. 427899- 001 UC/1X and Bo. 0427899 003 UC/1X. The weekly correspondence with FDEP will include well construction and testing activities, casing seat justification/request letters, short term injection testing request, and construction and testing issues.

The regulatory deliverables will be reviewed prior to and submittal and maintained in the Document Management System. The ENGINEER's main activities and deliverables related to this task are as follows:

- Daily Summary Reports including brief descriptions, status and results of drilling and testing activities documented in the field forms and field book.
- Preparation of UIC Weekly Progress Reports for the FDEP signed by Professional Geologist.
- Preparation of the FAC 62-528.410(4)©, 62-528.420(4)(c) Casing Seat Approval Letter signed by Professional Geologist.
- Preparation of MIT plan and report of results.
- Preparation of short-term injection test plan.
- Additional correspondence with FDEP, including injection test requests, and notifications of noncompliance activities, miscellaneous requests for FDEP UIC permit clarifications, variances, additions or substitutions.

Deliverables:

1. Weekly Progress Reports [FAC 62-528.410(9)(a) and 62-528.430(1)]: field hydrogeologists daily summary reports will be generated into a weekly report, including additional documentation as required by the permit.
2. FDEP conference call summaries and email correspondence.
3. Casing seat justification and recommendation letters for the second intermediate and final casing depths of the deep injection well.
4. Dual-zone monitoring well shallow and deep monitoring zone intervals/casing seat requests.
5. MIT plan and results.
6. Request to conduct short-term specific injectivity test and plan.
7. Miscellaneous requests for FDEP UIC permit clarifications, variances, additions or substitutions.

Subtask 6.13 - Record Drawings

ENGINEER will review as-built documentation prepared by the Contractor for general conformance to the construction documents and suitability for permit closeout. Using the as-built documentation, ENGINEER will prepare and submit to CITY three hard-copy sets of the

record drawings with record stamp signed by the ENGINEER as well as one electronic copy PDF (.pdf) format.

Deliverable:

1. Record Drawings

Subtask 6.14 - Construction and Testing Report, and Permit Closeout

The ENGINEER will prepare a Construction and Testing Draft Report summarizing the results of drilling, logging, test results, and construction details within 60 days after substantial completion. The report will summarize the drilling activities and results of testing, per UIC permit requirements stated in Chapter 62-528.430, FAC. The report will include the driller's and ENGINEER'S weekly reports, meeting summaries, and applicable correspondence. The report will compile the lithologic logs, deviation surveys, water quality data, casing and cement quantities, pressure tests, geophysical logs, cores, and lab results, packer pumping tests, injection tests, and other technical data collected during construction. The report will be uploaded to the Construction Management Software. A Draft and Final Report will be submitted to the CITY for review. After receiving review comments on the Draft Report from the CITY, the ENGINEER will submit the final version to the CITY within 30 days. Upon receipt of approval of the Final Report, the ENGINEER will submit it to FDEP.

Deliverable:

1. Draft of the Well Construction and Testing Report
2. Final Well Construction and Testing Report

Subtask 6.15 – Project Closeout

ENGINEER will conduct one substantial completion inspection and assist CITY with the preparation of a punch list of items of work remaining to be completed upon notification by the Contractor.

ENGINEER will accompany CITY and conduct one final completion inspection to confirm punch list items have been corrected and to determine if the work has been completed in general accordance with the Contract Documents. Remaining items of work may be considered warranty items. Final Completion will have been achieved at that time.

Following completion of injection well and monitor wells at the site, the ENGINEER will prepare a Certification of Completion (COC) of construction.

Deliverable:

1. Punch Lists
2. ENGINEER's Certification of Completions for Construction of the Deep Injection Well Construction

EXEMPTIONS:

1. Start up, commissioning and training related tasks for the deep injection wells and dual-zone monitoring well will be provided under a separate authorization as part of Engineering Services During Construction for the Membrane Water Treatment Plant, Contract #545.

EXHIBIT A

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

1. GENERAL

Resident Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding their actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and Contractor, and dealings with Subcontractors shall only be through or with the full knowledge of Contractor. Written communication with CITY will be only through or as directed by ENGINEER.

2. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist them in understanding the intent of the Contract Documents. Assist ENGINEER in serving as CITY'S liaison with Contractor when Contractor's operations affect CITY'S on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from CITY additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify ENGINEER of their availability for examination.
 - b. Advise ENGINEER and Contractor or their superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever they believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when they believe Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Transmit to Contractor ENGINEER's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all Addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as the case of observing test procedures. Send copies to ENGINEER.

- c. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Report immediately to ENGINEER upon the occurrence of any accident.
- 10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for their review and forwarding to CITY prior to final acceptance of the Work.
- 12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, CITY and Contractor and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of ENGINEER, Resident Project Representative:


- 1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- 2. Shall not exceed limitations on ENGINEER'S authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.


4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not authorize CITY to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.



Fee Summary

Task Number	Task Description	Billing Method	Hours	Labor (\$)	ODCs (\$)	Total Costs
Task 6	<i>Subtask 6.1 - Task Management</i>	LS	464	\$123,838	\$5,000	\$128,838
	<i>Subtask 6.2 - Quality Management</i>	LS	106	\$28,666		\$28,666
	<i>Subtask 6.3 - Bidding Assistance</i>	LS	68	\$15,730		\$15,730
	<i>Subtask 6.4 - Application for Payment Review</i>	LS	132	\$33,616		\$33,616
	<i>Subtask 6.5 - Construction Engineering Coordination</i>	LS	390	\$91,905		\$91,905
	<i>Subtask 6.6 - Construction Progress Meetings</i>	LS	422	\$81,334	\$8,000	\$89,334
	<i>Subtask 6.7 - Review of Submittals and Substitutions</i>	T&M	752	\$135,344		\$135,344
	<i>Subtask 6.8 - Requests for Information (RFI) and Clarifications</i>	T&M	412	\$76,208		\$76,208
	<i>Subtask 6.9 - Design Changes and Change Orders</i>	T&M	222	\$52,756		\$52,756
	<i>Subtask 6.10 - Resident Project Representation</i>	T&M	14,600	\$1,846,900	\$133,000	\$1,979,900
	<i>Subtask 6.11 - Site Visits</i>	LS	220	\$47,414	\$10,000	\$57,414
	<i>Subtask 6.12 - Data Evaluation and Permitting Coordination</i>	LS	414	\$80,718		\$80,718
	<i>Subtask 6.13- Record Drawings</i>	LS	100	\$18,665		\$18,665
	<i>Subtask 6.14 - Construction and Testing Report, and Permit Closeout</i>	LS	295	\$59,714		\$59,714
	<i>Subtask 6.15 - Project Closeout</i>	LS	160	\$37,213		\$37,213
	TOTALS		18757	\$ 2,730,021	\$ 156,000	\$ 2,886,021

		Position/Title	Design Build Project Manager	Senior Technical Advisor/Speciali st	Associate/Princi pal	Construction Manager	Engineer IV	Professional Geologist	Engineer III	Technical Advisor/Speciali st	Designer	Geologist
	Billing Rate		\$ 374.00	\$ 287.10	\$ 310.20	\$ 275.00	\$ 201.30	\$ 253.00	\$ 178.20	\$ 258.50	\$ 149.60	\$ 126.50
TASK 6	ENGINEERING SERVICES DURING CONSTRUCTION											
	<i>Subtask 6.1 - Task Management</i>		100		40	164						
	<i>Subtask 6.2 - Quality Management</i>		12			60		26				
	<i>Subtask 6.3 - Bidding Assistance</i>		16				16		16	8		4
	<i>Subtask 6.4 - Application for Payment Review</i>		8			100						16
	<i>Subtask 6.5 - Construction Engineering Coordination</i>			100		100	150					
	<i>Subtask 6.6 - Construction Progress Meetings</i>		30			100	40	16				176
	<i>Subtask 6.7 - Review of Submittals and Substitutions</i>		8			60	220	8	180	16		220
	<i>Subtask 6.8 - Requests for Information (RFI) and Clarification</i>		8			100		8	80	16		200
	<i>Subtask 6.9 - Design Changes and Change Orders</i>		6			100		16	20	40		40
	<i>Subtask 6.10 - Resident Project Representation</i>											
	<i>Subtask 6.11 - Site Visits</i>		16		32		40	20		32		80
	<i>Subtask 6.12 - Data Evaluation and Permitting Coordination</i>		4			110	40	20		40		180
	<i>Subtask 6.13- Record Drawings</i>					16	16			8	60	
	<i>Subtask 6.14 - Construction and Testing Report, and Permit Closeout</i>		6			70	55	16		28	20	80
	<i>Subtask 6.15 - Project Closeout</i>		14			60	60					16
	Task 6 Hours		228	100	72	1040	637	130	296	188	80	1012
	Task 6 total Costs		\$ 85,272.00	\$ 28,710.00	\$ 22,334.40	\$ 286,000.00	\$ 128,228.10	\$ 32,890.00	\$ 52,747.20	\$ 48,598.00	\$ 11,968.00	\$ 128,018.00

		Position/Title	Geologist	Geologist	Geologist	Geologist	Sr. Project Controls	Administrative Assistant	Administrative Assistant	Total Labor (hrs)	Total Labor (\$)
	Billing Rate		\$ 126.50	\$ 126.50	\$ 126.50	\$ 126.50	\$ 253.00	\$ 137.50	\$ 137.50		
TASK 6	ENGINEERING SERVICES DURING CONSTRUCTION										
	Subtask 6.1 - Task Management						60	60	40	464	\$ 123,838
	Subtask 6.2 - Quality Management								8	106	\$ 28,666
	Subtask 6.3 - Bidding Assistance								8	68	\$ 15,730
	Subtask 6.4 - Application for Payment Review								8	132	\$ 33,616
	Subtask 6.5 - Construction Engineering Coordination								40	390	\$ 91,905
	Subtask 6.6 - Construction Progress Meetings								60	422	\$ 81,334
	Subtask 6.7 - Review of Submittals and Substitutions								40	752	\$ 135,344
	Subtask 6.8 - Requests for Information (RFI) and Clarification									412	\$ 76,208
	Subtask 6.9 - Design Changes and Change Orders									222	\$ 52,756
	Subtask 6.10 - Resident Project Representation		3650	3650	3650	3650				14600	\$ 1,846,900
	Subtask 6.11 - Site Visits									220	\$ 47,414
	Subtask 6.12 - Data Evaluation and Permitting Coordination								20	414	\$ 80,718
	Subtask 6.13- Record Drawings									100	\$ 18,665
	Subtask 6.14 - Construction and Testing Report, and Permit Closeout								20	295	\$ 59,714
	Subtask 6.15 - Project Closeout								10	160	\$ 37,213
											\$ -
	Task 6 Hours		3650	3650	3650	3650	60	60	254	18757	
	Task 6 total Costs		\$ 461,725.00	\$ 461,725.00	\$ 461,725.00	\$ 461,725.00	\$ 15,180.00	\$ 8,250.00	\$ 34,925.00		\$ 2,730,021

DESIGN-BUILDER PERSONNEL HOURLY RATE SCHEDULE
CDM CONSTRUCTORS INC.
DESIGN AND CONSTRUCTION PROFESSIONAL SERVICES

BILLING RATE RANGES BY POSITION/TITLE^{1,2}	
Position/Title	Hourly Labor Billing Rate
Vice President	\$350.90
Associate/Principal	\$310.20
Senior Technical Advisor/Specialist	\$287.10
Technical Advisor/Specialist	\$258.50
Design Build Project Manager	\$374.00
Deputy Design Build Project Manager	\$179.30
Project Manager	\$201.30
Senior Design Engineer	\$240.90
Engineer IV	\$201.30
Engineer III	\$178.20
Engineer II	\$144.10
Engineer I	\$126.50
Senior Designer	\$172.70
Designer	\$149.60
Administrative Assistant	\$137.50
Principal Architect	\$253.00
Architect	\$137.50
Senior Environmental Specialist	\$224.40
Professional Geologist	\$253.00
Geologist	\$126.50
Senior GIS Technician	\$240.90
GIS Technician	\$126.50
Senior Construction Field Representative	\$253.00
Area Leader	\$344.30
Design-Build Project Director	\$352.00
Preconstruction Manager	\$286.00
Electrical Delivery Lead	\$213.40
I&C Integration Manager	\$220.00
Project Accounting	\$152.90
VDC Manager	\$152.90
Health & Safety Manager	\$280.50
Sr Quality Manager	\$280.50
Lead Procurement	\$106.70
Sr. Procurement Manager	\$207.90
Construction Manager	\$275.00
General Superintendent	\$228.80
Construction Specialist	\$136.40
Lead Estimator	\$253.00
Electrical Estimator	\$275.00
Chief Estimator	\$275.00
Estimating Manager	\$311.30
Sr. Project Controls	\$253.00

Note¹: 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, 2027, and labor rate shall be escalated 5% beginning on April 1, 2027 and each April 1 thereafter. Subsequent Phase 2 rate escalation will be negotiated with the City of Delray Beach.

Note²: The rates, information, and footnotes in this table are for the use in pricing the lump sum services for Engineering Services During Construction for the Deep Injection Wells.