

**Prepared by Hazen and Sawyer for
City of Delray Beach**

November 18, 2025

**Owner's Representative for Design-Build Construction Project for New Water Treatment
Plant and Related Improvements**

RFQ No. 2022-034

Scope of Services

Progressive Design-Build Phase 2 Support Services

Work Authorization No. 04

Project Understanding

The City of Delray Beach (City) is pursuing the construction of a new membrane WTP, six Surficial aquifer system (SAS) production wells, deep injection well with associated monitor well, and rehabilitation of portions of the existing SAS wells using a Progressive Design-Build delivery approach. The City awarded the design build contract to CDM Smith, Inc. (Design Builder) who has developed the design and provided a Guaranteed Maximum Price to construct the facility.

The City selected Hazen and Sawyer, PC (HAZEN) as the City Owner's Representative to assist with various engineering and owner's representative services tasks. The agreement with HAZEN for engineering and owner's representative services will be implemented in intentional phases, precedent to and coincidental with the Design Build services of a separate entity from design through construction and start up.

This Work Authorization No. 4 is to provide owner representative services during the construction phase of the project. This Work Authorization is divided into five tasks:

- Task 1 – Office Services During Construction
- Task 2 – Project Controls During Construction
- Task 3 – Field Services During Construction
- Task 4 – Operational Support Services
- Task 5 – Additional Engineer Services

The specific scope of services included in Work Authorization No. 4 are described herein.

Scope of Services

Task 1 Office Services During Construction

Task 1.1 Project Management

Project management will consist of the following services:

1. Oversee and coordinate office services, field services, project controls, and operational support services provided under this work authorization.
2. Develop and submit monthly progress reports to the City for services performed under this work authorization. Each report will include a summary of work completed since the previous monthly progress report; scheduled and actual percent completes for major tasks; budget status, including contracted amount, total billed to date, amount remaining, variances in the

project budget and/or schedule; list of coordination and information required; list of problems encountered and proposed resolution.

3. Attend the Pre-construction Conference and periodic attendance at construction progress meetings.

Task 1.2 Contract Document Review

HAZEN shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, which will be assembled by the Design-Builder in accordance with the Contract Documents. Such review shall be limited to a determination by HAZEN that the content of said documents and instruments complies with the Contract Documents. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with the Contract Documents. HAZEN shall thereafter transmit said documents and instruments to the City with written comments and, if applicable, recommendations regarding same, prior to determination of substantial completion.

Task 1.3 Progress Meetings

Hazen will participate in project progress meetings scheduled bi-weekly for the project duration. A total of 64 progress meetings are assumed for this work authorization. At a minimum, one HAZEN representative will attend the progress meetings and additional staff will be available based on the specific meeting needs.

As part of this task, HAZEN will also perform the following:

- Review of project schedule submitted by the Design Builder ahead of the progress meeting
- Review and coordination of project risk register (to be updated by the Design Builder)
- Participate in biweekly progress meetings
- Review of meeting minutes

Task 1 Deliverables:

- Attendance at pre-construction meeting and construction progress meetings.
- Claims/Disputes/Arbitration presentation materials and written recommendations for resolution to the City.

Task 2 Project Controls During Construction

This task services will be provided as follows:

Task 2.1 Review of Submittal Schedule

HAZEN shall review the Design-Builder proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the Contract Documents, along with the anticipated dates for submission. HAZEN shall provide City a notice of conformance with or without comments to such Design-Builder Submittal Schedule within five (5) business days of receipt.

Task 2.2 Submittal Distribution and Document Management

HAZEN will maintain an online Autodesk Construction Cloud Build site on a daily basis to electronically maintain all of documents including but not limited to initial construction schedules, pay requests, shop drawings, shop drawing re-submittals; preliminary and final vendor operations and maintenance manuals; field test reports (soils compaction, concrete testing, tank and pipeline hydrostatic tests; equipment shop tests; equipment field tests; independent electrical testing results; instrument calibration, SCADA factory tests, loop tests and diagrams and functional tests), shutdown or tie-in plans, start-up/testing plans, training materials, etc. Submittals shall be logged in and recorded from the Design-Builder, reviewed by the City and HAZEN if applicable, recorded for disposition of review, and returned to the Design-Builder with appropriate copies to the City and project record files.

Maintain orderly electronic and hard-copy files for correspondence reports of job conferences, shop drawings and sample submission, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

Task 2 Deliverables:

- Written review comments on Design-Builder's initial CPM schedule
- Maintenance of document distribution and controls system using Procore software.

Task 3 Field Services During Construction

The services under this task will be provided as follows:

Task 3.1 Resident Project Representative

The Resident Project Representative's duties and responsibilities shall include the following:

1. Oversee the construction contract.
2. Oversee specialty inspectors and project controls.
3. Serve as the principal point of contact with the City and Design-Builder for issues that require escalation. Assist in obtaining from the City's Water Treatment Plant staff additional details or information at the job site
4. Review and provide comments to pre-construction conference, progress meetings and other job conferences.
5. HAZEN will coordinate shop drawings, samples, and submittals review with the City within fourteen (14) calendar days of receipt. The review shall be for conformance with the design concept and compliance with the requirements of the Contract Documents.
6. HAZEN shall review the Design-Builder's construction baseline schedule and provide comments to the City within five (5) business days of receipt. HAZEN will review the Design-Builder's periodic schedule updates which are typically submitted with applications for payment. HAZEN will provide comments to the City regarding the updates or other submissions within three (3) business days of receipt in accordance with City's review of Design-Builder's payment applications.
7. HAZEN shall review the Design-Builder's schedule of values and provide comments to the City within five (5) business days of receipt.
8. HAZEN will assist in reviewing and responding within fourteen (14) calendar days of receipt to any Design-Builder requests for substitution of materials and equipment. HAZEN will review such requests and will advise the City as to the acceptability of any proposed substitutions.
9. HAZEN will review the Design-Builder's requests for information or clarification of the Contract Documents. HAZEN will coordinate and issue responses to the Design-Builder within five (5) business days of receipt.
10. Whenever the Design-Builder notifies the City of unforeseen subsurface or physical conditions at the site not contemplated in the Contract Documents, at City's request HAZEN will assist in preparing a response to the Design-Builder.

11. HAZEN will assist the City with the review and approval where appropriate of minor variations in the work that do not involve an adjustment in the Design-Builder's contract price nor additional time for construction. Such minor variations shall be consistent with the intent of the Contract Documents.
12. At the request of the City, HAZEN will review Design-Builder-requested changes to the Contract Documents. HAZEN will make recommendations to the City regarding the acceptability of the Design-Builder's request. HAZEN will review information submitted by the Design-Builder regarding the effect of proposed or issued Change Orders upon the construction schedule, critical path, duration, and completion date. HAZEN will advise the City as to the potential time and cost impacts of proposed or issued Change Orders. HAZEN will assist the City in discussions with the Design-Builder concerning the potential impact of proposed or issued Change Orders.
13. Review the Design-Builder's initial schedule of values for conformance with the Contract Documents and provide comments to Design-Builder and the City.
14. Based upon the Contract Documents and Project records, as well as observations at the site and evaluations of the data reflected in Design-Builder's monthly application for payment, render a recommendation to the City concerning the amount owed to the Design-Builder(s) and forward the Design-Builder's monthly application for such amount to the City. Such approval of the monthly application for payment shall constitute a representation by HAZEN to the City, based on observations and evaluations, that:
 - a. The work has progressed to the point indicated.
 - b. The work is in substantial accordance with the Contract Documents, subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation.
 - c. The Design-Builder is entitled to payment in the recommended amount.
15. HAZEN will advise the City on payment, partial release of retention, final payment, release of retention, and release of insurance and bonds. At this time, HAZEN shall attend a close-out meeting with City and submit any remaining and/or requested Project files.
16. Provide monthly updates to the City as to progress of construction, schedule deviations, change order requests, and issues of concern.
17. HAZEN shall not be responsible for the acts or omissions of the Design-Builder, any construction subcontractor or any other person (except HAZEN's own employees and agents) at the Project site.
18. In addition, the Resident Project Representative:
 - a. Shall not undertake any of the responsibilities of the Design-Builder or subcontractors.

- b. Shall not advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- c. Shall not advise on or issue directions about safety precautions and programs about the Design-Builder's Work.
- d. Shall not approve any interruptions or modification of the City's facilities without the approval of the City.

Task 3.2 Specialty Inspections

1. HAZEN shall furnish the services of Specialty Inspectors to conduct on-site observations of construction to assist in determining if construction is proceeding in substantial accordance with the specific discipline details of the Contract Documents, and that completed construction conforms to the Contract Documents. HAZEN will provide City with a written field report for every site visit.
2. Services will be provided on an as-needed basis and shall include periodic observation of process/mechanical, structural, architectural, electrical, instrumentation and HVAC items, including but not limited to the following:
 - a. Process/mechanical inspections by design engineers of complex unit process equipment installations
 - b. Structural inspection of water-bearing structures
 - c. Architectural inspection of buildings
 - d. HVAC installations
 - e. Electrical inspections of raceway installations, major electrical equipment installations, major cable installations, electrical testing and startup, and troubleshooting
 - f. Instrumentation inspections of field installations, factory testing, field testing, witnessing of loop testing, witnessing of functional testing and final acceptance testing

Task 3.3 Substantial and Final Completion Reviews

At substantial completion of the Work (or each component of the Work with a separate substantial completion date), HAZEN shall: (1) conduct inspection(s) to develop the "punchlist" and to determine if the Work is substantially complete; (2) if necessary, act as mediator between the City and Design-Builder to develop an agreed punch list; and (3) conduct a final inspection to determine if the completed Work (or component of the Work) is in compliance with the punch list, Design-Builder's "as-built" drawing markups, shop drawings and specifications. Within three (3) business days following such determination of compliance by the HAZEN, it shall recommend in writing final payment to the Design-Builder(s) on the Work (or component of the Work) and shall give written notice to the City and the Design-Builder(s) that the work is acceptable (subject to any conditions expressed in such recommendation). HAZEN shall also prepare or

assemble, as applicable, all necessary documents, including but not limited to, lien waivers, Design-Builder's final affidavit, close-out change order, and final payment application, warranty letters from Design-Builder, subcontractor and equipment suppliers, as applicable.

Task 3 Deliverables:

- Comments on minutes from Pre-construction Conference and construction progress meetings.
- Written review comments of Design-Builder's requests for information or clarification, contract change orders, substitutions, minor variations, baseline and schedule updates, proposed changes, schedule of values, permits, monthly pay applications, change log, City provided testing.
- Provide monthly presentations to the City as to the progress of construction.
- Attendance at specialty inspections, functional and performance testing, start-up, substantial and final completion walk throughs, close-out meeting.
- Daily field reports including all onsite visits and specialty inspections.
- Notice to City (24 hour) of any issues of noncompliance, potential changes and/or disputes.
- Substantial Completion and Final Inspection punch lists.
- Final completion certifications.

Task 4 – Additional Engineering Services

This Task is for Additional Engineering Services that could be required to perform additional work due to unforeseen assistance that City might request. Services provided under this Task shall be billed on an hourly basis up to the specified amount as authorized by the City, subject to the limits set in the agreement. Services performed under this Task must be initiated by an email authorization issued by the City.

Assumptions

The following assumptions were used to develop the scope and fee for this Work Authorization.

1. All deliverables will be electronic unless otherwise noted.
2. Level of effort is based on Design-Builder's Schedule with a 32-month duration from construction NTP to Project Completion. The effort for the Resident Project Representative is based for a part time (20 hours per week) inspection of the work for a period of 32 months and work during regular business hours, Monday through Friday, 8 am through 5 pm. If late hour or

weekend work is required, or additional inspection effort other than part time, effort for the additional time will be requested through Task 4 – Additional Engineering Services.

3. Independent materials testing, surveying or specialty testing not included in Task 3.2 (i.e. welding, compaction) is not included as part of Task 3.2 and can be provided as part of Task 4 - Additional Engineering Services.
4. Efforts for Operational Support Services and for assistance with project claims and disputes are not included in this proposal and can be requested as part of Task 4 – Additional Engineering Services.

Schedule

HAZEN will perform the services identified in this Work Authorization throughout the 32 months presented in the Design-Builder schedule.

Compensation

Compensation for Tasks 1 – 3 will be for a lump sum amount of \$976,920.00 as each task from 1 to 4 will be paid as a percent complete from its associated lump sum dollar amount regardless of number of hours or any other expenses incurred by HAZEN. In addition, a budget of \$15,000.00 is established for Task 4 for Hourly Not-to-Exceed Allowances. The total for this Work Authorization is a not-to-exceed of \$991,920.00.

Attachment A presents a detailed breakdown of the estimated hours and compensation for the Scope of Services. HAZEN will submit invoices based on percent complete activities for each lump sum task. The lump sum percent complete will be discussed with City during each monthly coordination meeting.

Task	Description	Method of Payment	Amount
1	Office Services During Construction	Lump Sum	\$169,840.00
2	Project Controls During Construction	Lump Sum	\$123,480.00
3	Field Services During Construction	Lump Sum	\$683,600.00
Lump Sum Subtotal			\$976,920.00
4	Additional Engineering Services (Contingency Allowance)	Hourly Not-to-Exceed	\$15,000.00
Hourly Not-to-Exceed Allowances Subtotal			\$15,000.00
Total Work Authorization No. 4			\$991,920.00

Authorization



Orlando J. Castro, PE
Associate Vice President
Hazen and Sawyer, P.C

ATTACHMENT A
CITY OF DELRAY BEACH
OWNER'S REPRESENTATIVE FOR DESIGN-BUILD CONSTRUCTION PROJECT FOR NEW WATER TREATMENT PLANT AND RELATED IMPROVEMENTS
WORK AUTHORIZATION NO. 4 - PROGRESSIVE DESIGN-BUILD PHASE 2 SUPPORT SERVICES

Labor Category			Vice President/ Associate Vice President		Senior Associate		Associate		Assistant Engineer		Construction Manager		Total Hours	Labor Cost
Labor Rate (/hr)			\$330		\$275		\$200		\$135		\$215			
Sub-Task No	Task Title	Hours												
1	Office Services During Construction	168	\$ 55,440	416	\$114,400.00	0	\$0.00	0	\$ -	0	\$0.00	584	\$ 169,840.00	
2	Project Controls During Construction	0	\$0.00	72	\$19,800.00	0	\$0.00	768	\$ 103,680.00	0	\$0.00	840	\$ 123,480.00	
3	Field Services During Construction	24	\$7,920.00	160	\$44,000.00	200	\$40,000.00	0	\$ -	2752	\$591,680.00	3136	\$ 683,600.00	
	Subtotal Costs Lump Sum	192	\$ 63,360	648	\$ 178,200	200	\$ 40,000	768	103680	2752	\$ 591,680	4560	\$ 976,920.00	
4	Additional Engineering Services (Contingency Allowance)												\$ 15,000.00	
	Subtotal Costs Allowances												\$ 15,000.00	
TOTAL COSTS													\$ 991,920.00	