

City of Delray Beach  
RFQ No. 2022-034/Project No. 20-019U

OWNER'S REPRESENTATIVE FOR DESIGN-BUILD CONSTRUCTION PROJECT  
FOR NEW WATER TREATMENT PLANT AND RELATED IMPROVEMENTS

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this 15<sup>th</sup> day of November, 2022, by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Hazen and Sawyer, P.C., a Florida corporation, (hereinafter referred to as "Consultant"), whose address is 2101 NW Corporate Blvd, Suite 301, Boca Raton, FL 33431.

WHEREAS, the City intends to develop the project described in the City's Request for Qualifications No. 2022-034, specifically construction of a new water treatment plant and related improvements (hereinafter referred to as the "Project"); and

WHEREAS, the City desires to retain the services of Consultant to serve as Owner's Representative to provide comprehensive services in the organization, coordination, management and administration required for all aspects of the Project, including, without limitation, planning, construction administration, and Project closeout in accordance with the City's Request for Qualifications No. 2022-034, and the Consultant's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter to set forth, the Consultant and the City agree as follows:

**ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2022-034 and the Consultant's response thereto, including all documentation required thereunder.

**ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES**

The Consultant shall perform those professional services identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit "A".

**ARTICLE 3. COMPENSATION**

The City shall pay to the Consultant, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit "B", according to the terms and specifications of the referenced solicitation.

**ARTICLE 4. MISCELLANEOUS PROVISIONS**

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered,

City of Delray Beach

RFQ No. 2022-034/Project No. 20-019U

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telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager
- ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Consultant: Hazen and Sawyer, P.C.  
2001 NW Corporate Blvd, Suite 301,  
Boca Raton, FL 33431  
Attn: Janeen Wietgreffe, PE, PMP, Vice President  
Email: [jwietgreffe@hazenandsawyer.com](mailto:jwietgreffe@hazenandsawyer.com)

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. LIMITATIONS ON LIABILITY.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES AGREEMENT.

ARTICLE 6. INDEMNIFICATION.

The Consultant shall indemnify and hold harmless the City and its officers, employees, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense where recoverable by law, which the City or its officers, employees, or instrumentalities incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, the performance of the agreement by the Consultant or its employees, agents, servants, partners, principals, or subcontractors. The Consultant shall pay all claims and losses in connection therewith. The Consultant expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the Consultant shall in no

OWNER'S REPRESENTATIVE FOR DESIGN-BUILD CONSTRUCTION PROJECT  
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way limit the responsibility to indemnify, keep and save harmless the City or its officers, employees, agents, and instrumentalities as herein provided.

ARTICLE 7. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

ARTICLE 8. E-VERIFY REQUIREMENTS

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 9. WARRANTIES

The Consultant, its employees, and subconsultants will exercise that degree of skill and care ordinarily exercised by members of the profession performing similar services in the geographical area where the services are being provided. No other warranty, express or implied, is extended, made or intended, with respect to providing any services under this Agreement.

ARTICLE 10. CORRECTING DEFECTS

The Consultant shall not be responsible for correcting defects as this responsibility will lie with the selected Design-Build Firm.

ARTICLE 11. ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.

City of Delray Beach  
RFQ No. 2022-034/Project No. 20-019U  
OWNER'S REPRESENTATIVE FOR DESIGN-BUILD CONSTRUCTION PROJECT  
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- b. Terms and Conditions of Request for Qualifications No. 2022-034.
- c. Contractor's response to Request for Qualifications No. 2022-034 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

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City of Delray Beach  
RFQ No. 2022-034/Project No. 20-019U  
OWNER'S REPRESENTATIVE FOR DESIGN-BUILD CONSTRUCTION PROJECT  
FOR NEW WATER TREATMENT PLANT AND RELATED IMPROVEMENTS

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]  
Shelly Petrolia, Mayor

ATTEST:

By: [Signature]  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Lynn Gelin, City Attorney



CONTRACTOR

By: [Signature]

Print Name: Janeen Wietgreffe

Title: Vice President

[Signature]  
Patricia Carney  
Vice President

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8<sup>th</sup> day of November, 2023 by Janeen Wietgreffe (name of person), as Vice President (type of authority) for Hazen and Sawyer (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



[Signature]  
Notary Public – State of Florida

City of Delray Beach  
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**EXHIBITS:**

- EXHIBIT A: SCOPE OF SERVICES AND DELIVERABLES**  
**EXHIBIT B: FEE SCHEDULE**



EXHIBIT "A"

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

**October 7, 2022**

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

**RFQ No. 2022-034**

**Scope of Services**

**Initial Owner's Representative Services for New Water Treatment Plant**

**Work Authorization No. 01**

## Project Understanding

The City of Delray Beach (City) owns and operates the existing water treatment plant (WTP) that was originally constructed in 1972 with subsequent expansion and improvement projects. The existing WTP has a rated treatment capacity of 26.0 million gallons per day (mgd) using lime softening treatment process followed by multimedia filtration. The raw water supply is comprised of 30 Surficial Aquifer System (SAS) wells and one (1) Floridan Aquifer System (FAS) well.

As part of this project, the City is pursuing the construction of a new WTP, installation of six SAS wells, rehabilitation of a portion of the existing SAS wells, and construction of a deep injection well with associated monitor well. The City intends to use a progressive design-build project delivery approach for the implementation of this project by contracting the services of a qualified Design-Build Team. The project is largely defined by the "Water Supply and Treatment Feasibility Study Update," dated January 2022 by Kimley Horn except that the City has decided to implement 100% membrane for treatment of surficial wells instead of a blend with existing lime softening.

The City selected Hazen and Sawyer (HAZEN) as the City'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. Engineering and owner's representative services will be authorized in multiple work authorizations through the completion of the project. The specific scope of services included in Work Authorization No. 1 are described herein.

## Scope of Services

### Task 1 Project Management

#### *Task 1.1 Monthly Status Reports*

A Status Report will be prepared and submitted within 15 days of the conclusion of each month. The Status Report will also be attached to the monthly invoice. The Status Report will provide the following information:

- Overall status of the task.
- Work performed during the month.
- Estimated completion of task and major subtasks.
- Current challenges/issues.



In addition to the Status Report, a Monthly Status Meeting between CITY and HAZEN Project Manager will be held to discuss the status of all subtasks for this Work Authorization. It is anticipated that this work authorization will be completed within nine (9) months.

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

- Monitor the status of budget.
- Coordinate the activities of the responsible party for each task.
- Monitor project schedules and task completion with respect to deadlines and budgets.

*Deliverables (issued via electronic delivery in .pdf format):*

- Monthly status report and meeting minutes.

## **Task 2 Water Treatment Plant Concept Validation**

### *Task 2.1 Validation*

As part of this task, HAZEN shall review the following documents provided by the CITY:

1. Water Supply and Treatment Feasibility Study Update completed in 2022 and prepared by Kimley Horn.
2. South Florida Water Management District Water Use Permit

Upon completion of the review of the above referenced documents, HAZEN will prepare a technical memorandum (TM) summarizing the following:

1. Documentation of the City selected approach of 100% nanofiltration treatment as the best available treatment for the City.
2. Estimated population projections as outlined in the 2022 Study
3. Estimated finished water average and maximum day demands in million gallons per day (mgd) per the 2022 Study
4. Consultant will provide updated maximum and average raw water demands in mgd. Consultant will provide a summary of demands versus available raw water supply and potentially available alternatives for future additional raw supply (as needed).
5. Brief discussion of water quality regulations and the potential impacts in treatment requirements and selection of treatment processes to meet future regulatory standards. Summary of recommended treatment capacity phasing.

6. Brief overview of the considerations for future expansion and connection to additional membrane (reverse osmosis and/or nanofiltration) treatment.
7. Brief overview of the major constraints related to the maintenance of plant operations (MOPO) during the construction of the nanofiltration WTP and near-term operation of the WTP. It is assumed that the lime softening plant will remain online throughout construction and initial operation but will be phased out by the CITY following completion of the project.

The TM assumes that the new WTP will be sized for an initial phase treatment capacity that utilizes the full permitted amount of surficial aquifer supply presently but allows for connection to a future membrane facility that will house future reverse osmosis skids for the Floridan Aquifer and/or additional nanofiltration skids for the surficial aquifer (should additional surficial aquifer become available). This new WTP project serves as the first phase of a multi-phased water treatment project to position the CITY to operate a reliable water treatment system that can meet the estimated water demands through buildout.

HAZEN will deliver the TM electronically to the CITY. The CITY will review the TM and provide comments within seven days of receipt of the TM. HAZEN will host a review workshop to discuss the information presented in the TM as well as CITY comments. HAZEN will review the TM to incorporate CITY comments and/or decisions made during the review workshop (as needed). HAZEN will issue the final version of the TM to the CITY.

*Deliverables (issued via electronic delivery in .pdf format):*

- Validation TM – Draft
- Review workshop minutes
- Validation TM – Final

## *Task 2.2      Project Cost and Schedule Updates*

HAZEN shall review the construction estimate prepared as part of the 2022 Study and update the costs based on the results of Task 2.1. Hazen will prepare a Conceptual Level Basis of Estimate (BOE) Report. The BOE will consist of the following:

- Summary of the estimate prepared as part of the 2022 Study
- Review of scope changes to the project since last estimate
- Updated construction estimate based on the scope revisions and escalation factors
- Description of the major assumptions and sources included in the estimate
- Description of excluded items and percentages used.

The conceptual level design-build cost estimate will be prepared in accordance with AACE Class 4. A project schedule will also be prepared documenting the life of the project from procurement through



construction and start up. Following CITY review, HAZEN will finalize the conceptual level construction cost estimate and project schedule.

*Deliverables (issued via electronic delivery in .pdf format):*

- Construction Cost Estimate (AACE Class 4)
- Construction Schedule

### **Task 3 Design-Build Procurement Services**

The work proposed in this task will evaluate the various project delivery methods and document the City-selected approach, assist with the preparation of a Request for Qualifications (RFQ) or Request for Proposal (RFP) for the selected delivery approach and assist in the procurement of the design-build firm.

#### *Task 3.1 Project Delivery Evaluation and Validation*

The CITY has selected the use of an alternative delivery method for the implementation of the City's new water treatment plant and associated support systems. As part of this task, HAZEN will present the potential project delivery methods available for the implementation of the proposed project. As part of this task, Hazen will lead a workshop-type meeting with the CITY to:

- Define project objective and priorities
- Define the advantages and disadvantages of the available project delivery methods. The advantages and disadvantages of the delivery methods will consider impacts on project implementation schedule as well as construction costs.
- Discuss, validate, and document the CITY's consensus for the project delivery method that best suits the City's project goals and objectives.

Decisions made during this workshop will be documented in meeting minutes and provided to the CITY. Following this meeting, HAZEN will prepare a draft presentation to the CITY Commissioners. HAZEN will review this draft presentation with the CITY in one virtual meeting. HAZEN will revise/update the presentation and submit the final version of the presentation to the CITY.

HAZEN will present the results of this workshop and the CITY-selected project delivery method to the CITY Commission.

*Deliverables (issued via electronic delivery in .pdf format):*

- Workshop Presentation, Agenda and Meeting Minutes of Project Delivery Workshop
- Draft Presentation for Project Delivery Workshop with CITY Commissioners
- Final Presentation for Project Delivery Workshop with CITY Commissioners

### *Task 3.2 Design-Build Request for Proposal Development*

HAZEN will develop a RFQ or RFP for the project. HAZEN will work with CITY staff to develop the evaluation criteria. Evaluation criteria will be based on a on either a Qualification-Based Selection (for RFQ) or a Best-Value Selection (for RFP) evaluating technical, non-technical and price parameters.

In addition, HAZEN will assist the CITY with the review of existing CITY design-build procurement and contract agreements. HAZEN will provide edits and comments on these documents for the CITY's review and consideration. This effort accounts for two (2) rounds of reviews.

*Deliverables (issued via electronic delivery in .pdf format):*

- RFP or RFQ Documents for inclusion in the solicitation
- Revisions and comments to the CITY's Design-Build procurement and contract documents

### *Task 3.3 Design-Build Procurement Assistance*

HAZEN will review and evaluate each proposal submitted to ensure compliance with the RFQ or RFQ document. HAZEN will perform the following:

- Attend pre-bid meeting with prospective bidders, prepare technical portion of meeting agenda.
- Prepare responses to inquiries (RFIs) during the proposal period and prepare addenda (assuming up to 30 RFIs and five addenda)
- Evaluation of the technical aspects of the design-build proposals (assuming up to five proposals are received).
- Provide input on the proposals relative to compliance with the RFQ or RFP documents.
- Provide guidance and expertise with negotiating the final contract terms and first work authorization.
- Review terms for incentive/award fee and contingency budget development and incorporate payment terms into the RFP (if applicable).

*Deliverables (issued via electronic delivery in .pdf format):*

- Pre-bid conference technical agenda.
- Responses to questions from prospective bidders, supporting documents, and addenda for CITY distribution for up to five (5) addenda.
- Tabulated summary and evaluation of the proposals relative to compliance with the RFP documents



## **Task 4 Funding and Grant Assistance**

HAZEN will host an online meeting to review the potential funding and grants that may be available to the CITY for construction of the new WTP. HAZEN will provide meeting minutes following the meeting summarizing key elements/discussions during the meeting.

If the CITY selects funding opportunities and requests the assistance of HAZEN for these efforts, the scope and compensation for these services will be provided in a separate work authorization.

## **Task 5 Project Controls and Reporting**

### *Subtask 5.1 – Implement Project Management Information System (PMIS)*

The new WTP project will generate various plans, schedules, estimates, reports, photographs, forecasts, and technical data which will need to be shared among various stakeholders through a project web site. This information will also be available in various levels of detail to the public, city officials or the project participants as directed by the CITY.

The project control system will provide web-based reporting and document controls. The system will be SharePoint based for ease of transfer of data among multiple entities. Minimum functionality of the project control system shall include the following:

- Quarterly project reports prepared by HAZEN.
- A copy of all deliverables prepared by HAZEN or the design-builder.
- Maintain status logs of project and project documents such as design-builder Requests for Information, submittals, pay applications, substitution requests, etc.

The proposed PMIS will be presented to the CITY for endorsement. HAZEN will review the CITY comments and prepare the final PMIS based on these comments. The efforts associated with this task include the development of the PMIS and its initial implementation.

### *Subtask 5.2 – Project Status Reports and Materials*

HAZEN will prepare and submit to CITY a Quarterly Project Status Report that includes accomplishments during the current reporting period, upcoming activities for the next reporting period, tracking of issues and action items, and any other related information. HAZEN will prepare meeting materials for a Quarterly Progress Update with City management. HAZEN will prepare agenda, design figures, and/or presentation format for use or distribution in the meeting.

CITY will review the proposed format for materials and project status details. HAZEN will update the materials prior to the first meeting and then continue that format throughout the project.

The efforts associated with this task include the document management and reporting for tasks associated with this work authorization.

*Deliverables (issued via electronic delivery in .pdf format):*

- Meeting Agendas
- Meeting presentations
- Quarterly Project Status Reports

## **Task 6 – Additional Engineering Services**

Task 6 are 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.

Additional Engineering Service may include, but not be limited to, permitting assistance, grant application preparation, peer review of injection well permitting application, assistance in preparing or reviewing documents, presentations, or related items.

## **Assumptions**

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

1. The City is preparing for this project to be advertised as a Progressive Design-Build. This scope of work and the associated fee estimate is based on that assumption.
2. The selected WTP technology is based on studies previously performed by Kimley-Horn. No additional treatment evaluations will be conducted under this work authorization, unless specifically noted in this Work Authorization.
3. All deliverables will be electronic unless otherwise noted.
4. It is assumed that the CITY will email review comments for all deliverables within seven (7) calendar days (one week) following electronic delivery.
5. Materials and/or water quality testing are not included in this Work Authorization.
6. Permitting services are not included in this Work Authorization.
7. Environmental Site Assessments for the new water treatment plant are not included in this Work Authorization.
8. HAZEN is not responsible for environmental mitigation or other such related services, if necessary for this project.
9. It is assumed that the CITY maintains adequate finished water storage throughout the distribution system. An analysis of fire flow demand and/or finished water storage requirements is not included in this Work Authorization.



10. Services related to rehabilitation of the existing lime softening plant are not included in this Work Authorization.
11. It is assumed that the CITY will complete this project using the progressive design-build project delivery approach which will not require development of a Design-Build Criteria (DBC) Package by HAZEN. If the project delivery method evaluation results in a different project delivery method, associated HAZEN engineering services, such as the development of a DBC package, will be presented under a separate work authorization.
12. It is assumed that potential Design-Builder protests or disputes are not included within this effort. If protests or disputes result, HAZEN will be compensated under separate work authorization.
13. The engineering opinion of probable construction cost (OPCC) estimate to be developed under this Work Authorization is identified in accordance with the cost estimate classes as defined by the Association of Advance Cost Engineering (AACE) International. It is understood by the industry that HAZEN has no control over costs of labor, materials, competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the probable cost of the construction, all of which are, and will unavoidably, remain in a state of variability, especially in light of the current high volatility of the market beyond the control of HAZEN. CITY further acknowledges that this is a "snapshot in time" and that the reliability of this engineering opinion of probable construction cost will inherently decline over time.
14. Standard Sheet Size: electronic 22 x 34; hard copy 11 x 17.
15. It is assumed that the CITY has a plan for disposal of concentrate during mechanical integrity testing of the well and that services related to that backup disposal method are not included in this work authorization.

## Schedule

HAZEN will perform the services identified in this Work Authorization within 270 calendar days of the written notice to Proceed. A proposed project schedule is included in Attachment B. A specific project schedule will be provided upon notice to proceed.

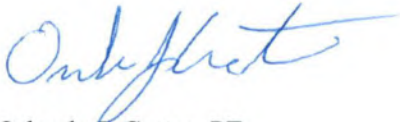
## Compensation

Compensation for Tasks 1 – 5 will be for a lump sum amount of \$226,963.00. In addition, a budget of \$25,000.00 is established for Task 6 – Additional Engineering Services (Contingency Allowance). The total for this Work Authorization is a not-to-exceed of \$251,963.00.

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	Project Management	Lump Sum	\$30,744.00
2	Water Treatment Plant Concept Validation	Lump Sum	\$78,208.00
3	Design-Build Procurement Services	Lump Sum	\$84,007.00
4	Funding and Grant Assistance	Lump Sum	\$6,732.00
5	Project Controls and Reporting	Lump Sum	\$27,272.00
<b>Lump Sum Subtotal</b>			<b>\$226,963.00</b>
6	Additional Engineering Services (Contingency Allowance)	Allowance	\$25,000
<b>Allowances Subtotal</b>			<b>\$25,000.00</b>
<b>Total Work Authorization No. 1</b>			<b>\$251,963.00</b>

## Authorization



Orlando J. Castro, PE  
Associate Vice President



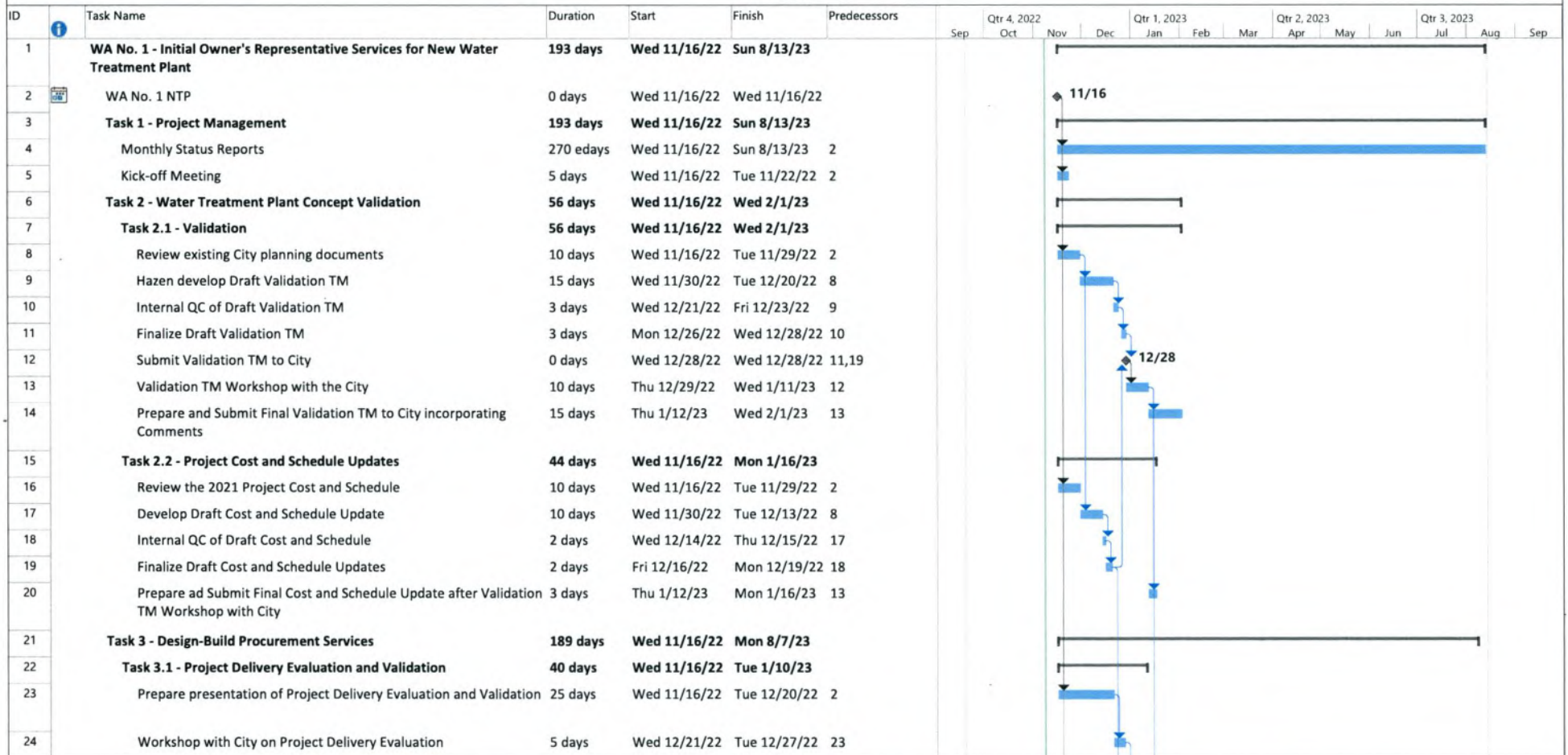
# Attachment A: Engineering Services Labor and Expense

**CITY OF DELRAY BEACH**  
**OWNER'S REPRESENTATIVE FOR DESIGN-BUILD CONSTRUCTION PROJECT FOR NEW WATER TREATMENT PLANT AND RELATED IMPROVEMENTS**  
**WORK AUTHORIZATION NO. 1 - INITIAL OWNER'S REPRESENTATIVE SERVICES FOR NEW WATER TREATMENT PLANT**

Labor Category		Vice President/ Associate Vice President/ Senior Consultant	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Lead CADD Designer	CADD/GIS Designer	Administrative Assistant	Total Hours	Labor Cost
Labor Rate (/hr)		\$279	\$250	\$200	\$190	\$141	\$120	\$165	\$115	\$75		
Sub-Task No	Task Title	Hours									Total Hours	Labor Cost
1	Project Management	36	72	0	0	0	0	0	0	36		
2	Water Treatment Plant Concept Validation	32	104	0	200	0	0	8	24	16	384	\$ 78,208.00
3	Design-Build Procurement Services	113	48	80	0	80	80	0	0	48	449	\$ 84,007.00
4	Funding and Grant Assistance	12	0	0	0	24	0	0	0	0	36	\$ 6,732.00
5	Project Controls and Reporting	48	44	0	0	0	24	0	0	0	116	\$ 27,272.00
	Sub-total Costs Lump Sum	241	268	80	200	104	104	8	24	100	1694	\$ 226,963.00
6	Additional Engineering Services (Contingency Allowance)											\$ 25,000.00
	Sub-total Costs Allowances											\$ 25,000.00
<b>TOTAL COSTS</b>												<b>\$ 251,963.00</b>

## Attachment B: Proposed Project Schedule

**City of Delray Beach**  
**Work Authorization No. 1 - Initial Owner's Representative Services**  
**Schedule**

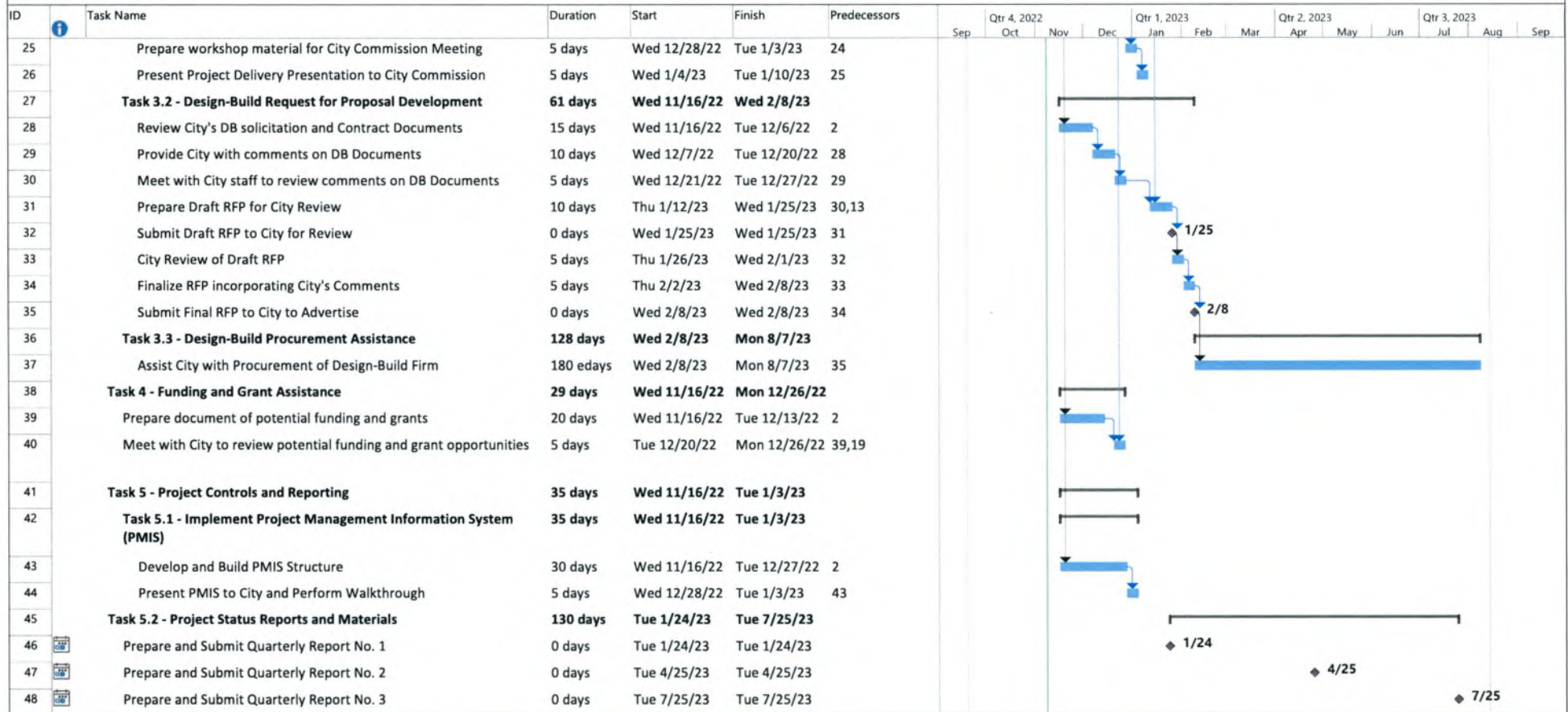


Project: WA No. 1 - Initial Owne  
Date: Tue 11/8/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



**City of Delray Beach**  
**Work Authorization No. 1 - Initial Owner's Representative Services**  
**Schedule**



Project: WA No. 1 - Initial Owne  
Date: Tue 11/8/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

# Exhibit "B"

Work Authorization No.: 1  
Hazen and Sawyer, P.C.

**CITY OF DELRAY BEACH  
OWNER'S REPRESENTATIVE FOR DESIGN-BUILD CONSTRUCTION PROJECT FOR NEW WATER TREATMENT PLANT AND RELATED IMPROVEMENTS  
WORK AUTHORIZATION NO. 1 - INITIAL OWNER'S REPRESENTATIVE SERVICES FOR NEW WATER TREATMENT PLANT**

Labor Category		Vice President/ Associate Vice President/ Senior Consultant	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Lead CADD Designer	CADD/GIS Designer	Administrative Assistant	Total Hours	Labor Cost
Labor Rate (/hr)		\$279	\$250	\$200	\$190	\$141	\$120	\$165	\$115	\$75		
Sub-Task No	Task Title	Hours									Total Hours	Labor Cost
1	Project Management	36	72	0	0	0	0	0	0	36		
2	Water Treatment Plant Concept Validation	32	104	0	200	0	0	8	24	16	384	\$ 30,744.00
3	Design-Build Procurement Services	113	48	80	0	80	80	0	0	48	449	\$ 78,208.00
4	Funding and Grant Assistance	12	0	0	0	24	0	0	0	0	36	\$ 6,732.00
5	Project Controls and Reporting	48	44	0	0	0	24	0	0	0	116	\$ 27,272.00
Sub-total Costs Lump Sum		241	268	80	200	104	104	8	24	100	1694	\$ 226,963.00
6	Additional Engineering Services (Contingency Allowance)											\$ 25,000.00
Sub-total Costs Allowances												\$ 25,000.00
TOTAL COSTS												\$ 251,963.00

RESOLUTION NO. 189-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN & SAWYER, P.C, TO ACT AS OWNER'S REPRESENTATIVE FOR PROGRESSIVE DESIGN BUILD OF NEW WATER TREATMENT PLANT AND RELATED IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the City requires an Owner's Representative for the progressive design-build of a new water treatment plant and related improvements; and

WHEREAS, pursuant to RFQ 2022-034, the City desires to enter into a Professional Services agreement with Hazen & Sawyer, P.C., 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 has reviewed and hereby approves this Agreement between the City and Hazen & Sawyer, P.C.. which is attached to this Resolution as Exhibit "A".

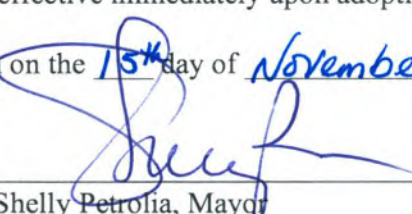
Section 3. The City Commission authorizes the City Manager to execute any amendments and to take any and all actions necessary to effectuate this Agreement.

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

PASSED AND ADOPTED in regular session on the 15<sup>th</sup> day of November, 2022.

ATTEST:

  
Katerri Johnson, City Clerk

  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

  
Lynn Gehr, City Attorney



## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Owner's Representative for Water Treatment Plant

Department: Utilities

Contact person: Casetra Thompson

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #: 189-22

Agreement Action:

New ☒

Renewal\* ☐

Amendment\* ☐

\*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)	Art. 7: Effective Date through completion of work
Termination Clause	RFQ: 8.28: for convenience, 8.29: for default, 8.30: fraud and misrepresentation
Renewal Clause	n/a
Insurance	City standard
Indemnification	Other
Assignment	RFQ: 8.22: not without prior consent
Fiscal Funding Requirement	RFQ: 8.66
FL. Public Records Provision (2016)	RFQ 8.50
Inspector General Provision	RFQ 8.32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	RFQ 8.42
E-verify	Article 8

### Business Principles:

### Comments

Fees: Total Value	\$251,963.00 (Work Authorization No. 01)
Fees: Per Fiscal Year	

### Other Issues:

### Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only