





**WATER TREATMENT PLANT NO. 8 MEMBRANE EXPANSION  
PROGRESSIVE DESIGN-BUILD AGREEMENT (PBCWUD PROJECT NO. 25-034)**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”) by and between Palm Beach County, Florida, a political subdivision of the state of Florida, hereinafter referred to as the “County” or “Owner”, and Kiewit Water Facilities Florida Co., a Delaware Corporation authorized to do business in the State of Florida, hereinafter referred to as “Design-Builder”, whose Federal I.D. is#83-1927102.

**WITNESSETH**

**WHEREAS**, the County recently solicited proposals for design-build services in relation to the WATER TREATMENT PLANT NO. 8 MEMBRANE EXPANSION PROGRESSIVE DESIGN-BUILD Project (PBCWUD Project No 25-034) (“Project”); and

**WHEREAS**, Design-Builder submitted a proposal to design and construct the Project and was selected to receive the award of the Project;

**WHEREAS**, Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement; and

**WHEREAS**, County and Design-Builder wish to enter into this Agreement to set forth the terms, conditions, and requirements of Design-Builder’s design and construction services in completing the Project.

**NOW THEREFORE**, In consideration of the mutual covenants and obligations contained herein, County and Design-Builder now agree as follows:

**Article 1.0 Scope of Work for Phase 1 and Phase 2 Services**

- 1.1 Phased Delivery.** County and Design-Builder will implement the Project on a phased basis.
- 1.2 Phase 1 Services.** County has selected Design-Builder on the basis of Design-Builder’s proposal for the performance of design, pricing, and other services for the Project during Phase 1. Design-Builder shall perform such services to the level of completion required for Design-Builder and County to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an “Open-Book” basis. Design-Builder’s Compensation for Phase 1 Services is set forth in Section 1, *Phase 1*, of Attachment B, *Compensation*. The level of completion required for Phase 1 Services is defined in Section 1 of Attachment A, *Scope of Design-Builder’s Services* (either as a percentage of design completion or by defined deliverables).
- 1.3 Phase 2 Services.** Design-Builder’s Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in Attachment A, *Scope of Design-Builder’s Services*. Upon receipt of Design-Builder’s proposed Contract Price for Phase 2, County may (a) accept the Contract Price and issue a Notice to Proceed with Phase 2 services, or (b) enter into a negotiation with Design-Builder on the scope and Contract Price, and, if required, on the schedule, for Phase 2 services to achieve a mutually acceptable basis on which to proceed, or (c) reject Design-Builder’s proposal for Phase 2 and either (i) cancel the Project, (ii) proceed

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with another Design-Builder, or (iii) exercise the “off-ramp” final design provisions of Section 1.4, *Off-Ramp*. The Contract Price for Phase 2 Services will be as set forth in Section 2, *Phase 2*, of Attachment B, *Compensation*, when mutually agreed between the parties, and this Agreement shall be amended to add the agreed-upon Contract Price for Phase 2 Services in Attachment B, *Compensation*. Once the parties have agreed upon the Contract Price and County has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 services, all as further described in Attachment A, *Scope of Design-Builder's Services*, as it may be revised.

#### **1.4 Off-Ramp**

**1.4.1** The parties acknowledge that County’s ability to successfully complete the Project may be significantly impacted if County elects to terminate Design-Builder’s services at the end of Phase 1, rather than proceeding to Phase 2 under Section 1.3 (“Phase 2 Services”) and certain design subconsultants are not available to continue working on the Project. Consequently, Design-Builder hereby agrees that if County terminates Design-Builder for any reason, County shall have the right to contract directly with such design subconsultants for design-related services on this Project, and Design-Builder shall take such steps as are reasonably necessary to enable County to implement such relationship. Design-Builder shall provide in any design subconsultancy agreements that County shall have the right to negotiate directly with such design subconsultants for the continuation of their services with respect to the Project, and that any provisions with respect to copyright or the ownership of instruments of service confirm such right of County.

**1.4.2** If the parties are unable to reach an agreement on Design-Builder’s proposed Contract Price for Phase 2 under Section 1.3 within the time limit for acceptance specified in the Proposal, as may be extended by the mutual agreement of the parties, then the proposed Contract Price shall be deemed withdrawn and of no effect. In such event, County and Design-Builder shall meet and confer as to how the Project will proceed, with County having the following options:

- .1 County may declare Phase 1 Services completed and authorize Design-Builder to continue to advance the final design of the Project as an extension of Phase 1 or as an Additional Service, as applicable; or
- .2 County may terminate the relationship with Design-Builder and proceed to exercise its available options to perform the final design and construction with parties other than Design-Builder.

**1.4.3** If County fails to exercise either of its options under Section 1.4.2 in a reasonable period of time, Design-Builder may give written notice to County that it considers this Agreement completed. If County fails to exercise either of the options under Section 1.4.2 within ten (10) days of receipt of Design-Builder’s notice, then this Agreement shall be deemed completed.

**1.4.4** If County terminates the relationship with Design-Builder under Section 1.4.2.2, or if this Agreement is deemed completed under Section 1.4.3, then Design-Builder shall have no further liability or obligations to County under this Agreement

**1.5 Completion.** Once Design-Builder has received a Notice to Proceed with Phase 2, Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, labor, manuals, start-up, commissioning and testing services for the Project necessary to complete the Work described in and reasonably inferable from the Contract Documents, including Section 2 of Attachment A (*Scope of Design-Builder’s Services*). A requirement of Substantial Completion of the Work is that Design-Builder shall conduct performance tests to demonstrate that the Facility Performance Criteria have been met.

#### **Article 2.0 Contract Documents**

**2.1 Contract Documents.** The Contract Documents are comprised of the following:

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- 2.1.1 All written modifications, amendments and change orders to this Agreement issued in accordance with Attachment D, General Conditions;
- 2.1.2 Written Special Conditions, if any, to the General Conditions;
- 2.1.3 Written Supplementary Conditions, if any, to the General Conditions;
- 2.1.4 The General Conditions set forth as Attachment D to this Agreement;
- 2.1.5 This Agreement, excluding all exhibits and attachments;
- 2.1.6 Technical Specifications and Drawings
- 2.1.7 The following other documents attached hereto:
- *Attachment A – Scope of Design-Builder’s Services*
  - *Attachment B – Compensation*
  - *Attachment C – Schedule*
  - *Attachment E – Public Construction Bond*
  - *Attachment F – Form of Guarantee*
  - *Attachment G – OSBD Schedule 1 and Schedule 2*
  - *Attachment I – Engineering and Construction Hourly Labor Rates*
  - *Attachment J – Not Used. Reserved for Phase 2*
  - *Attachment K – Miscellaneous Documents / Forms*

**Article 3.0 Interpretation and Intent**

- 3.1 **Contract Documents.** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Phase 1 Compensation and the agreed Contract Price for Phase 2 Services. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. In case of discrepancy among technical specifications, drawings, and plans, the most restrictive requirements shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract Documents.
- 3.2 **Meanings.** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in Attachment D, - *General Conditions*.
- 3.3 **Entire Agreement.** The Contract Documents form the entire agreement between County and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein in their entirety. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

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## Article 4.0 Ownership of Work Product

- 4.1 County's Limited License upon Payment in Full.** Upon County's payment in full for the Work performed in Phase 1 under the Contract Documents, Design-Builder shall be deemed to have conveyed to County all drawings, Specifications and other documents and electronic data furnished by the Design-Builder to County under this Agreement (the "Work Product") developed by Design-Builder for County's use in the design, construction, occupancy and maintenance of the Project. Design-Builder shall require a similar provision conveying to County their respective Phase 1 design Work Product from each of Design-Builder's design subconsultants. The conveyance of such Work Product shall not include any patent, trade secret, or other intellectual property owned by Design-Builder or its respective subconsultants prior to undertaking the Work hereunder, but Design-Builder and its subconsultants shall grant County a nonexclusive license to use such intellectual property included in the Work Product for County's design, construction, occupation, operation, maintenance and repair of the Project, but not for use on any other project or facility without Design-Builder's (or its subconsultant's) express written consent. Design-Builder shall include provisions in each of its subconsultants agreements reflecting the conveyance and license provided above.
- 4.2 County's Limited License upon County's Termination for Convenience or Design-Builder's Election to Terminate.** If (i) County terminates the Project for its convenience as set forth in GC 62 or GC 63; (ii) Design-Builder elects to terminate this Agreement in accordance with GC 64; or (iii) County elects the "off ramp" option provided in Section 1.4 of this Agreement, Design-Builder shall, upon County's payment in full of the amounts due Design-Builder under the Contract Documents, be deemed to have granted County a limited license to use the Work Product to complete the Project and subsequently use and occupy the Project, conditioned on the following:
- 4.2.1** Use of the Work Product is at County's sole risk without liability or legal exposure to Design-Builder or anyone working for or through Design-Builder, including Design Consultants of any tier (collectively the "Released Parties").
- 4.2.2** If County elects the "off ramp" option provided in Section 1.4 of this Agreement and retains any of the Design-Builder's design subconsultants, then the risk, liability and legal exposure with respect to Work Product shall be as set forth in the agreement or agreements between County and such design subconsultant or subconsultants.
- 4.3 County's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to GC 62 and (i) it is determined that Design-Builder was in default, and (ii) County has fully satisfied all of its obligations under the Contract Documents, then Design-Builder shall grant County a limited license to use the Work Product in connection with County's completion, use and occupancy of the Project. This limited license is conditioned on County's express understanding that its use of the Work Product is at County's sole risk and without liability or legal exposure to any Released Party.
- 4.4 County's Release for Use of Work Product.** County recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if County uses the Work product under Sections 4.3 or 4.4 in whole or in part, County releases the Released Parties from any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from County's use of the Work product.

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**Article 5.0 Contract Time**

**5.1 Dates of Commencement.**

**5.1.1** Design-Builder's Phase 1 Services shall commence within ten (10) days of Design-Builder's receipt of County's Phase 1 Notice to Proceed unless the parties mutually agree otherwise in writing. Design-Builder shall complete the Phase 1 Services in accordance with Attachment A, *Scope of Design-Builder's Services* and Attachment C, *Schedule*.

**5.1.2** The Phase 2 Services shall commence on the date within ten (10) days of Design-Builder's receipt of County's Phase 2 Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion**

**5.2.1** Substantial Completion of the Work shall be achieved in accordance with Attachment C, *Schedule*, and Attachment D, *General Conditions*.

**5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved in accordance with Attachment C, *Schedule* ("Scheduled Substantial Completion Date"), and Attachment D, *General Conditions*.

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved Services in accordance with Attachment C, *Schedule* ("Scheduled Final Completion Date"), and Attachment D, *General Conditions*.

**5.2.4** All of the dates set forth in this Article 5.0 shall be subject to adjustment in accordance with the General Conditions.

**5.3 Time is of the Essence.** County and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. County agrees to provide all site access, materials, information, data, and approvals required under the Contract Documents in a timely manner, as required for Design-Builder to achieve the interim milestones of the Schedule and the Scheduled Substantial Completion Date and Scheduled Final Completion Date.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not achieved by the Scheduled Substantial Completion Date (as it may be extended hereunder), County will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not achieved in accordance with Attachment C, *Schedule* Design-Builder shall pay County To Be Determined as liquidated damages for each calendar day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. Design-Builder agrees that if Final Completion is not achieved by the Scheduled Final Completion Date, Design-Builder shall pay County To Be Determined as liquidated damages for each day that Final Completion extends beyond the Scheduled Final Completion Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by County which are occasioned by any delay in achieving Substantial Completion or Final Completion.

**Article 6.0 Compensation and Contract Price**

**6.1 Phase 1 Compensation.** For the Phase 1 Services, County shall pay Design-Builder compensation in accordance with Section 1, *Phase 1*, of Attachment B, *Compensation*.

**6.2 Phase 2 Contract Price.** For the Phase 2 Services, County shall pay Design-Builder in accordance with Section 2, *Phase 2*, of Attachment B, *Compensation*, an agreed Contract Price, subject to adjustments made in accordance with the General Conditions and Article 7.

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**Article 7.0 Guaranteed Maximum Price** [This Article 7 acts as a placeholder and will be completed as part of the amendment to add the GMP for Phase 2 Services].

7.1 Design-Builder guarantees that it shall not exceed the GMP of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

7.2 Contingency.

7.2.1 Design-Builder Contingency. The GMP includes a Design-Builder Contingency in the amount of \_\_\_\_\_ (to be established at time of GMP) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) Not Used; (c) escalation of materials; (d) omissions, however caused; (e) Subcontractor defaults; or (f) those events under Article 11.10 and Section 82 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Design-Builder Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by amended to add the agreed-upon Contract Price for Phase 2 Services of the General Conditions of Contract an accounting of the Design-Builder Contingency, including all reasonably foreseen uses or potential uses of the Design Builder Contingency. Design-Builder agrees that with respect to any expenditure from the Design Builder Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.2.2 Owner Contingency. The GMP includes an Owner Contingency in the amount of \_\_\_\_\_ (to be established at time of GMP) \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) which is available for Owner's exclusive use for unanticipated costs that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) specific Owner allowances, (b) Owner request(s) to accelerate, and (c) reasonable scope gaps as adjudicated reasonable by the Owner. The Owner Contingency is not available to Design-Builder for any reason without prior approval by the Owner. The Design-Builder will be required to furnish documentation justifying the use of the Owner Contingency and provide documentation evidencing proposed expenditures to be charged to the Owner Contingency prior to approval and the release of funds by the Owner. Proper Documentation for use of the Owner Contingency shall be determined by the Owner. Owner shall provide Design-Builder notice of all anticipated charges against the Owner Contingency.

7.3 Savings.

7.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall remain with the County.

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**Article 8.0 Procedure for Payment**

**8.1 Payment for Phase 1 Services**

**8.1.1** County shall compensate Design-Builder for professional services on a computation of time charges plus "out-of-pocket" expenses, not-to exceed amount pursuant to Attachment B, *Compensation*, to this Agreement. County shall compensate Design-Builder for construction services in accordance with GC- 54. County shall compensate the Design-Builder monthly for Phase 1 Services performed under the Agreement on the following basis:

A. The total amount to be paid by the County under this Agreement for all Phase 1 Services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Sixteen Million Eight Hundred Ninety-Two Thousand Twenty-Three Dollars and Forty-Five Cents (**\$16,892,023.45**). The Design-Builder shall notify the County's representative in writing when 90% of the "not to exceed amount" has been reached. The Design-Builder will bill the County on a monthly basis, or as otherwise provided, at the amounts set forth in Attachment B for Phase 1 Services rendered toward the completion of the Scope of Work. The cost of work, fee and profit shall be in accordance with the Pricing Guidance set forth in *Attachment J*. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. Invoices received from the Design-Builder for Phase 1 Services pursuant to Attachment B, *Compensation* to this Agreement will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County representative's approval, but no later than required under Florida's Local Government Prompt Payment Act, Section 218.70 *et seq.*, Florida Statutes.

C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Three Hundred Eighty-One Thousand Eight Hundred Seventy-Seven Dollars and Ninety-two Zero Cents (**\$381,877.92**), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Attachment B, *Compensation*. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Phase 1 Services described in this Agreement. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Payments made for construction services performed in the execution of Phase 1 Services shall be made in accordance with the applicable provisions of Florida Statute 218.70 *et seq.*, the Local Government Prompt Payment Act and GC 54.

E. **Final Invoice:** In order for both parties herein to close their books and records, the Design-Builder will clearly state "final invoice" on the Design-Builder's final/last billing to the County for Phase 1 Services. This shall constitute Design-Builder's certification that all Phase 1 services have been properly performed and all charges and costs have been invoiced to County. Any other charges for Phase 1 Services not properly included on this

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final invoice are waived by the Design-Builder.

F. In order to do business with Palm Beach County, Design-Builder is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Design-Builder intends to use sub-consultants, Design-Builder must also ensure that all sub-consultants are registered as consultants in VSS. All sub-consultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize a contract award until the County has verified that the Design-Builder and all of its sub-consultants are registered in VSS.

## **8.2 Progress Payments for Phase 2 Services**

Payment for Phase 2 Services shall be in accordance with GC 54 or as otherwise agreed to by the Parties in the amendment to add the GMP for Phase 2 Services.

## **Article 9.0 Indemnity, Insurance and Bonds**

**9.1 Indemnity.** The indemnification provisions set forth in GC 37 are applicable during the Term of this Agreement, and shall survive the termination or expiration of this Agreement.

**9.2 Insurance.** Insurance obligations shall be as set forth in GC 18 are applicable during the Term of this Agreement.

**9.3 Bonds and Other Performance Security.** Prior to the Notice to Proceed for Phase 1 and Phase 2 Services, Design-Builder shall provide the Public Construction Bond attached hereto as Attachment E, *Public Construction Bond*. Prior to the Notice to Proceed for Phase 2, Design-Builder shall provide the Form of Guarantee attached here to as Attachment F, *Form of Guarantee*.

## **Article 10.0 Subcontracting**

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The Design-Builder is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the Design-Builder uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Design-Builder shall promptly do so, subject to acceptance of the new subcontractor by the County.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small and local owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted The Small Business Development Ordinance which is codified in Sections 2-80.20 through 2-80.30 and 2-80.32 through 2-80.40 (as may be amended) of the Palm Beach County Code. The Small Business Development Ordinance sets forth the County's requirements for the Office of Small Business Department (OSBD) program, and is incorporated herein and made part of this Contract. Non-compliance with The Small Business Development Ordinance must

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be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with The Small Business Development Ordinance may result in any of the following penalties:

- Suspension of Agreement;
- Withholding of funds;
- Termination of the Agreement based upon a material breach of contract pertaining to the OSBD Program compliance;
- Suspension or debarment of Design-Builder from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small business enterprise (SBE) participation as committed to in the Agreement, and the dollar value of SBE participation as actually achieved.

For Phase 1 Services, the Design-Builder must adhere to the Affirmative Procurement Initiatives (APIs) set forth in the Notice of Advertisement, and the specifications set forth in Design-Builder's response, which are both incorporated herein by reference. Failure to comply with this Article 10.0 is a material breach of this Agreement. Design-Builder agrees to meet the following SBE percentages: **21.85% SBE**.

The APIs for Phase 2 Services shall be set by the Goal Setting Committee prior to the advertisement and bidding of such services by the Design-Builder, and the provisions of this Article 10.0 shall apply to the Phase 2 Services. If the Design-Builder is unable to achieve the goals during the advertisement and bidding for Phase 2, a waiver shall be submitted as part of the GMP. The amended APIs, as determined by the County, for Phase 2 shall be included in the Phase 2 amendment.

- i. Design-Builder shall report all subcontractor payment information on OSBD forms 3a and 4, or as otherwise required by OSBD, and, when the OSBD portal is available, input subcontractor payment information directly into the County's contract management system.

Design-Builder shall pay subcontractors undisputed amounts within ten (10) days after County pays the Design-Builder. In the event of a disputed invoice, the Design-Builder shall send the subcontractor(s) and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. Design-Builder must notify the Office of Small Business Department of changes in SBE utilization and obtain prior approval for any substitutions.

The Design-Builder agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event Design-Builder fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, Design-Builder shall be subject to any and all penalties and sanctions available under the terms of the OSBD Program, its contract with the County, or any other applicable law.

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The Office of Small Business Development has the right to review Design-Builder's records and interview Subcontractors.

**Article 11.0 Other Provisions**

**11.1 Truth-In-Negotiation Certificate**

Signature of this Agreement by the Design-Builder shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Design-Builder's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Article 11.1 within three (3) years following final payment.

**11.2 Personnel**

The Design-Builder represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required herein under shall be performed by the Design-Builder or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Design-Builder's key personnel, as may be listed in Exhibit "A", must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

The Design-Builder warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Design-Builder's personnel (and all Subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

**11.3 Federal and State Tax**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Design-Builder. The Design-Builder shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Design-Builder authorized to use the County's Tax Exemption Number in securing such materials.

The Design-Builder shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the performance of the Work.

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**11.4 Availability of Funds**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**11.5 Reserved**

**11.6 Reserved.**

**11.7 Reserved**

**11.8 Law and Venue; Remedies; No Third Party Beneficiaries**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Design-Builder.

THE PARTIES HEREBY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

**11.9 Conflict of Interest**

The Design-Builder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Design-Builder further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Design-Builder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Design-Builder's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Design-Builder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County,

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constitute a conflict of interest if entered into by the Design-Builder. The County agrees to notify the Design-Builder of its opinion by certified mail within thirty (30) days of receipt of notification by the Design-Builder. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Design-Builder, the County shall so state in the notification and the Design-Builder shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Design-Builder under the terms of this Agreement.

#### **11.10 Excusable Delays**

The Design-Builder shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Design-Builder or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, Force Majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe or unusual weather conditions.

Upon the Design-Builder's request, the County shall consider the facts and extent of any failure to perform the Work and, if the Design-Builder's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

#### **11.11 Arrears**

The Design-Builder shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Design-Builder further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **11.12 Disclosure and Ownership of Documents**

The Design-Builder shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Design-Builder and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure

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or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

### **11.13 Independent Contractor Relationship**

The Design-Builder is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Design-Builder's sole direction, supervision, and control. The Design-Builder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Design-Builder's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The Design-Builder does not have the power or authority to bind the County in any promise, agreement or representation.

### **11.14 Contingent Fees**

The Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Builder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

### **11.15 Access and Audits**

The Design-Builder shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Design-Builder's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Design-Builder, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **11.16 Nondiscrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Design-Builder warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Design-Builder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Design-Builder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Design-Builder retaliate against any person for reporting instances of such discrimination. The Design-Builder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Design-Builder understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Design-Builder shall include this language in its subcontracts.

#### **11.17 Authority to Practice**

The Design-Builder hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

#### **11.18 Severability**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

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**11.19 Public Entity Crimes**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Design-Builder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**11.20 Modifications of Work**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Design-Builder of the County's notification of a contemplated change, the Design-Builder shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Design-Builder's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Design-Builder shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate a Contract Amendment and the Design-Builder shall not commence work on any such change until such written amendment is signed by the Design-Builder and approved and executed on behalf of Palm Beach County.

**11.21 Notice**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the County, notices shall be addressed to:

Palm Beach County Water Utilities Department  
c/o Krystin Berntsen, P.E., PMP  
8100 Forest Hill Blvd  
West Palm Beach, FL 33413

With copy to:

Palm Beach County Attorney's Office  
Michael W. Jones  
301 North Olive Ave.  
West Palm Beach, Florida 33401

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If sent to the Design-Builder, notices shall be addressed to:

Kiewit Water Facilities Florida Co.  
Matthew Allen  
1061 E. Indiantown Rd., Suite 100  
Jupiter, FL 33477

With a copy to:

Kiewit Water Facilities South Co.  
2050 Roanoke Rd., Suite 250  
Westlake, TX 76262

**Notice shall be effective upon receipt by the individuals designated above.**

### **11.22 Entirety of Contractual Agreement**

The County and the Design-Builder agree that the Contract Documents set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 10.20 - Modifications of Work.

### **11.23 Criminal History Records Check**

The Design-Builder, Design-Builder's employees, subcontractors of Design-Builder and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549 as amended. The Design-Builder is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Design-Builder acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Design-Builder(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Design-Builder shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Design-Builder or its subcontractor(s) terminates an employee who has been issued a badge, the Design-Builder must notify the County within two (2) hours. At the time of termination, the Design-Builder shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Design-Builder if the Design-Builder 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Design-Builder employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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#### **11.24 Regulations; Licensing Requirements**

The Design-Builder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Design-Builder is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **11.25 Scrutinized Companies**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), F.S., as may be amended, if CONTRACTOR is found to have been placed on the Scrutinized Companies With Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, F.S., relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

#### **11.26 Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Design-Builder: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Design-Builder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Design-Builder is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Design-Builder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002,

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Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Design-Builder does not transfer the records to the public agency.
  
- D. Upon completion of the Contract the Design-Builder shall transfer, at no cost to the County, all public records in possession of the Design-Builder unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Design-Builder transfers all public records to the County upon completion of the Contract, the Design-Builder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the Contract, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically by the Design-Builder must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Design-Builder to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Design-Builder acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY WATER UTILITIES DEPARTMENT PUBLIC INFORMATION, 8100 FOREST HILL BLVD, WEST PALM BEACH, FL 33413, BY E-MAIL AT WUDRECORDSREQUEST@PBCWATER.COM OR BY TELEPHONE AT 561-493-6000.**

#### **11.27 Counterparts**

The Contract Documents, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. Design-Builder may shall execute by manual means only, unless the County provides otherwise.

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### **11.28 E-Verify - Employment Eligibility**

Design-Builder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Design-Builder shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Design-Builder's subconsultants performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Design-Builder shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Design-Builder shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

County shall terminate this Contract if it has a good faith belief that Design-Builder has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Design-Builder's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Design-Builder to terminate its contract with the subconsultant and Design-Builder shall immediately terminate its contract with the subconsultant.

If County terminates this Contract pursuant to the above, Design-Builder shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Design-Builder shall also be liable for any additional costs incurred by County as a result of the termination.

### **11.29 Standard of Care**

Design-Builder has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the Design-Builder is possessed of a similar level of skill, knowledge, experience and expertise as compared to that of other professionals in Design-Builder's area of practice. Design-Builder acknowledges that COUNTY has relied on Design-Builder's representations of skill, knowledge, experience and expertise. By executing this Contract, Design-Builder agrees that Design-Builder will exercise that degree of care, knowledge, skill and ability as other professionals performing similar services under similar circumstances. Design-Builder shall perform such duties as may be assigned without neglect. Design-Builder covenants with COUNTY to cooperate with COUNTY and to utilize Design-Builder's commercially reasonable skill, efforts and judgment in furthering the interests of the COUNTY. Design-Builder agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY's interests.

Design-Builder further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

While Design-Builder may submit drawings, calculations, or other documents to the COUNTY for the COUNTY's review, said review is limited to the design intent and does not constitute a

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detailed check of calculations or other parameters within the scope of Design-Builder's skill, knowledge, experience, and expertise. Design-Builder shall not be relieved of any professional liability for mistakes or flaws in items submitted to and approved by the COUNTY.

### **11.30 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Design-Builder certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

### **11.31 Human Trafficking Affidavit**

Design-Builder warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Design-Builder has executed Attachment L, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

## **Article 12.0 Consequential Damages and Limitations of Liability**

**12.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REPUTATION OR LOSS OF FINANCING, IN EACH CASE TO THE EXTENT SUCH DAMAGES ARE CONSEQUENTIAL IN NATURE.

- (A) NOTWITHSTANDING THE FOREGOING, THIS WAIVER SHALL NOT APPLY TO:
- I. DAMAGES ARISING OUT OF OR RELATING TO THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF A PARTY;
  - II. A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT;
  - III. THIRD-PARTY CLAIMS FOR WHICH A PARTY IS LIABLE;
  - IV. BREACH OF CONFIDENTIALITY OR MISUSE OF COUNTY INFORMATION;  
OR
  - V. DAMAGES TO THE EXTENT COVERED BY INSURANCE REQUIRED UNDER THIS AGREEMENT.
- (B) FOR THE AVOIDANCE OF DOUBT, THE FOLLOWING SHALL BE DEEMED DIRECT DAMAGES AND ARE NOT WAIVED:
- I. REASONABLE COSTS TO REPAIR, CORRECT, OR REPLACE DEFECTIVE OR NONCONFORMING WORK;
  - II. REASONABLE, DOCUMENTED COSTS TO COMPLETE THE WORK OR PROCURE SUBSTITUTE PERFORMANCE FOLLOWING DESIGN-BUILDER'S DEFAULT;
  - III. REASONABLE, DOCUMENTED AND NECESSARY COSTS INCURRED BY OWNER TO MAINTAIN CONTINUITY OF PUBLIC SERVICES;

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- IV. REASONABLE, DOCUMENTED MITIGATION COSTS INCURRED BY A PARTY AS A RESULT OF THE OTHER PARTY'S BREACH; AND
  - V. COSTS OF SUBSTITUTE FACILITIES OR TEMPORARY OPERATIONS REQUIRED AS RESULT OF DESIGN-BUILDER'S BREACH.

(C) THE PARTIES ACKNOWLEDGE THAT OWNER IS A PUBLIC ENTITY AND THAT UNINTERRUPTED OPERATION OF PUBLIC FACILITIES AND SERVICES IS ESSENTIAL; THEREFORE, DOCUMENTED COSTS INCURRED BY OWNER TO AVOID OR MITIGATE DISRUPTION OF SUCH SERVICES, TO THE EXTENT CAUSED BY DESIGN-BUILDER'S BREACH, SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES.

(D) FOR THE AVOIDANCE OF DOUBT, DIRECT COSTS TO REPAIR PHYSICAL DAMAGE TO, OR RESTORE OPERATION OF, PUBLIC FACILITIES, AS WELL AS COSTS ASSOCIATED WITH PROVIDING SUBSTITUTE SERVICES OR TEMPORARY OPERATIONS TO MAINTAIN CONTINUITY OF PUBLIC SERVICES, TO THE EXTENT CAUSED BY DESIGN-BUILDER'S NEGLIGENCE, SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT REMOTE OR SPECULATIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS OPPORTUNITY, UNRELATED TO SUCH OPERATIONAL IMPACTS, REMAIN SUBJECT TO THE WAIVER IN THIS SECTION.

(E) THIS SECTION SHALL BE INTERPRETED AND ENFORCED IN A MANNER CONSISTENT WITH APPLICABLE FLORIDA LAW; HOWEVER, NO PROVISION HEREIN SHALL BE CONSTRUED TO LIMIT LIABILITY TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW.

12.2 The Consequential damages limitation set forth in Article 12.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of this Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

#### **Article 13.0 Representations**

In executing the Contract Documents, Owner and Design-Builder each individually represent that it has the necessary financial resources to fulfill its obligations under the Contract Documents, and each has the necessary corporate approvals to execute the Contract Documents, and perform the services described herein. This paragraph is not intended to supersede, or otherwise modify, any rights that the County may otherwise have, including, but not limited to, the rights set forth in Article 11.4 (Availability of Funds) above.

#### **Article 14.0 Digital Accessibility Compliance**

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

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All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and DESIGN-BUILDER has hereunto set its hand the day and year above written.

ATTEST:  
MICHAEL A. CARUSO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER

PALM BEACH COUNTY, BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

*JG*  
*JA* By: \_\_\_\_\_  
*MB* Sara Baxter, Mayor

WITNESS:

DESIGN-BUILDER:

David Austin  
Signature

KIEWIT WATER FACILITIES FLORIDA Co.  
Company Name

David Austin  
Name (type or print)

Matthew Allen  
Signature

[Signature]  
Signature

MATTHEW ALLEN  
Typed Name

Nick Beach  
Name (type or print)

VICE PRESIDENT  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By: \_\_\_\_\_  
County Attorney



APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Department Director

## **LIST OF ATTACHMENTS**

**Attachment A – Scope of Design-Builder’s Services**

**Attachment B – Compensation**

**Attachment C – Schedule**

**Attachment D – General Conditions**

**Attachment E –Public Construction Bond**

**Attachment F – Form of Guarantee**

**Attachment G – OSBD Schedule 1 and Schedule 2**

**Attachment H – Not Used**

**Attachment I – Engineering and Construction Hourly Labor Rates**

**Attachment J – Not Used. Reserved for Phase 2**

**Attachment K – Miscellaneous Documents / Forms**

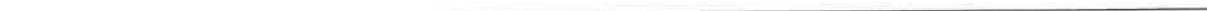
**Attachment L – Nongovernmental Entity Human Trafficking Affidavit**

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**ATTACHMENT A SCOPE OF DESIGN-BUILDER'S SERVICES**

**SECTION 1 PHASE 1**

**SECTION 2 PHASE 2 [To be added at later date]**



# ATTACHMENT A

## PHASE 1 SCOPE OF SERVICES

**Palm Beach County Water Utilities Department (PBCWUD) Project No.: 25-034**

**Project Title: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build**

### **Project Description**

1. Palm Beach County Water Utilities Department (PBCWUD) owns and operates Water Treatment Plant No. 8 (WTP No. 8) located in West Palm Beach, Florida. As part of this project, the PBCWUD seeks to modify and incorporate improvements to the overall process at WTP No. 8. This attachment provides an overall description of the required project components to be planned and designed, including scheduling and budgeting, by Kiewit Water Facilities Florida Co. (DESIGN-BUILDER) during Phase 1 of the Project based on discussions with PBCWUD staff and information presented by the PBCWUD during the solicitation period.
  
2. New Water Treatment Plant and Facilities: A new 30 million gallon per day (MGD) membrane nanofiltration process and the associated components to produce regulatorily compliant finished water (e.g., in compliance with per- and polyfluoroalkyl substances (PFAS) regulation) will be designed (Phase 1) and constructed (Phase 2) on or near the existing Water Treatment Plant (WTP) by April 2030. These include:
  - a. Raw water piping and connection from the existing wells to the new WTP process.
  - b. Pretreatment physical and chemical systems for conditioning of raw water for nanofiltration treatment, including booster pumping, if needed.
  - c. Nanofiltration treatment system including feed pumping.
  - d. Post-treatment physical and chemical systems for conditioning of permeate water from nanofiltration treatment, including transfer pumping, if needed.
  - e. Disinfection, high service pumping, and storage as necessary for distribution to the PBCWUD system.
  - f. Concentrate disposal system consisting of two (2) Class I injection wells and one (1) dual-zone monitoring well, and booster pumping, if needed. An evaluation of discharge to East Central Regional Water Reclamation Facility (ECRWRF) will also be included.
  - g. All interconnecting piping as well as architectural, fire/security, civil (including drainage), structural, electrical, instrumentation and controls, heating ventilation air conditioning, and plumbing design for the new treatment system to function as an integrated component of the overall facility are included.
  - h. Overall facility design concept is intended to result in a design for ASCE 7 Risk Category IV (Essential Facilities). The wind velocities in Palm Beach County typically require Category 5 protection for a WTP of this type.

Scopes of Phase 1 services associated with the project elements listed above are described below:

### **Task 1 – Pilot Testing**

The objective of the pilot test is to assure the DESIGN-BUILDER that the nanofiltration system designed to remove PFAS compounds can adequately do so while also displaying continuous, reliable, long-term operation to meet the current Environmental Protection Agency (EPA) regulatory guidelines. In addition to verifying the efficacy of PFAS removal, the pilot test unit will also generate permeate for use in corrosion control testing (Task 2). DESIGN-BUILDER will conduct an approximate three-month treatment pilot study to evaluate treatment performance of the treatment systems identified for testing. Given the relatively short duration of the pilot testing, long-term operational conditions (e.g., differential pressure increases, cleaning triggers) are not anticipated to be established from the data obtained. Therefore, pilot-scale conditioning or pretreatment of the raw water supply to the pilot will not be necessary. These will be developed in other tasks through separate analysis. Pretreatment conditions will be monitored to provide data with respect to the need for treatment beyond cartridge filters.

The work in this Task assumes PBCWUD, or a CONTRACTOR employed by PBCWUD, will provide the pilot plant equipment, shipping to PBCWUD's WTP No. 8, any necessary permits, and all materials to construct the pilot unit necessary for DESIGN-BUILDER to conduct the performance testing and reporting outlined within this task on or before January 1st, 2027. Startup and general maintenance of the pilot unit shall be the responsibility of PBCWUD. In general, the DESIGN-BUILDER will provide assembly of the pilot unit, observations during construction, startup and testing assistance to PBCWUD staff and reporting of the data collected. All water quality sampling and associated costs shall be the responsibility of PBCWUD as those are not included in this Scope. Day to day operation of the pilot unit, data collection, and other daily activities shall be the responsibility of PBCWUD.

#### **Task 1.1 — Pilot Testing Protocol and Membrane Selection Criteria**

DESIGN-BUILDER shall coordinate and support PBCWUD or PBCWUD's CONTRACTOR in transporting, locating, plumbing, and providing power connections to the pilot testing unit at WTP No. 8. PBCWUD will be responsible for providing the DESIGN-BUILDER with tie point locations for raw water feed and pilot plant discharge. The DESIGN-BUILDER will respond to up to four (4) requests for additional information from PBCWUD for any and all physical alterations and placement of the pilot skid.

The DESIGN-BUILDER will prepare the membrane pilot operating protocol, including data from membrane projection software provided by manufacturers, used to test the pre-selected membrane elements summarizing the operating conditions, parameters and configurations for both the membrane selection testing as well as the scale inhibitor testing; data collection plan; fouling determination; and autopsy procedures. The protocol will include a responsibility matrix identifying the party or personnel responsible for the operation, sampling, data collection, data analysis, and review designees. Each person involved in the project will have a defined role and planned effort for the duration of the pilot testing.

The protocol will include preparation of a step-by-step procedure for the pilot testing process detailing the stages of membrane testing, schedule of each stage, and criteria of key performance indicators or parameters of operation for the operating staff's reporting. A communication plan will be identified should one of the parameters be out of range PBCWUD Staff will notify the DESIGN-BUILDER. The protocol will review the conditions of the existing PBCWUD pilot unit. DESIGN-BUILDER will determine the extent of

modifications, if any, necessary for pilot testing of the nanofiltration process at WTP No. 8. DESIGN-BUILDER will coordinate with PBCWUD staff to determine operating location for proposed pilot unit.

The pilot test protocol will include a discussion of the data collection and analyses to confirm/validate the main goals of the Task is:

- Raw water compatibility and treatment
- Pretreatment – mechanical and chemical
- Membrane process performance and configuration
- Posttreatment – mechanical and chemical

### **DELIVERABLES**

- Draft Pilot Test Protocol
- Final Pilot Test Protocol

### **Task 1.2 - Pilot Unit Membrane Testing**

DESIGN-BUILDER assumes acquisition of membrane elements, as defined by DESIGN-BUILDER, shall be performed by PBCWUD.

DESIGN-BUILDER assumes one (1) round of pilot testing will be required to verify pretreatment of raw water at WTP No. 8. DESIGN-BUILDER will be responsible for the setup of the pilot unit. It is assumed treatment technologies will be run in parallel. It is estimated that pilot testing will resume for 2,000 hours of runtime, which will be approximately three months of continuous operation.

The DESIGN-BUILDER will prepare loading instructions for testing membranes in selected vessels for each production train. This Scope of Services includes one (1) pilot study using one (1) cartridge filter and housing set, three (3) separate membranes/membrane configurations with a pilot operation duration of twelve (12) weeks. This testing will simulate the membrane performance for an equal comparison of each manufacturer (or array). Membrane elements to be purchased by PBCWUD. The membrane configuration is assumed to be developed in the Preliminary Design Report (PDR) and confirmed during piloting.

The DESIGN-BUILDER will prepare an electronic spreadsheet format for recording data from the pilot unit. PBCWUD's staff will collect daily routine operating data as prescribed by the pilot test protocol from the pilot unit, insert that data in the electronic spreadsheet, and forward the spreadsheet to the DESIGN-BUILDER twice per week. Additional sample collection outside of routine pilot sampling identified in the pilot test protocol will be coordinated by the DESIGN-BUILDER using an independent laboratory, if necessary. All sampling events and laboratory testing will be coordinated by the DESIGN-BUILDER and paid directly by PBCWUD to the laboratory selected for the analysis.

The protocol will describe expected PFAS rejection rates, including ultra short chain PFAS compounds, membrane selection, characterization of the brine for disposal (if required), optimal proposed flux, feed

pressure requirements, evaluation of potential scaling and related chemical needs. The cartridge filter changeout and CIP procedures will be provided based on preliminary estimates and modified as data is collected.

The DESIGN-BUILDER will establish protocol for performing membrane autopsies that will be used to determine fouling/scaling that may be occurring on the membrane that is not indicated in the pilot operating data. DESIGN-BUILDER assumes that up to six (6) membrane autopsies will be performed. Costs for the autopsies, removal and shipment of elements is included in within this scope.

DESIGN-BUILDER shall provide monthly test results in graphical format to PBCWUD. This documentation will be presented to PBCWUD at each monthly progress meeting.

DESIGN-BUILDER will provide up to fourteen (14) pilot testing process inspection site visits to WTP No. 8 to review the nanofiltration pilot unit operation and system condition.

The treatment pilot will also provide source water concurrently for the corrosion control study for a total period of three months. If pilot test issues arise, and testing is delayed, the PBCWUD can decide to provide additional funding for extended operation and oversight or continue with the available results and use other existing treatment plant data for decision making.

### **DELIVERABLES**

- Water Quality Testing Coordination with Laboratory (i.e., chain of custody documentation)
- Data Recording Spreadsheet
- Membrane Autopsy Protocol
- Monthly Test Results (3 months)

### **Task 1.3 — PFAS Pilot Testing Protocol and Pilot Testing**

The work in this task assumes PBCWUD's intent to utilize nanofiltration to produce finished water.

DESIGN-BUILDER will be responsible for coordinating pilot testing vendors to provide media, pilot testing equipment and apparatuses as well as coordinate power and utilities to the pilot equipment. Any fees related to the mobilization, demobilization, shipping, installation, operation, and repairs to pilot testing unit or procurement shall be paid directly by PBCWUD.

All pilot testing operation and data collection shall be provided by the PBCWUD operations staff. The DESIGN-BUILDER will provide up to fourteen (14) pilot testing process inspection site visits. All data collected shall be delivered to DESIGN-BUILDER twice per week for analysis by the DESIGN-BUILDER's staff. All sampling events and laboratory testing will be coordinated by the DESIGN-BUILDER and paid directly by PBCWUD to the laboratory selected for the analysis.

DESIGN-BUILDER shall provide monthly test results in graphical format to PBCWUD. This documentation will be presented to PBCWUD during each progress meeting.

## **DELIVERABLES**

- Water Quality Testing Coordination with Laboratory (i.e., chain of custody documentation)
- Pilot Testing Protocol
- Data Recording Spreadsheet
- Monthly Test Results (3 months)

### **Task 1.4 - Prepare Report**

DESIGN-BUILDER will prepare a pilot testing report which will present the findings and recommendations of the pilot testing program described in this Task. DESIGN-BUILDER will provide the pilot testing report in Portable Document Format (PDF) and attend one (1) meeting to discuss the findings and draft report. The report will provide recommendations for system design, including physical and chemical additions.

DESIGN-BUILDER will prepare the pilot testing report, summarizing the results of each of the aforementioned tasks for WTP No. 8. The DESIGN-BUILDER will provide draft report sections related to that facility's pilot testing for review and comment by PBCWUD. Following review, DESIGN-BUILDER will attend and lead a report review meeting for the report with the PBCWUD staff to collect comments and discuss any questions or thoughts prior to finalizing the report. DESIGN-BUILDER will consolidate the comments, update the report to incorporate the comments identified and discussed at the review meetings. The final report will be submitted to formalize the effort and direction forward for the respective portion of the project design. DESIGN-BUILDER will discuss with PBCWUD at a final review meeting.

## **DELIVERABLES**

- Draft Pilot Testing Report
- Final Pilot Testing Report

### **Task 2 – Corrosion Control Testing**

The objective of the corrosion testing is for the DESIGN-BUILDER to design the nanofiltration plant so that there are no water quality issues in the long-term operation and maintenance in the PBCWUD distribution system. The desktop study will involve an analysis of historical data to understand past water quality trends and issues. This analysis will help set water quality goals for the project. A baseline sampling plan will be developed to establish current water quality conditions. The plan will include detailed protocols for sampling locations, frequency, and methods. Six (6) distribution system sampling events will be conducted to gather data on water quality throughout the system, at up to ten (10) locations (Note: Maximum of 60 samples). These events are estimated to take place over a six-month period. This data will be crucial for identifying any existing issues and for comparison with post-startup conditions.

## **DELIVERABLES**

- Desktop study and water quality goals
- Baseline sampling plan
- Laboratory services procurement, coordination and sample collection
- Desktop study corrosion control testing report

### **Task 2.1 – Post Startup Water Quality Sampling Plan**

The Post Startup Sampling Plan will outline the procedures for monitoring water quality after the startup of the new system. This plan will include specific sampling locations, frequency, and methods to ensure comprehensive coverage of the distribution system. The goal is to detect any changes in water quality that may occur because of the new system's operation. Regular sampling will help identify potential issues early and allow for timely corrective actions. The plan will also include protocols for data analysis and reporting to ensure that findings are accurately documented and communicated.

## **DELIVERABLES**

- Post Startup Sampling Plan

### **Task 2.2 – Distribution System Materials Scale Analysis**

This subtask involves developing a protocol for harvesting pipe samples from the distribution system and identifying suitable sites for sampling. Pipe harvesting will be performed by the PBCWUD from four (4) selected sites with advisory and technical support provided by DESIGN-BUILDER. The harvested pipes will undergo scale analysis to assess the condition of the materials and identify any corrosion or scaling issues. Coordination and review of the scale analysis will ensure that the findings are accurate and comprehensive. This analysis will provide valuable insights into the impact of the new system on the distribution materials and help inform future maintenance and replacement strategies.

## **DELIVERABLES**

- Pipe Harvesting Protocol and Site Identification Memorandum
- Florida Department of Environmental Protection (FDEP) Meeting Minutes

### **Task 2.3 – Corrosion Control Bench-Scale Testing**

The goal of this section and the testing overall is to establish a robust corrosion control plan and obtain FDEP agreement for the new system. The bench testing will include chemical treatment approaches to post-treatment stabilization to achieve similar and compatible water quality to that which is produced for PBCWUD distribution.

The Bench testing will be initially based on membrane projections and tested with actual permeate from the pilot plant. Each permeate sample will be tested and compared with water quality from the distribution system for chemical compatibility. A total of six (6) assessments are anticipated.

### **DELIVERABLES**

- Bench-Scale Testing Plan
- Laboratory services procurement, coordination and sample collection
- FDEP Meeting Minutes
- Bench-Scale Testing Meeting with PBCWUD Meeting Minutes
- Draft Report
- Final Report

### **Task 3 – Preliminary Design Services**

A PDR will be prepared in accordance with Florida Administrative Code (FAC) 62-555.520(4)(a)1 through 19. The PDR is required to obtain the FDEP Permit to Construct a Water Treatment Facility. The design completion of this phase of the work is intended to be 15 percent.

#### **Task 3.1 – Documentation, Historical Data and Record Drawing Review**

The DESIGN-BUILDER will review available relevant background information along with record drawings to develop an understanding of site and plant constraints, in addition to closely coordinating the development of project specific requirements and constraints with plant staff. The DESIGN-BUILDER will request, obtain, and review relevant legal descriptions and record drawings from PBCWUD to identify potential conflicts affecting the design and construction, and the need for utility coordination or relocations. The DESIGN-BUILDER will coordinate with, research and obtain records from Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD), Palm Beach County Engineering and Public Works - Roadway Production (PBC Roadway), Palm Beach County Engineering and Public Works - Land Development Division, Palm Beach County Parks and Recreation and Florida Department of Transportation (FDOT)/Turnpike Authority. DESIGN-BUILDER will provide copies to the PBCWUD.

The DESIGN-BUILDER will request and review historical documents, reports, data and other background information associated with the plant operations to aid in the development of the basis of design for the different process areas. DESIGN-BUILDER will also perform site investigation, described below in Task 4, to gather information relevant to the project. PBCWUD will provide the requested material within 21 calendar days from receipt of request.

The DESIGN-BUILDER will review and use this information as primary reference material for background information; however, the documents will not be considered as-built or a prescriptive basis of design; the DESIGN-BUILDER will be responsible for validating, confirming and/or adjusting the basis of design

based on the DESIGN-BUILDER's engineering judgment, existing site conditions and project needs identified by the PBCWUD.

### **Task 3.2 – PDR Development**

The DESIGN-BUILDER will develop a PDR for the following project elements (as included in the “Project Description” section above). Specific information required to develop the preliminary designs for certain project elements is listed below for clarity.

DESIGN-BUILDER will prepare a PDR which summarizes the design criteria and concepts to be used in the 100% design of Water Treatment Plant improvements and for use as supplementary information for the FDEP permit. The PDR will consist of general, civil, mechanical, structural, electrical, instrumentation and control disciplines. Items to be addressed will include, as applicable:

1. Brief description of the project and its purpose
2. Description of the bid packages and construction phasing needed due to the site constraints
3. Population and water demand projections
4. Projected average daily and maximum daily production capacity
5. Preliminary site and building plans, including building mechanical, electrical, plumbing, and landscaping
6. Site security and access
7. Unit treatment process sizing
8. Historical plant flow, individual chemical usage and dosing requirements to establish dosing criteria, pump equipment sizing and selection for proposed chemical feed systems
9. Detailed description of the proposed system components
10. Description of ancillary systems including electrical systems, backup emergency power generation for the new process and any systems that may be repurposed/rehabilitated for continued service, operation and control strategies, monitoring requirements, fire protection, and security
11. Maintenance of plant operations (MOPO) requirements for project
12. Preliminary design and performance criteria
13. Review of existing facilities that may be repurposed/rehabilitated for continued service, including the high service and transfer pump station, as well as, the administration areas
14. Site development and proposed siting of the new infrastructure
15. Retention/Detention Site Fitting
16. Pre vs Post development preliminary floodplain compensating storage analysis
17. Regulatory framework and list of permitting needs
18. Recommended design based on background information and compliance with applicable standards and regulatory requirements
19. Recommended materials of construction for major components
20. Preliminary hydraulic analysis and Computational Fluid Dynamics (CFD) modeling
21. Preliminary Process Flow Diagrams (PFDs) and Piping and Instrumentation Diagrams (P&IDs)
22. Proposed conceptual site plan and yard piping improvements.
23. Proposed conceptual layouts for new facilities and modifications to existing facilities
24. Preliminary implementation schedule through construction
25. Preliminary building plans
26. Preliminary electrical site plan, single line diagrams, and conceptual equipment layouts.
27. Preliminary budgetary opinion of probable construction cost estimate (OPCC) for the project.

28. Overall constructability review
29. Resiliency planning to establish base flood elevations and design flood elevations for all facilities that will remain/begin in operation upon completion of the project

#### Raw Water System Modeling

DESIGN-BUILDER shall develop a hydraulic model of the raw water system incorporating existing wells, transmission pipelines, and existing pump curves. The model will be capable of simulating steady-state and extended period operating scenarios, including average, peak, and minimum flow conditions; well pump operational conditions and well outage or constraint conditions. Model calibration and validation will be performed using available measured flows, levels, pressures, and pump performance data, with parameter adjustments.

#### Raw Water Supply Wellfield Improvements:

DESIGN-BUILDER will prepare raw water supply wellfield improvements as a separate bid package to be included as a separate section of the PDR. The wellfield improvements are based on the evaluation of materials provided by PBCWUD. Wellfield improvements include the following:

- Well screen replacement (reconstruction) for six (6) 16-inch screened wells
- Well replacement for four (4) 12-inch steel screened wells, and one (1) open borehole well
- Well rehabilitation, using mechanical and chemical methods, of five (5) wells.
  - Chemical methods may liquid chloride (sodium hypochlorite, 12%).
  - Mechanical methods may include brushing, jetting, swabbing, direct air development, pump development. Methods will be based on well design.

#### Turnpike Widening and Interchange at Jog Road:

DESIGN-BUILDER will coordinate with FDOT/Turnpike Authority as well as PBC Roadway associated with the ongoing Turnpike Widening and Interchange improvements for potential impacts to the project site. Based on preliminary review of the FDOT construction plans submitted to SFWMD, FDOT will be reconstructing sections of Jog Road adjacent to the project site and will likely need to construct temporary facilities within PBC's property to construct the roadway and bridge improvements. DESIGN-BUILDER will identify potential opportunities and constraints related to the Turnpike improvements and the proposed improvements associated with WTP No. 8. This section addresses the following:

- Construction Scheduling and Sequencing
- Access and Temporary Construction Agreement coordination (PBC property access/use)
- Temporary construction facilities within PBC property (outside of the Right-of-Way (R/W))
- Cost-saving Opportunities

#### Preliminary Surface Water Management System Analysis and Retention/Detention Siting Analysis:

DESIGN-BUILDER shall review various options to meet the surface water management system requirements to mitigate/relocate the exiting stormwater detention for the construction of the proposed improvements.

Various options include:

1. LWDD L-2 Canal Piping/Relocation (it should be noted that this option would provide additional benefits for the project associated with connectivity with the existing plant site, access control, yard piping, etc. in addition to minimizing the impact to the existing detention ponds) efforts including:
  - a. Review records, preparation of exhibits, hydraulic pipe sizing analysis

- b. Up to two (2) meetings with LWDD Staff
  - c. Presentation to LWDD Board
  - d. Preparation of Easements; Coordination of Agreements and assistance related to other legal documents
2. Maximizing existing detention facilities, including:
    - a. Modifying hydraulic and hydrologic analysis of the Jog/Belvedere roadway systems to increase storage capacity of the existing detention ponds.
    - b. Coordination with PBC Roadway and SFWMD
  3. Utilization of other portions of Tract C and Tract B of the WTP No. 8 Platted lands.

### **Task 3.3 – Prepare Preliminary Design Report**

DESIGN-BUILDER will incorporate into the PDR conclusions and recommendations established in memorandums previously prepared during the Planning and Evaluation phase. The PDR will be formatted to address the pertinent requirements in FAC 62-555.520(4)(a), which FDEP uses as a checklist to review Specific Permit to Construct public water systems (PWS) Components applications.

DESIGN-BUILDER will participate in two (2) eight (8) hour workshops with PBCWUD to receive and discuss PBCWUD’s review comments for the draft PDR. Comments, to be received from PBCWUD within 21 calendar days of receipt, will be incorporated into the final version of the PDR.

#### **DELIVERABLES**

- Draft PDR report in PDF
- Final PDR report in PDF digitally signed and sealed
- Signed and Sealed Hard Copies: Provide two (2) hard copies of signed and sealed PDR report
- Raw Water Hydraulic Model

### **Task 4 – Site Survey**

#### **Task 4.1 – Boundary/Topographic Survey**

#### **SURVEY AREA**

The WTP No. 8. site location, Exhibit A-1, and the survey area A-2 are illustrated on the following pages.

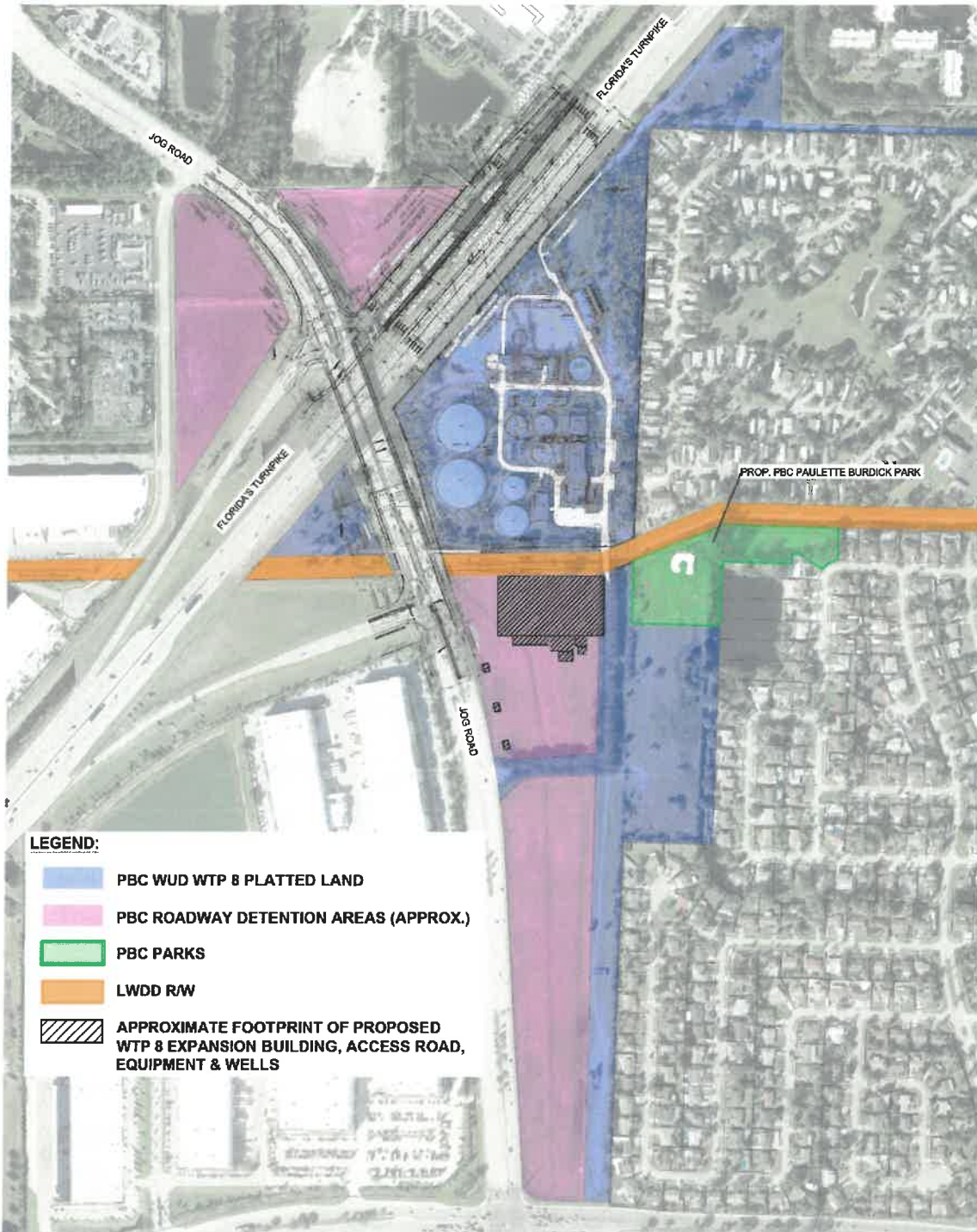


Exhibit A- 1

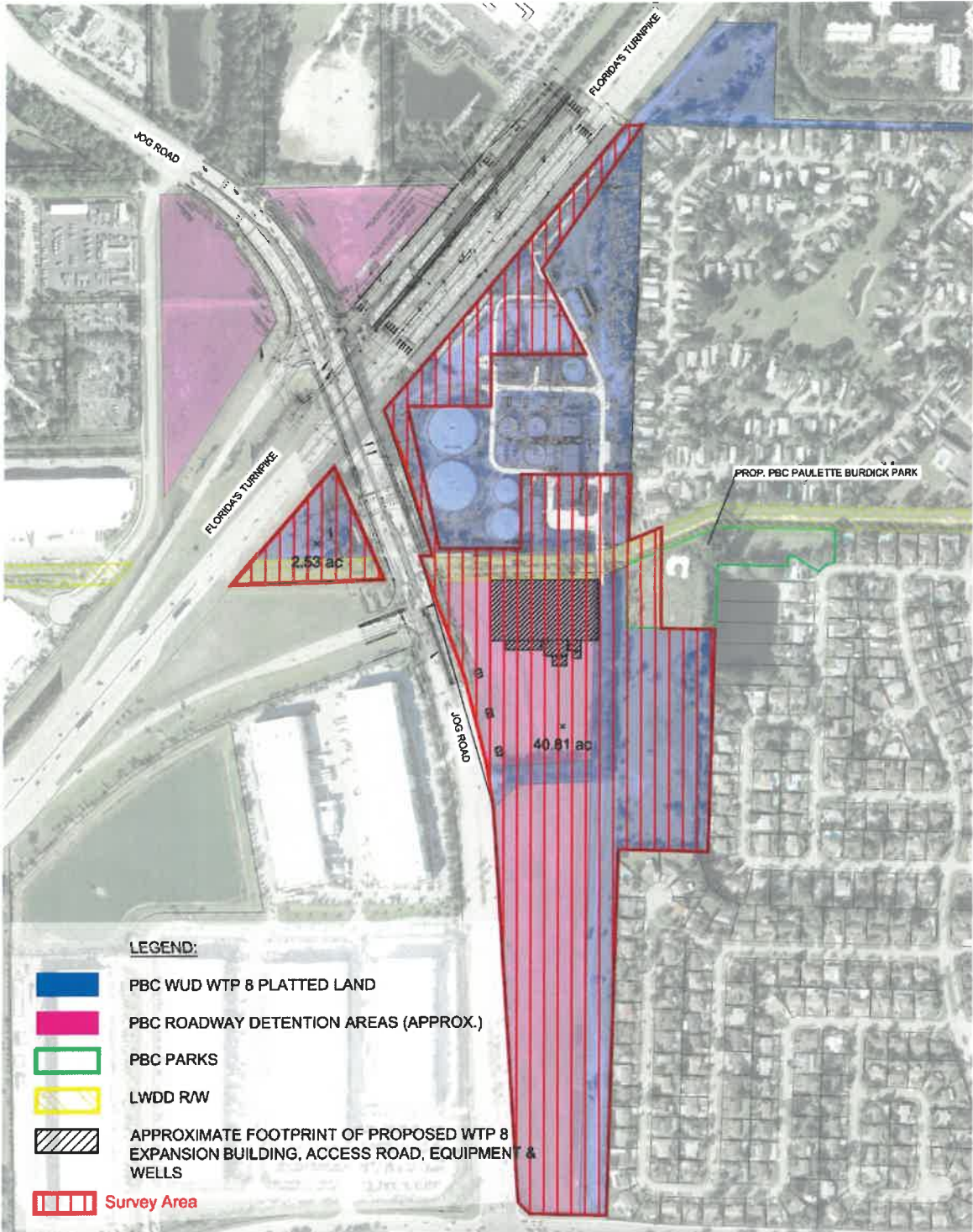


Exhibit A- 2

## DATA COLLECTION

The DESIGN-BUILDER will provide a site survey as identified herein.

1. Field survey and Global Positioning System (GPS) shall be used for the establishment of Horizontal & Vertical Control Points within the Project Area. The establishment of the horizontal values for the control points shall be performed using Topcon Hyper VR GPS equipment on the Lengemann of Florida Statewide Network. Redundant observations shall be performed at each station and the mean value between the cumulative observations shall be published on or within the survey basemap. Data collection associated with the acquisition of topographic survey information depicting existing conditions, improvements, facilities and the associated topographic spot elevations will be performed using a Topcon Robotic Total Station based on the establishment of the above referenced control points for the project. The final product will be certified by the DESIGN-BUILDER'S Professional Land Surveyor with direct oversight of the work as to the required level of accuracy noted below. The vertical elevation values for each control point shall be performed with a ground-based level run between the two (2) nearest Palm Beach County Published Benchmarks and referenced to the elevations as referenced on the Palm Beach County Control Stations Report. All benchmarks shall have a written description within the drawing (.dwg) file.
2. The survey shall comply with applicable requirements of Chapter 5J-17 FAC and Chapter 472 Florida Statutes.
3. The horizontal and vertical survey data collected shall be located and identified in the submitted Survey Drawing(s) including the location, elevation, dimension, and readily identifiable types of materials surveyed.
4. Provide the following information as Multiline Text (Mtext) or Multileader (MLeader) entities within the .dwg file:
  - a. Locate structures, foundations, roadways, sidewalks, utility pads, light poles, signs, hydrants, walls, fences (including gate locations), and other above-ground structures/construction.
  - b. Finished Floor Elevations (FFE) of all existing buildings and slabs.
  - c. Top of curb, centerline and gutter line of roadway elevations.
  - d. Existing (visible from surface) storm drainage piping, structures, and outfalls, and sanitary sewer piping and manholes including size, material, rim, and invert elevations.
  - e. Limits and elevation of 100-year floodplain and floodway within area of survey (where applicable). Include a written description of the floodplain map and info in the .dwg.
  - f. Any areas of observed surface water ponding on site shall be noted.
  - g. Ponds edge of water and top of bank elevations.
  - h. Topographic changes for berms and swales, bottom and top.
  - i. Locate, identify (if known) and depict all trees with a 4-inch diameter or greater at breast height lying within Survey Area.
  - j. Survey shall include all bore locations and staked stream and/or wetlands delineation

flagging as may be present within the limits of survey. Locations of borings and delineation flagging will be performed after completion of initial survey collection of data.

5. The following items shall be surveyed within the Survey Area:
  - a. Existing Palm Beach County Benchmarks.
  - b. Existing found monuments with description of each monument found.
  - c. Complete topographic survey, provided in 1-foot contour intervals.
6. Title Search: All rights-of-way and easements shall also be located and identified accordingly as described in a due diligence Title Search performed by the DESIGN-BUILDER.
7. For the access roadways to the existing WTP No. 8 facility, vertical elevation information shall be collected at fifty-foot minimum intervals for the applicable back of sidewalk, edge of pavement, top of curb, flowline, edge of gutter, and the centerline. Data acquisition will also include intermittent high and low points as is readily observable on site.
8. LWDD L-2 Canal right-of-way corridor vertical elevation information shall be collected at approximately eight (8) locations within the Survey Area to accurately depict existing conditions, including top of bank, edge of water, accessible and visible outfall pipes, headwalls, mitered ends, and the two (2) existing utility aerial crossings east of the existing WTP No. 8 access road crossing of the LWDD right-of-way.
9. Vertical elevations, existing utility information and existing features shall be collected within the Eastern portion of the Jog Road right-of-way that lies within the Survey Area, from the eastern edge of pavement of Jog Road, to the eastern right-of-way line of same.
10. A continuous Digital Terrain Model (DTM) surface shall be prepared by the DESIGN-BUILDER depicting the limits of the collected topographic survey data.

**HORIZONTAL AND VERTICAL CONTROL**

1. All survey data collection and electronic files shall be referenced and oriented to the specified coordinate system below:

Referenced Horizontal Datum	North American Datum of 1983 (NAD 83), Florida State Plane Coordinate System, Florida East Zone, scaled to ground
Referenced Vertical Datum	North American Vertical Datum (NAVD) of 1988

2. Elevations shall be tied to at least two (2) Palm Beach County Benchmarks located on or near the project site. A written description shall be included in the .dwg of all Palm Beach County Monuments that are used.
3. Plane Projection vs Ground - All dimensions shown on the survey base map shall be ground distances. A scale factor for ground to grid shall be included on the cover of the survey map and be in accordance with the projections as shown on the record plat. The dimensions depicted on the survey map will match the distance pulled with a tape in the field.
4. Benchmarks
  - a. All survey work shall be “tied” to at least two (2) existing Palm Beach County Publicly

Published Benchmarks located on or near the project site.

- b. The DESIGN-BUILDER shall establish two (2) Permanent Benchmarks on the site, set in areas designated by the PBCWUD or the DESIGN-BUILDER. Benchmarks shall be placed in locations not likely to be disturbed by future construction. Each benchmark shall have markings stating the horizontal and vertical control information at that location.
  - c. Control points shall be placed by the DESIGN-BUILDER as needed within the proposed survey area at intervals necessary for continuous horizontal and vertical control to be conveniently maintained. Any new control points shall be provided on the submitted Computer-Aided Design (CAD) Survey Drawing. New control points established by the DESIGN-BUILDER shall be set, to the extent practical, in areas which will not be disturbed by proposed construction. A control point table shall also be included in the .dwg file. The information included in this table shall be point #, Northing, Easting, Elevation and Description of each control point.
5. Basis of Bearings - All survey work shall be tied to an existing survey map of record showing the bearings of the tie, including the monuments used in establishing the bearings of the tie, descriptions, and the field measured and recorded measurements. The basis of bearings shall adhere to the basis of bearings as established, accepted and shown on the plat of record for the subject property.

#### **BOUNDARY INFORMATION**

The boundary plat for the subject site has been approved and accepted into the Public Records of Palm Beach County pursuant to Palm Beach County platting requirements as found in Palm Beach County Unified Land Development Code, Article 11, Chapter D, Section 1.B.7.i to conform to the State Plane Grid Coordinate System.

The DESIGN-BUILDER shall:

1. Accept or hold the published positions for the boundary permanent reference monuments as established and depicted on the plat for the subject property.
2. Provide record boundary information per deeds and title search, including deed book, page, and owner for subject project and all properties immediately adjacent to the site.
3. Show approximate and calculated property line(s) and any found monuments, both recorded and un-recorded.
4. Locate any property related planimetric features such as walls, fences, streams, rivers, roads and others including roadway centerlines and right-of-way lines.

**STATEMENT OF ACCURACY** - A statement of accuracy, conforming to local requirements, shall be affixed to all maps or reports and included in the .dwg file.

#### **DELIVERABLES**

- The DESIGN-BUILDER will provide the survey drawing as a separate AutoDesk (AutoCAD) drawing file (.dwg) including all planimetric data and generated topographic contours.
- The DESIGN-BUILDER will provide the boundary and topographic survey drawings as a separate AutoDesk (AutoCAD) drawing file (.dwg).
- The DESIGN-BUILDER will provide the Survey DTM as an AutoCAD Extensible Markup Language (XML) file.

- Signed and Sealed Hard Copies: Provide up to two (2) hard copies of signed and sealed drawings upon request.

#### **Task 4.2 – Subsurface Utility Exploration (SUE)**

The DESIGN-BUILDER shall further provide information (vertical, horizontal alignment, size, type and invert), for all underground utilities such as water, natural gas, underground power, private and public street and overhead utilities, lighting, communications, etc. as can be located above ground; or, if below ground, otherwise reasonably obtained to the best extent practical (i.e., location of valves, meters, hydrants, hatches, handholes, etc.). The DESIGN-BUILDER shall locate underground utilities as follows:

1. The DESIGN-BUILDER shall provide a “Level C” SUE (Subsurface Utility Engineering) Survey in accordance with American Society of Civil Engineers (ASCE) 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. “Level C” SUE shall be provided for the area shown in Exhibit A-2.
2. The DESIGN-BUILDER shall provide a “Level B” SUE for the area shown in Exhibit A-2. Level B shall be ground-penetrating radar (GPR) or other method selected by DESIGN-BUILDER. Refer to Exhibit A-3.
  - a. DESIGN-BUILDER shall include the “Level B” SUE data on the survey drawing by adjusting “Level A” data and record drawing data to the collected field locations.
3. Vacuum Excavation and Location (“Level A” SUE):
  - a. DESIGN-BUILDER will perform underground utility location to verify through vacuum excavation the horizontal and vertical position of existing underground utilities at up to 60 locations (assumed 35 soft surface and 25 hard surface locations).
  - b. DESIGN-BUILDER shall submit a report indicating the underground utility horizontal location, the depth, lay direction, diameter and the material for each pothole.
  - c. DESIGN-BUILDER shall include the location of each pothole on the survey drawing.
4. Where below grade infrastructure, including, but not limited to, structures, piping, sewers, drains, manhole, or catch basins are provided by record drawings or as-builts, the DESIGN-BUILDER shall include a note to the survey drawing referencing the source of the information that was provided.

#### **SUE AREA**

The SUE Area Exhibit A-3 is illustrated below. A Keyhole Markup Language Zipped (KMZ) file will be provided to the subsurface services provider defining the limits and Level of exploration.

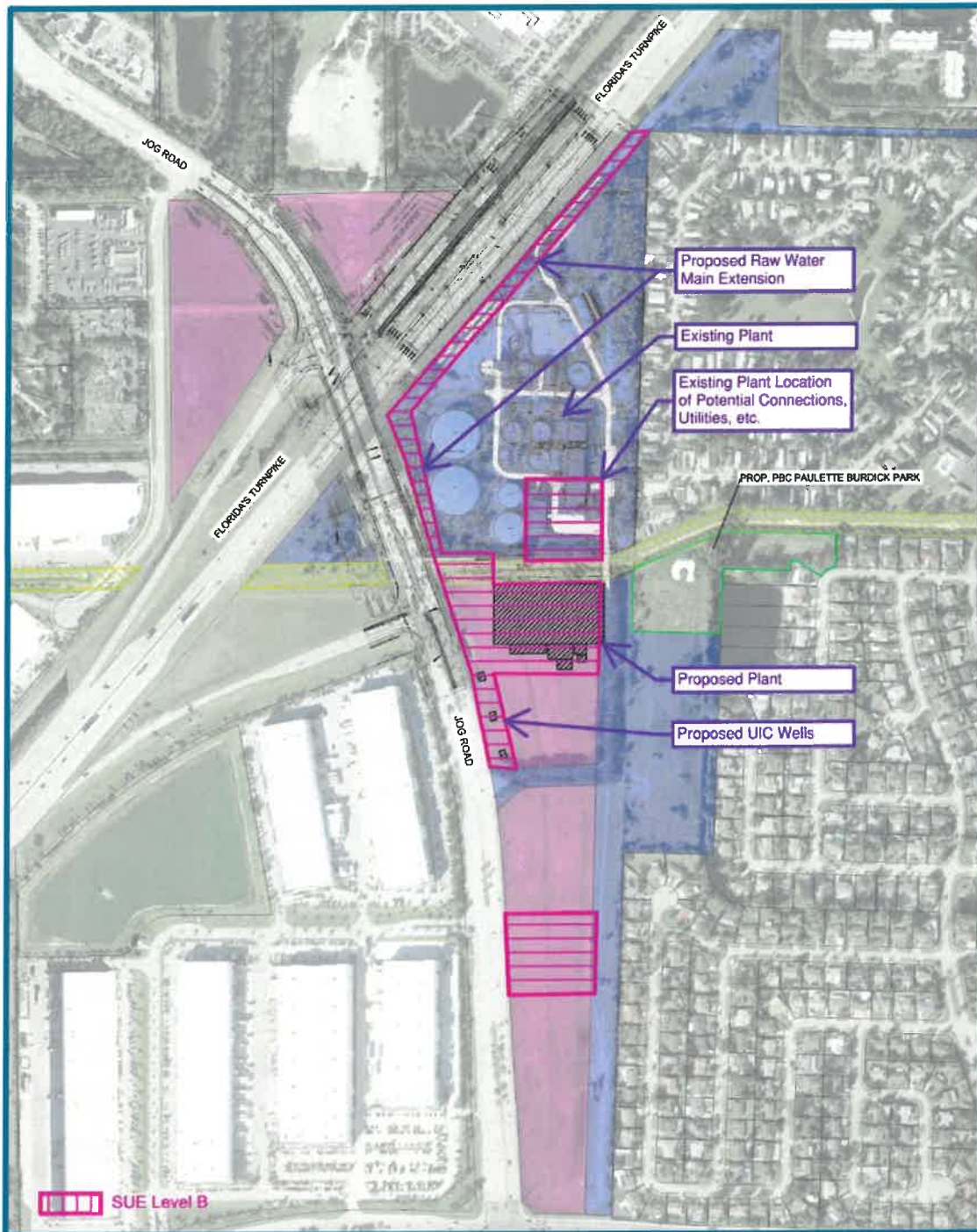


Exhibit A-3

## **Task 5 – Geotechnical Engineering Services**

The proposed treatment system structures will vary in use, with some being water/liquid bearing with equipment (e.g., process building, degasifiers, chemical storage, etc.). All services will be defined in the PDR.

The DESIGN-BUILDER will provide geotechnical services for the purpose of establishing subsurface soil conditions for design of foundations of the water bearing structures and to evaluate the feasibility and performance of stormwater management features and flood resiliency improvements. DESIGN-BUILDER geotechnical services include up to 21 subsurface borings to a planned depth varying from 15 to 100 feet. The planned location of borings will be within or adjacent to the approximate footprint shown in Exhibit A- 1.

Following the completion of drilling operations, the DESIGN-BUILDER will perform two (2) permeability tests to depths of 15 feet in general accordance with the usual open-hole exfiltration test method described in the SFWMD Permit Information Manual, Volume IV.

The DESIGN-BUILDER will submit the geotechnical report as a draft report in digital PDF format for review and comment. After receiving comments, to be received from PBCWUD within 21 calendar days of receipt, the report shall be revised into a final geotechnical report incorporating the review comments.

### **DELIVERABLES**

- Draft Geotechnical Report in PDF
- Final Geotechnical Report in PDF digitally signed and sealed by a Professional Engineer registered in the State of Florida
- Signed and Sealed Hard Copies: Two (2) signed and sealed hard copies of the final geotechnical report.

## **Task 6 – Detailed Design Services**

### **Task 6.1 – Prepare 30% Design Documents**

DESIGN-BUILDER will develop 30% drawings and specifications for the design packages established in the PDR. The design drawings will be developed primarily using the Building Information Modeling (BIM) software Autodesk BIM 360 (BIM 360). Each 30% design submittal will receive an internal, independent review by senior level staff members not directly involved in the preparation of the design document. The DESIGN-BUILDER will schedule internal workshops review of the 30% design submittal prior to formal submittal to the PBCWUD.

DESIGN-BUILDER will transmit each design package to the PBCWUD for review and comment. PBCWUD will provide comments within 21 calendar days of receipt. DESIGN-BUILDER will schedule and attend two (2) eight (8) hour review workshops for the 30% design package with the PBCWUD and will provide written responses to the comments received from the PBCWUD. The 30% drawings and specifications for each design package will include the following, as applicable:

#### Raw Water System:

1. Preliminary production well rehabilitation plan documents including, well modification (screen and riser pipe replacement), and chemical and mechanical well rehabilitation drawings and specifications.
2. Preliminary well replacement drawings and specifications.

#### Injection Well System:

3. Preliminary drawings for injection well system drilling and site civil details.
4. Preliminary list of technical specifications for drilling.
5. Preliminary implementation schedule through completion of drilling and short-term injection testing.

#### Process/Mechanical:

1. Hydraulic profile
2. Flow stream identifiers, legends, abbreviations.
3. Detailed mechanical drawings, including layouts and dimensions for major equipment and piping (ancillary equipment and support piping will not be included until 90% submittal)
4. Initial sizing of control valves and other valves.
5. Process equipment sizing and selection
6. Preliminary pipeline sizing
7. Select all piping materials
8. Specifications for major process equipment (e.g., nanofiltration skids, feed pumps, degasifiers, bioscrubbers, transfer pumps, chemical storage tanks and metering pumps) are substantially complete
9. Equipment schedule

#### Civil/Site:

1. Preliminary site layout, including horizontal locations of major structures and buildings, roadways, parking areas, construction staging areas, sewer, potable and stormwater retention areas
2. Preliminary paving, grading and drainage drawings
3. Preliminary staking and paving drawings

4. Preliminary yard piping drawings showing major process piping; odor ductwork between facilities; electrical duct-banks and manholes; irrigation, potable water, and sanitary drain piping and manholes
5. Preliminary Cut/Fill Analysis utilizing Civil 3D surfaces of the proposed grading improvements compared to the surface created from the topographic survey
6. Site geotechnical report and final foundation design recommendations
7. Tree survey

Structural:

1. Develop subgrade preparation specifications in Division 31 (i.e., earthwork) based on recommendations from geotechnical report
2. Structural plans and sections concrete member sizes and preliminary detailing of major steel reinforcement.
3. Foundation plans, floor plans, intermediate plans, roof plans, sections, details, beam schedules and column schedules
4. The Structure will be designed to ASCE 7, Risk Category IV (Essential Facilities)
5. Concrete slabs for injection well, pump supports, pipe supports
6. Draft specifications for major structural elements, including concrete (Division 3), masonry (Division 4), metals (Division 5), painting and coatings (Division 9), and earthwork (Division 31).

Electrical:

1. Develop project specific single-line diagrams of power distribution systems with equipment elevations as appropriate.
2. Plan view drawings of process areas and electrical rooms indicating locations of electrical equipment (transformers, motor control centers, switchgear, Programmable Logic Controller (PLC) panels, etc.) and process equipment energized by the electrical power distribution system
3. Electrical Site Plan
4. Equipment front views
5. Schematic diagrams
6. Schedules
7. Riser diagrams
8. Details

### Instrumentation and Control:

1. Control system block diagram
2. Network and communications system block diagram
3. Equipment/instrument tagging, naming, and abbreviation conventions
4. Preliminary control strategies and control narrative
5. P&ID drawings, including loop numbers, instrumentation, and Input/Output (I/O) signals
6. Instruments
7. Instrument schedule
8. Locate control panels, PLC panels and instruments on mechanical and electrical drawings as appropriate
9. Instrument and instrument installation details

### Building Architectural, Mechanical, Electrical, Plumbing and Landscaping/Irrigation:

1. Architectural layouts
2. Building Mechanical, Electrical, and Plumbing (MEP) layouts
3. Preliminary landscaping/irrigation drawings
4. Sanitary sewer and lift station preliminary drawings

### **DELIVERABLES**

- 30% Design Drawings (PDF format 11-inch x 17-inch)
- 30% Design Specifications (PDF format)
- Documentation of all workshops and major decisions
  - a. Prepare a comment log for PBCWUD to list their comments, DESIGN-BUILDER will respond to comments, and the comments will be documented and verified

### **Task 6.2 – Prepare 60% Design and Contract Documents**

DESIGN-BUILDER will develop 60% drawings and specifications for the design packages established in the PDR. The design drawings will be developed primarily using BIM 360. Each 60% design submittal will receive an internal, independent review by senior level staff members not directly involved in the preparation of the design document. The DESIGN-BUILDER will schedule an internal workshops review of each 60% design submittal prior to formal submittal to the PBCWUD.

DESIGN-BUILDER will transmit each design package to the PBCWUD for review and comment. PBCWUD will provide comments within 21 calendar days of receipt. DESIGN-BUILDER will schedule and attend two (2) eight (8) hour review workshops for the 60% design package with the PBCWUD and will provide written responses to the comments received from the PBCWUD.

The 60% drawings and specifications for each design package will include the following, as applicable:

Raw Water System:

1. Production well rehabilitation plan documents including drawings and specifications for six (6) each well modifications (screen and riser pipe replacement), and five (5) each chemical and mechanical well rehabilitation .
2. Drawings and specifications for five (5) each well replacements including major equipment, hydraulic connections, electrical improvements.

Injection Well System:

1. 60% drawings for injection well system drilling and site civil details.
2. List of technical specifications for drilling and testing.
3. Implementation schedule through completion of drilling and short-term injection testing.

Process/Mechanical:

1. Finalize hydraulic profile and connectivity details
2. Finalized mechanical portion of P&ID
3. Detailed mechanical drawings, including layouts and dimensions for major equipment and piping (ancillary equipment and support piping will not be included until 90% submittal)
4. Size control valves and other valves and piping; select all valve and piping material types
5. Process equipment details including equipment maintenance clearance requirements and support utilities
6. Specifications for process equipment (e.g., nanofiltration skids, feed pumps, degasifiers, bioscrubbers, transfer pumps, chemical storage tanks and metering pumps) are substantially complete
7. System curves, data sheets, sizing calculations and catalog cutsheets for all major pump, fan, and heating, ventilation, and air conditioning (HVAC) systems
8. Equipment schedule and details
9. Develop mechanical model showing equipment, piping, and control panel details

Civil/Site:

1. Site layout, including horizontal locations of major structures and buildings, roadways, parking areas, construction staging areas, and stormwater retention areas coordinated with all internal and external projects (e.g., FDOT, PBC Roadway)
2. Paving, grading and drainage drawings

3. Temporary Access Plans
4. Staking and paving drawings
5. Yard piping drawings showing major process piping; odor ductwork between facilities; electrical duct-banks and manholes; and sanitary lift station drain piping and manholes
6. Finalize Surface Water Management System Calculations for submittal to regulatory agencies.
7. Hydraulic Pipe Sizing Analysis for onsite drainage piping, including preparation of drainage area map for permitting purposes.
8. Update Cut/Fill Analysis.

Structural:

1. Structural plans and sections concrete member sizes and preliminary detailing of steel reinforcement.
2. Concrete slabs for all pump stations
3. Specifications for major structural elements, including concrete (Division 3), masonry (Division 4), metals (Division 5), painting and coatings (Division 9), and earthwork (Division 31).
4. Exterior renderings/isometrics

Electrical:

1. Develop project specific single-line diagrams of power distribution systems with equipment elevations as appropriate.
2. Plan view drawings of process areas and electrical rooms indicating locations of electrical equipment (transformers, motor control centers, switchgear, Programmable Logic Controller (PLC) panels, etc.) and process equipment energized by the electrical power distribution system
3. Equipment models
4. Schedules
5. Riser diagrams
6. Electrical schematic details for conduit and ductbank

Instrumentation and Control:

1. Control system block diagram
2. Network and communications system block diagram
3. Equipment/instrument tagging, naming, and abbreviation conventions
4. Preliminary control strategies and control narrative

5. P&ID drawings, including loop numbers, instrumentation, and Input/Output (I/O) signals
6. Instruments
7. Instrument schedule
8. Locate control panels, PLC panels and instruments on mechanical and electrical drawings as appropriate
9. Details

Building Architectural, Mechanical, Electrical, Plumbing and Landscaping/Irrigation:

1. Architectural layouts
2. Building MEP layouts
3. Preliminary landscaping/irrigation drawings
4. Sanitary sewer and lift station drawings

### **DELIVERABLES**

- 60% Design Drawings (PDF format 11-inch x 17-inch)
- 60% Design Specifications (PDF format)
- Documentation of all workshops and major decisions
  - a. Prepare a comment log for PBCWUD to list their comments, DESIGN-BUILDER will respond to comments, and the comments will be documented and verified

### **Task 6.3 – Prepare 90% Contract Documents (Permit Review Submittal)**

Upon resolution of PBCWUD’s 60% design review meeting/workshop comments and the accepted value engineering recommendations, the DESIGN-BUILDER will prepare 90% Contract Documents.

DESIGN-BUILDER shall revise its 60% Contract Documents based upon comments, to be received from PBCWUD within 21 calendar days of receipt, and advance the design to 90% design. The 90% design submittal will receive an internal, independent review by senior level staff members not directly involved in the preparation of the design document. The DESIGN-BUILDER shall schedule an internal workshops to review the 90% design submittal prior to formal submittal to the PBCWUD.

The 90% design documents will be prepared for the packages established in the PDR. DESIGN-BUILDER will transmit each design package to the PBCWUD for review and comment. PBCWUD will provide comment within 21 calendar days of receipt. DESIGN BUILDER will schedule and attend two (2) eight (8) hour review workshops for the 90% design package with the PBCWUD and will provide written responses to the comments received from the PBCWUD.

Key specific elements for each discipline, as applicable, are as follows:

#### Raw Water

1. All well replacement, reconstruction, and rehabilitation drawings and specifications

Injection Well Drilling:

1. 90% drawings for injection well system drilling and site civil details.
2. Detailed technical specifications addressing drilling, casing, cementing, packer testing, coring, geophysical logging, injection testing, water quality testing, and development.
3. Below ground well construction and testing technical requirements, including mobilization requirements.
4. Fluid and cuttings handling and disposal requirements.
5. Test water sources, minimum water quality requirements, and anticipated volumes for testing and disposal.
6. Access and temporary stormwater controls required during construction.
7. Temporary facilities required during construction such as water, sewer, disposal, electrical power, and traffic controls.
8. Implementation schedule through completion of drilling and short-term injection testing.

Process/Mechanical:

1. Mechanical plans, sections and details for PBCWUD's final review.
2. Specifications for process equipment, piping, valves and other mechanical items for PBCWUD's final review.
3. Hydraulic modeling – surge analysis of injection well and pumping systems.

Civil/Site:

1. Site plans, including limits of site demolition and construction staging areas for PBCWUD's final review.
2. Paving, grading and drainage plans, including horizontal and vertical alignment of sanitary and storm drain system and final proposed grading contours for PBCWUD's final review.
3. Details for fencing, gate, security, and access control
4. Locate sidewalks and door pads and grading details around building entrances
5. Temporary Access Plans for PBCWUD's final review.
6. Staking and paving plans, including coordinates for proposed buildings and structures, coordinates for roads and roadway sections and profiles for PBCWUD's final review.
7. Yard piping plans, including horizontal and vertical alignment of utility systems in plan view for PBCWUD's final review.
8. Soft digs and design of yard piping and electrical duct-bank conflicts.

9. Injection well concentrate force main and manifold.
10. Update Hydraulic Pipe Sizing Analysis.
11. Update Cut/Fill Analysis.

**Structural:**

1. Foundation plans, floor plans, intermediate plans, roof framing plans, roof plans, sections, details, beam schedules and column schedules for PBCWUD's final review
2. Concrete slabs for injection well, pump supports, pipe supports
3. Specifications for PBCWUD's final review
4. Injection well pad

**Electrical:**

1. Project specific single-line diagrams of power distribution systems with equipment elevations as appropriate for PBCWUD's final review
2. Plan view drawings of process areas and electrical rooms indicating locations of electrical equipment (transformers, motor control centers, switchgear, PLC panels, etc.) and process equipment energized by the electrical power distribution system for PBCWUD's final review
3. Electrical Site Plan for PBCWUD's final review
4. Equipment front views for PBCWUD's final review
5. Schematic diagrams for PBCWUD's final review
6. Riser diagrams for PBCWUD's final review
7. Schedules for PBCWUD's final review
8. Details for PBCWUD's final review
9. Specifications for PBCWUD's final review

**Instrumentation and Control:**

1. Control system block diagram for PBCWUD's final review
2. Network and communications system block diagram for PBCWUD's final review
3. Equipment/instrument tagging, naming, and abbreviation conventions for PBCWUD's final review
4. Control strategies for PBCWUD's final review

5. P&ID drawings, including loop numbers, instrumentation, and I/O signals for PBCWUD's final review
6. Instruments for PBCWUD's final review
7. Schedules (instruments and I/O) for PBCWUD's final review
8. Locations of control panels, PLC panels and instruments on mechanical and electrical drawings as appropriate for PBCWUD's final review
9. Standard details for PBCWUD's final review
10. Specifications for PBCWUD's final review

Building Architectural, Mechanical, Electrical, Plumbing and Landscaping/Irrigation:

1. Architectural drawings and specifications for PBCWUD final review
2. Building MEP drawings and specifications for PBCWUD final review
3. Preliminary landscaping/irrigation drawings and specifications for PBCWUD final review
4. Sanitary sewer and lift station preliminary drawings and specifications for PBCWUD final review

**DELIVERABLES**

- 90% Stage Drawings (PDF format 11-inch x 17-inch)
- 90% Stage Specifications (PDF format)
- Responses to all major review comments
  - a. Prepare a comment log for PBCWUD to list their comments, DESIGN-BUILDER will respond to comments, and the comments will be documented and verified
- Permit applications and supporting documentation for permits under the DESIGN-BUILDER scope.

**Task 6.4 – 100% Contract Documents (Permit Ready Submittal)**

The DESIGN-BUILDER shall revise its 90% Contract Documents based upon the comments, to be received from the PBCWUD within 21 calendar days. The DESIGN-BUILDER shall submit 100% signed and sealed plans and specifications (100% Permit Ready Submittal). The 100% design documents will be prepared for the packages established in the PDR.

**DELIVERABLES**

- 100% Stage Drawings (PDF format) digitally signed and sealed
- 100% Stage Specifications (PDF format)
- All documents in original file type (e.g., BIM/CAD/Word, etc.)

**Task 7 – Permitting**

### **Task 7.1. Injection Well Permitting**

DESIGN-BUILDER will prepare the FDEP Underground Injection Control (UIC) Class I Construction and Testing Permit application package for two (2) injection wells and one (1) dual-zone monitoring well and provide post application support services. The FDEP UIC application will include:

1. Complete the FDEP Form 62-528.900, Application to Construct/Operate/Abandon Class I, III, or V Injection Well Systems.
2. Provide a description of the injection well system, pretreatment and intended use of the injection system.
3. Determine the area of review (AOR) for the site and preparation of the required well inventory within the AOR.
4. Summary of the regional hydrogeology and hydrogeologic cross-sections of the site and region and create maps and cross sections showing the local and regional geology and hydrogeology.
5. Proposed monitoring program for the injection well system.
6. Proposed operating data and procedures.
7. Preparation of a plugging and abandonment plan, and associated cost estimate.
8. Preparation of a local government guarantee for execution by the PBCWUD.
9. Construction and testing procedures.
10. Sign, seal, and submit application to FDEP electronically.

Separately but concurrently, DESIGN-BUILDER will prepare an application for variance from the requirements of FAC Rule 62-521.400(1)(f) establishing a 500-foot setback between Class I injection wells and potable supply wells, in the event setback locations are not available. This detailed design assumes that the PBCWUD will locate the injection on the plant site/drainage area outside the 500-foot limit or receive a variance for the setback condition and does not include design of an offsite injection well system or replacement surficial aquifer supply well 8W-21.

DESIGN-BUILDER will coordinate and conduct one (1) virtual conference with the PBCWUD and FDEP prior to submittal of the application, if requested by FDEP or the PBCWUD. The draft construction and testing permit application will be submitted to the PBCWUD for review in PDF format. DESIGN-BUILDER will coordinate and conduct a draft FDEP UIC Permit Application meeting with the PBCWUD.

DESIGN-BUILDER will respond to up to two (2) requests for additional information (RAI) from FDEP. A formal response to each comment will be prepared by DESIGN-BUILDER and reviewed by PBCWUD prior to submitting to FDEP. Up to two (2) follow-up coordination meetings with the PBCWUD will be coordinated, as requested by the PBCWUD.

DESIGN-BUILDER will assist the PBCWUD through the completion of the permit issuance process, which includes the following services:

- Review the Draft Permit prior to publication and communicating comments to FDEP
- Review the Notice of Intent to Issue and provide comments to FDEP
- Review the Final Permit

## **Task 7.2 Facilities Permitting**

The DESIGN-BUILDER will prepare permit packages and applicable supporting documentation to support the PBCWUD obtaining required permits prior to construction. DESIGN-BUILDER will submit the permit packages and fees to the respective permitting agencies and obtain permit approvals from each agency. The PBCWUD will be responsible for paying all permit fees. It is anticipated that permits will be required from the following agencies:

1. Florida Department of Environmental Protection/Florida Department of Health in Palm Beach County
  - Drinking Water Facility Construction Permit/Permit to Construct Water Supply
  - General Permit for Construction of Water Main Extensions for Public Water Systems
  - Specific Permit for Construction of Water Main Extensions for Public Water Systems
  - Application for Constructing a Domestic Wastewater Collection/Transmission System
2. Palm Beach County Fire Rescue
3. Florida Department of Environmental Protection/National Pollutant Discharge Elimination System (NPDES)
4. South Florida Water Management District – Environmental Resource Permitting (ERP)/Drainage
5. South Florida Water Management District – Dewatering
6. Lake Worth Drainage District (Drainage)
7. Lake Worth Drainage District (Temporary Access)
8. Florida Department of Transportation (Drainage)
9. Palm Beach County Engineering and Public Works – Land Development (Drainage)
10. Palm Beach County Building Department (Drainage)
11. Federal Emergency Management Agency (Conditional Letter of Map Revision/C-LOMR)
12. Federal Emergency Management Agency (Letter of Map Revision/LOMR)
13. Palm Beach County Planning, Zoning & Building - Planning Division – Site Plan Approval
14. Palm Beach County Planning, Zoning & Building - Building Division – Construction Permits (Phase 1 only includes Building Department permits for the new Deep Injection Well (DIW))
15. DESIGN-BUILDER will evaluate the Consumptive Use Permit for current conditions and plant design capacity and include findings in the PDR. The County will be responsible for any permit modifications.

Development of the permit packages consists of the following information and activities:

1. Submit updated drawings (signed and sealed by a Professional Engineer).
2. Provide required supplemental information to support permit requests
3. For permits and approvals identified as DESIGN-BUILDER's responsibilities, complete permit application packages along with supplemental information. Draft permit applications will be provided to the PBCWUD for review and comment prior to submittal to the approving entity. PBCWUD shall have up to 21 calendar days from receipt to provide comments. Updated permit application will be provided to PBCWUD submission. PBCWUD shall be responsible to obtain authorized PBCWUD signatures necessary for the applications.
4. Status updates during the monthly progress meeting, and permit review/discussion meetings at DESIGN-BUILDER'S discretion to coordinate/notify the PBCWUD regarding the strategy for and status of obtaining required permits.

5. For permits and approvals identified as PBCWUD's responsibilities, the DESIGN-BUILDER will provide advisory and technical support in the development of permit/approval applications and supporting documentation.
6. Actively monitor the status of permit/approval processing and respond to requests for clarification, additional information, and application revisions by the approving entities.
7. Attend up to four (4) meetings with each of the approving entities to expedite permit processing.
8. PBCWUD will be notified once the permits have been obtained.

### **Task 7.3 Zoning Division Development Review**

The “Palm Beach County Unified Land Development Code (ULDC)” governs development. The existing WTP site is zoned as “PO” (Public Ownership District). Water treatment infrastructure is “Permitted by Right” within PO zoning districts in accordance with Article 4, Chapter B, Section 7, Paragraph A. It is understood the Zoning Division Application is not required.

Even though a WTP is a permitted use in PO zoning, Palm Beach County requires a minimum for a Zoning Confirmation Letter (ZCL), and potentially for Development Review Officer (DRO) or concurrent review if the project scope exceeds certain thresholds. The specific scope of these requirements is unknown until a meeting is held with the County development staff to review their requirements. It is anticipated that one (1) pre-application consultation with Palm Beach County Zoning, one (1) application package for submittal to County, and up to one (1) re-submittal of the application package may be required.

Under this task, DESIGN-BUILDER to coordinate and lead a meeting with the County Zoning Division to review the scope of planned infrastructure improvements and confirm what, if any, development application documents must be submitted. It is anticipated that the level of effort for this task would only include the preparation of the application form and site plan along with coordination with County Zoning Division.

This section includes the use of the existing property and drainage area to the south, which includes ownership and right-of-way outside of PBCWUD, as well as, a currently proposed FDOT project that may encroach on the proposed site during construction and operation.

DESIGN-BUILDER will coordinate with PBCWUD to prepare a presentation and present at the PBC Planning, Zoning & Building - Building Division meeting to obtain approval for the project, if required.

## **Task 8 – Pre-Construction Services**

### **Task 8.1 – Pre-Construction Management and Administration**

DESIGN-BUILDER will coordinate and conduct necessary management, partnering, technical, and pre-construction progress meetings with PBCWUD and other required subcontractors and stakeholders as applicable, as further described below in Task 8 and Task 9.

DESIGN-BUILDER will be responsible for and liaise with engineering, document control, project controls, scheduling, and construction Subject Matter Expert’s (SME’s). Other responsibilities of DESIGN-BUILDER include:

- Management of issues and technical risk log with action items to address each
- Issue resolution through Request for Information (RFI) process

- Verification and documentation of design decisions and change management oversight
- Management of design quality and adherence to the Design Quality Plan
- Document Control utilizing TeamBinder (InEight Document)

### **Task 8.2 – Design and Constructability Reviews**

DESIGN-BUILDER will perform Design Reviews to ensure that the overall design intent and integrity is achieved and maintained throughout the design process and verify that changes are appropriately communicated to the PBCWUD and Project team. At 30% and 60% design milestones, SME's will perform Constructability Reviews of the design for construction means and methods, feasibility, safety, quality and overall Project execution.

In collaboration with PBCWUD, DESIGN-BUILDER will review Value Engineering (VE) opportunities and document in the Decision Analysis & Resolution Tracking (DART) Log. VE opportunities, modifications to the DART Log, and the Risk Log will be reviewed and discussed during the regular design coordination meetings described below in Task 9.2.

#### **DELIVERABLES**

- Preliminary Constructability Review Workshops – 30% Design
- Draft and Updated Constructability Review Report/DART Log submission – 60% Design

### **Task 8.3 - Cost Modeling and Estimates**

DESIGN-BUILDER will perform cost modeling in conjunction with the Phase 1 Services in accordance with the requirements of the Agreement. Cost modeling will be used to develop the Opinion of Probable Cost Estimate for the Preliminary Design Report and to support alternatives evaluation processes during design development through Phase 1.

The 30% cost estimate and 60% Guaranteed Maximum Price (GMP) will be developed based on Attachment A Phase 1 Scope of Services and will incorporate any additional requirements derived from design coordination/Task Force Meetings and other internal and Client workshops. 30% and 60% Design Specifications will be used for major equipment and materials procurement pricing.

DESIGN-BUILDER will be responsible for the review of submittals to be in conformance with the Contract Documents and for providing clarifications to potential bidders during the procurement process.

DESIGN-BUILDER will provide PBCWUD a GMP cost estimate at the 60% Design milestone established in the PDR. Anticipated GMP Estimates to be provided by DESIGN-BUILDER include the following:

- GMP #1 – DIW, wellhead, and select long lead time items
  - Based on DIW and wellhead 60% design
  - Select long lead items identified during PDR development may be included in GMP #1 or as a separate standalone interim GMP
- GMP #2 – Balance of Plant (BOP) based on BOP 60% design

### **Task 8.4 - Scheduling**

DESIGN-BUILDER will work with the PBCWUD to produce a Pre-construction Schedule that will be updated monthly and reviewed during the monthly Progress Meetings with the PBCWUD. The Pre-construction Schedule will be produced in Primavera (P6) software. DESIGN-BUILDER will submit the Pre-Construction Schedule and meet with the PBCWUD within four days and seven days after execution of the Agreement, respectively, in accordance with Agreement General Conditions Section 2.2.3.

DESIGN-BUILDER will develop a Draft Phase 2 Baseline Schedule to be submitted with GMP #2. The Draft Phase 2 Baseline Schedule will be a Critical Path Method (CPM) schedule produced in Primavera (P6) software. The Phase 2 Baseline Schedule will be developed and submitted per the Phase 2 Agreement.

### **Task 8.5 - Subcontractor Outreach**

Prior to submitting 60% Design Package(s), DESIGN-BUILDER will develop a Subcontracting and Self-Performance Plan. The Subcontracting Plan and Self-Performance Plan will outline the planned work packages and estimated values, scoping of self-performed and competitively subcontracted work, procurement and Office of Small Business Development (OSBD) Outreach plans, and prequalification and selection processes. As Phase 1 advances, contracting strategies and major work packaging assumptions will be coordinated with the design effort at an appropriate level to support cost, constructability, and schedule objectives.

### **Task 9 – Project Management**

#### **Task 9.1 Project and Quality Management**

Throughout the duration of the project, the DESIGN-BUILDER will provide project controls and management services to continually monitor the project for proper staff utilization, schedule, and design coordination. The DESIGN-BUILDER will provide PBCWUD with a monthly status report detailing the progress of the work in accordance with the Agreement General Conditions Section 2.2.2.

The DESIGN-BUILDER will provide necessary coordination of Design Services and Preconstruction Services throughout Phase 1.

During pre-construction, DESIGN-BUILDER will perform field inspections of site preparations for injection well construction, pit casing installation, potential surficial aquifer pad monitoring well construction and development, temporary site civil, mechanical, and electrical work during the project as required to confirm compliance with Contract Documents. The PBCWUD will be notified of any Differing Site Condition or regulatory compliance issues in accordance with the Agreement.

#### **Task 9.2 Project Meetings and Workshops**

DESIGN-BUILDER shall attend kick-off meeting, internal coordination meetings, progress and review meetings with the PBCWUD or its agents to review design submittals and coordinate permitting activities in accordance with the list of anticipated meetings below. These meetings shall be attended by the DESIGN-BUILDER's project manager and applicable design or permitting team members. The DESIGN-BUILDER will be responsible for developing, maintaining, and distributing meeting agendas and minutes.

**a. Kick-off Meeting**

The DESIGN-BUILDER will schedule, prepare for, and conduct a Project Kickoff meeting to introduce team members, establish responsibilities and points of contact, and review the overall project objectives, meeting schedules, and introduce early project activities.

**b. Internal design coordination meetings/workshops (Task Force Meetings)**

The DESIGN-BUILDER will schedule two (2) internal multidisciplinary meetings per month to coordinate between design disciplines and review design progress to monitor and ensure the project is advancing according to the schedule.

**c. Monthly progress meetings with PBCWUD**

The DESIGN-BUILDER will schedule monthly meetings with PBCWUD staff to review project status, including a high-level project schedule update. The schedule update will reflect updates to major project milestones and critical path. When design decisions are needed from PBCWUD staff, the DESIGN-BUILDER will present the PBCWUD with the alternatives and design information for discussion and direction from the PBCWUD.

**d. Technical Presentation Workshops**

The DESIGN-BUILDER will schedule technical presentation workshops with PBCWUD staff to provide a summary of the information and documentation provided to the PBCWUD for review. The presentation workshops will be scheduled within 3 days of the associated package being submitted to the PBCWUD. The following review workshops are anticipated based on the different project milestones:

1. Operations and Maintenance Design Discussion Workshop
2. Injection Well Design and Permit Application Workshop
3. PDR Presentation Workshop
4. 30% Design Presentation Workshop
5. 60% Design Presentation Workshop
6. 90% Design Presentation Workshop
7. Presentation Workshop for each GMP(s) (two (2) anticipated)

**e. Review Workshops**

The DESIGN-BUILDER will schedule review workshops with PBCWUD staff. The intent of these workshops is to review the comments received from the PBCWUD along with proposed responses from the DESIGN-BUILDER. The following review workshops are anticipated based on the different project milestones:

1. Injection Well Design and Permit Application Workshop
2. Preliminary Design Report Review Workshop
3. 30% Design Review Workshop
4. 60% Design Review Workshop
5. 90% Design Review Workshop
6. Review Workshop for each GMP(s) (two (2) anticipated)

**f. Coordination Meetings/Workshops**

The DESIGN-BUILDER will schedule coordination workshops with PBCWUD staff. The intent

of these workshops is to coordinate other projects and entities within and associated with the PBCWUD that impact Project. The following workshops are anticipated based on the different project milestones:

1. PBC Roadway/FDOT Review Workshop 1
2. PBC Roadway/FDOT Review Workshop 2
3. Lake Worth Drainage District Workshop 1
4. Lake Worth Drainage District Workshop 2

### **DELIVERABLES**

- Documentation of all meetings/workshops in action item and comment matrices, including:
  - Meeting notes
  - Design comments

### **Task 10 – PFAS Contingency Plan Development**

The DESIGN-BUILDER will develop a PFAS Contingency Plan summarizing the design criteria and concepts to be used as a temporary alternative treatment measure in the event implementation of membrane treatment is impacted or delayed. Items to be addressed will include:

#### **PFAS Contingency Plan Development**

- Site Assessment & Risk Evaluation: Review existing water quality data against current EPA PFAS monitoring and reporting requirements.
- Regulatory Analysis: Define necessary action levels, notification procedures, and public communication strategies in accordance with federal and state regulations.
- Contingency Strategy Formulation: Identify short-term measures (e.g., retrofit with reduced flow capacity, powdered activated carbon (PAC)) and intermediate-term treatment strategies (e.g., Granular Activated Carbon (GAC), Ion Exchange (IX)).
- PFAS Contingency Plan: Prepare a Draft Contingency Plan, including list of drawings needed and cost estimates for implementation of options for review.

#### **Design for Compliance Measures (Allowance)**

- Preliminary Design Allowance: Provides an allowance for engineering services to develop preliminary, conceptual designs, process layouts, and sizing for potential PFAS treatment technologies that will be tailored to system-specific water quality, subject to available space and time constraints.
- Bench/Pilot Testing Planning: Develop plans for necessary demonstration studies (bench- or pilot-scale) to confirm the effectiveness of selected treatment processes concurrent with full-scale design.

#### **Limitations and Future Authorization**

- No Construction Authorized: The services authorized under this scope are limited to planning, assessment, preliminary design.
- Future Approval Required: Final construction documents, procurement of treatment equipment, installation, and associated construction costs are not part of this scope. Implementation of any

infrastructure upgrades will require a separate, future authorization and approval of a Construction Phase Budget.

## **DELIVERABLES**

- Draft and Final Comprehensive PFAS Contingency Plan.
- Conceptual Treatment Technology Design Package (Allowance).
- Summary of Estimated Construction Costs and Timeline for Implementation.

### **Task 11 – Concentrate Disposal System**

The DESIGN-BUILDER will develop design documents for the Concentrate Disposal System including the following project elements:

#### **Injection Well System**

The injection well system design criteria will be included in a separate section of the Preliminary Design Report (PDR). Reference Task 3 Preliminary Design Services for additional information regarding the development of the PDR. This section addresses the following:

1. Preliminary design and performance criteria
2. Preliminary drawings and siting of injection wells and monitoring well
3. FDEP UIC regulatory framework and permitting requirements
4. Overview of local geology and hydrogeology
5. Recommended materials for construction for the injection wells and monitoring well
6. Emergency disposal methods
7. Preliminary drawings of concentrate disposal system
8. Preliminary drawings identifying construction areas and access for staging, laydown, power needs, and construction trailers needed for completion of the injection well system
9. Preliminary implementation schedule through construction and testing

#### **Injection Well Surface Facilities**

This section addresses design for the following:

1. Evaluation of existing wastewater collection system to convey concentrate to ECRWRF during mechanical integrity testing (MIT)
2. Listing of proposed wellhead features to include in the 100% design for two (2) Class I injection wells and one (1) dual-zone monitoring well
3. Listing of proposed monitoring equipment and sample piping
4. Identification of construction areas and access for staging, laydown, power needs, and construction staff trailers needed for construction of the surface facilities
5. List of permitting needs for permanent surface facility improvements
6. Process and instrumentation diagrams and narrative control description of the injection well wellhead and monitoring well systems
7. Preliminary drawings identifying power needs for completion of the injection wells.
8. Preliminary drawings of conveyance, concentrate pump station, and booster pumps, as needed

9. Preliminary site plan

**DELIVERABLES**

- PDR Section
- Design drawings and specifications

## ASSUMPTIONS

The following assumptions were made in preparation of the above scope:

1. DESIGN-BUILDER will design a new 30 MGD membrane nanofiltration process and the associated components. Alternative or supplementary treatment process to create a blended flow including but not limited to re-use or modification to the existing ion exchange or lime softening process are not included in this scope of services.
2. The raw water system will be evaluated for capacity, possible rehabilitation, and replacement based on information provided by the PBCWUD. If additional raw water wells are required, separate services may constitute a scope or fee adjustment.
3. PBCWUD systemwide raw water and finished water data are assumed to be representative of WTP No. 8 and will be used to establish the basis of design for the PDR. Treatment process pilot testing and corrosion control pilot testing will take place after the development of the PDR during the 30% and 60% design phase. Any observations or learning from the corrosion control and piloting efforts, which would impact design, will be incorporated during the 60% design phase. The assumed physical pretreatment components include sand strainers or potentially pressure media filters. If additional pretreatment is required, separate services may constitute a scope or fee adjustment.
4. The PBCWUD will agree that the list of documents provided during data collection task is a comprehensive reflection of what will be provided. Any relevant document materially changing the scope of this project shall constitute a scope and fee adjustment.
5. The PBCWUD will provide the DESIGN-BUILDER with electronic (AutoCAD format) record drawings of existing WTP No. 8 facilities.
6. Design-Builder's cost to achieve 100% permit ready drawings is included in Phase 1 proposal. Cost for submission of construction permits will be included in Phase 2.
7. Cost for Permits and Permit Fees are not included in Phase 1 proposal. PBCWUD to pay directly or reimburse Design-Builder for any Permits and Permit Fees incurred during the execution of Phase 1.
8. The PBCWUD will provide front-end contract documents for any specific requirements, otherwise it is assumed DESIGN BUILDER will develop documents for review by PBCWUD.
9. Updates to the facility's existing short circuit, device coordination and arc flash study to be included in Phase 2.
10. Subsurface utility exploration services with GPR and vacuum excavations/soft digs will be limited only to determining existing underground facilities within the work area. Soft dig areas shall be filled with aggregate material to match existing surface elevation.
11. PBCWUD shall be responsible for, and DESIGN-BUILDER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information

furnished by PBCWUD to the DESIGN-BUILDER pursuant to this Scope of Work. DESIGN-BUILDER's scope of work does include the field verification of underground utility locations.

12. Tracer study efforts are not included in this scope of work.
13. Re-platting efforts are not part of this scope. DESIGN-BUILDER permit effort assumes that the property is owned by the PBCWUD, already platted, and zoned for water treatment plant service.
14. Task 4.1 includes vertical elevation acquisition to locate and depict the existing top of bank and edge of water for the existing "sludge pond" within the north side of the existing WTP No. 8 facility. Acquisition of elevations at the bottom of the sludge pond or any other soundings beyond the edge of water are not included as a part of this scope of services.
15. Pre-construction services for areas not specifically noted in this proposal are not included as part of this scope of services.
16. All proposed well locations, rehabilitation or replacement are based on information provided by the PBCWUD (e.g., JLA report, May 2025) and the work proposed herein is limited to existing physical well location only (e.g., casing and screen replacement well replacement, and chemical/mechanical rehabilitation). Siting, design, and construction of new wells for wellfield expansion shall constitute a scope and fee adjustment.
17. PBCWUD-provided data (water quality, well reports, JLA report, record drawings, flow data, historical operations data) will be considered contractually reliable and suitable for design without independent validation.
18. Changes to PBCWUD standards or design criteria after PDR acceptance may constitute a scope or fee adjustment.
19. Attachment A "Phase 1 Scope of Services" assumes regulatory criteria in effect as of March 2026, including but not limited to applicable state or federal regulations (i.e. PFAS regulations, FAC requirements, FDEP guidance, EPA final rule in the Federal Register on April 26, 2024 (Code of Federal Regulations (CFR) 89 CFR 32532) (FRL 8543-02-OW), finalizing National Primary Drinking Water Regulations under the Safe Drinking Water Act for PFAS: perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorohexane sulfonic acid (PFHxS), perfluorononanoic acid (PFNA), hexafluoropropylene oxide dimer acid (HFPO-DA), and as well as two (2) or more mixtures of PFNA, PFHxS, HFPO-DA and perfluorobutane sulfonic acid (PFBS).) will remain materially unchanged during Phase 1.
20. Target Substantial Completion is April 2030 as provided in WTP No. 8 Pre-Proposal Meeting (October 8, 2025). The United States EPA proposed to extend compliance deadlines for PFOA and PFOS as outlined in the May 14, 2025 Press Release. Any PBCWUD requested change to the substantial completion date, including but not limited to EPA's failure to implement the proposed extension, may constitute a scope or fee adjustment.
21. Injection well siting is assumed feasible within PBCWUD-owned property or approved easements. No offsite land acquisition, or easement negotiation support is included.

22. Drawings will be prepared at American National Standards Institute (ANSI) D (34-inch x 22-inch) full-size format and issued as scalable PDF files suitable for 11-inch x 17-inch printing. Requests for alternate formats, sheet sizes, or drawing re-layout beyond this standard are excluded.
23. Phase 1 services related to demolition and decommissioning of existing treatment is not included in this scope of services, except where necessary to support the new membrane nanofiltration process.
24. Phase 1 services related to plant expansion and hardening are included only to the extent necessary to support the new membrane nanofiltration process. All new membrane process facilities will meet applicable code and hurricane requirements. However, Phase 1 does not include hardening, upgrades, or improvements to existing plant facilities beyond what is necessary to physically integrate and support the new membrane process. Broader plant-wide hardening or upgrades to existing facilities are not included in Phase 1.
25. Design and construction of new ground storage tanks is not included in this scope of services.
26. PBCWUD shall identify in writing to DESIGN-BUILDER any digital content intended to be electronically displayed, accessed, distributed, or made available to the public by the County. DESIGN-BUILDER assumes the following items are representative applicable digital content: Small Business Enterprise advertisement/outreach documents, Subcontractor outreach advertisements, public communications and community outreach documents, and construction impact communications
27. Compliance with Web Content Accessibility Guidelines (WCAG) 2.1, Level AA shall only be required to the extent PBCWUD has identified such documents in writing as subject to the public-accessibility requirements. DESIGN-BUILDER shall not be responsible for updates, revisions, or modifications made by the County or third parties not under DESIGN-BUILDERS control.
28. WCAG 2.1, Level AA compliance is not included in DESIGN-BUILDER's scope of services for the following digital content: Design calculations, drawings and specifications, design model, project schedules, cost proposals and cost estimates, quantity takeoffs, permitting documents, survey documents, shop drawing submittals, product information submittals, construction progress reports, project photographs and videos, project checklists, product manuals, operation and maintenance (O&M) manuals, calibration and performance test report certificates, Programmable Logic Controller (PCL)/Human-Machine Interface (HMI)/Supervisory Control and Data Acquisition (SCADA) information, operation and maintenance training materials, Geographic Information System (GIS) deliverables, and material traceability documents. This list is not intended to be all inclusive.

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**ATTACHMENT B COMPENSATION**

**SECTION 1 PHASE 1 SERVICES**

[See Attached]

**SECTION 2 CONTRACT PRICE FOR PHASE 2 SERVICES**

[To be completed during Phase 1]

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**Palm Beach County Water Treatment Plant No. 8 Phase 1 Cost Summary**  
**Contract No. 25-034**

<b>Task Description</b>	<b>Cost</b>
Task 1 - Pilot Testing	\$ 532,248.52
Pilot Plant Set Up (Allowance)	\$ 100,000.00
Task 2 - Corrosion Control Testing	\$ 184,986.22
Task 3 - Preliminary Design Report	\$ 2,289,548.72
Task 4 – Site Survey	\$ 388,532.67
Task 5 - Geotechnical Engineering Services	\$ 106,903.10
Task 6 – Detailed Design Services	\$ 6,507,160.06
Task 7 – Permitting	\$ 325,155.94
Task 8 – Pre-Construction Services	\$ 2,669,115.35
Task 9 – Project Management	\$ 2,158,473.33
Task 10 - PFAS Contingency Plan Development	\$ 84,247.82
Design for Compliance Measures (Allowance)	\$ 150,000.00
Task 11 - Injection Well System	\$ 154,704.37
Subcontractor Coordination	\$ 1,240,947.35
<b>Phase 1 Subtotal</b>	<b>\$ 16,892,023.45</b>
<b>Phase 1 Grand Total NTE Cost</b>	<b>\$ 16,892,023.45</b>

Detailed cost breakdown attached.



**Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
Phase 1 Expenses - Hazen and Sawyer, P.C.**

Reimbursable / Direct Expenses			Rates
8½" x 11" Prints / Copies (black/white)			\$ 0.25
8½" x 11" Prints / Copies (color)			\$ 1.00
11" x 17" Prints / Copies (black/white)			\$ 0.50
11" x 17" Prints / Copies (color)			\$ 1.00
24" x 36" Prints / Copies (black/white)			\$ 1.50
24" x 36" Prints / Copies (color)			\$ 3.50
Mileage (in accordance with IRS Rates)			\$ 0.73
Bond Copies By Vendor (Billed at Cost - Vendor invoices to be provided when billed)			As Invoiced by Vendor
Deliveries / Courier Service By Vendor (Billed at Cost - Vendor invoices to be provided when billed)			As Invoiced by Vendor
Title Search By Approved Vendor (Billed at Cost - Vendor invoices to be provided when billed)			As Invoiced by Vendor
Projected Reimbursable Expenses	Projected Quantity	Unit Cost	Projected Cost
<b>DIRECT EXPENSES</b>			
1 8½" x 11" Prints / Copies (black/white)	1500	\$ 0.25	\$ 375.00
2 8½" x 11" Prints / Copies (color)	250	\$ 1.00	\$ 250.00
3 11" x 17" Prints / Copies (black/white)	3000	\$ 0.50	\$ 1500.00
4 11" x 17" Prints / Copies (color)	2000	\$ 1.00	\$ 2000.00
5 24" x 36" Prints / Copies (black/white)	5000	\$ 1.50	\$ 7500.00
6 24" x 36" Prints / Copies (color)	1000	\$ 3.50	\$ 3500.00
7 Mileage (in accordance with IRS Rates)	8793.10	\$ 0.73	\$ 6375.00
8 Lab Sampling (TSS, TDS, SDI, Hardness, Ca, Mg, Si, Fe, etc)	1	Est. Invoiced Cost	\$ 10000.00
9 Distribution solids sampling (Minerals, extraction, etc.)	1	Est. Invoiced Cost	\$ 5000.00
10 Corrosion Control Bech Testing (Supplies, chemicals, Testing apparatus, etc)	1	Est. Invoiced Cost	\$ 35000.00
11 Membrane Autopsies	6	Est. Invoiced Cost	\$ 30000.00
<b>Total Projected As Needed Reimburseable Expenses</b>			<b>\$101,500.00</b>

Revised 5/22/26

Subcontractor Expenses Summary	Cost
KESHAVARZ & ASSOCIATES, INC.	\$ 24,000.00
REG ARCHITECTS, INC.	\$ 2,000.00
WIRX ENGINEERING LLC	\$ 48,860.00
	\$ 74,860.00

Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
Phase 1 Preconstruction - Kiewit

Task No.	Task Description	Project Executive	Project Manager	Project Engineer	Preconstruction Manager	Construction Manager	General Superintendent	Constructability Lead	Estimating Manager	Lead Estimator	Discipline Estimator	Project Controls	Schedule Manager	Quality Manager	Safety Manager	Subcontractor Outreach	Environmental Manager	Design Manager	Constructability SME's	
1	Task 1 - Pilot Testing																			
	Task Subtotal	4	20	20	-	10	40	10	-	-	-	-	8	10	10	-	8	-	-	20
2	Task 2 - Corrosion Control Testing																			
Task 2.1	Post Startup Water Quality Sampling Plan	-	10	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Task 2.2	Distribution System Materials Scale Analysis	-	10	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Task 2.3	Corrosion Control Bench-Scale Testing	4	10	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Task Subtotal	4	30	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Task 3 - Preliminary Design Report																			
Task 3.1	Documentation, Historical Data and Record Drawing Review	-	50	20	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40	-
Task 3.2	PDR Development	-	100	80	40	-	-	-	-	-	-	-	-	-	-	-	-	-	50	40
Task 3.2	Prepare Preliminary Design Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Task Subtotal	-	150	100	50	-	-	-	-	-	-	-	-	-	-	-	-	-	90	40
4	Task 4 - Site Survey																			
Task 4.1	Boundary / Topographic Survey	-	20	20	20	-	-	-	-	-	-	-	-	-	-	-	-	-	20	-
Task 4.2	Subsurface Utility Exploration	-	10	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	-
	Task Subtotal	-	30	30	20	-	-	-	-	-	-	-	-	-	-	-	-	-	30	-
5	Task 5 - Geotechnical Engineering Services																			
	Task Subtotal	-	30	30	20	-	-	-	-	-	-	-	-	-	-	-	-	-	10	30
6	Task 6 - Detailed Design Services																			
Task 6.1	Prepare 30% Contract Documents	10	40	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Task 6.2	Prepare 60% Contract Documents	10	40	40	40	-	-	40	-	-	-	-	-	-	-	-	-	-	20	40
Task 6.3	Prepare 90% Contract Documents (Permit Review Submittal)	10	40	40	40	-	-	40	-	-	-	-	-	-	-	-	-	-	20	40
Task 6.4	100% Contract Documents (Permit Ready Submittal)	10	40	40	40	40	-	40	-	-	-	-	-	-	-	-	-	-	20	40
	Task Subtotal	40	160	160	120	40	-	120	-	-	-	-	-	-	-	-	-	-	60	120
7	Task 7 - Permitting																			
Task 7.1	Injection Well Permitting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Task 7.2	Facilities Permitting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	-	-
Task 7.3	Zoning Division Development Review	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Task Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40	-	-
8	Task 8 - Pre-Construction Services																			
Task 8.1	Pre-Construction Management and Administration	-	400	360	690	60	-	-	-	-	-	280	-	20	-	-	-	-	520	-
Task 8.2	Design and Constructability Reviews	-	260	-	-	-	40	80	-	-	-	-	-	40	40	-	-	-	400	400
Task 8.3	Cost Modeling and Estimates	-	160	-	-	60	-	-	350	490	1,980	-	200	-	-	-	-	-	90	-
Task 8.4	Scheduling	-	120	60	-	60	-	-	-	-	-	-	200	-	-	-	-	-	-	-
Task 8.5	Subcontractor Outreach	-	60	-	-	-	20	-	-	-	-	-	-	-	-	120	-	-	-	-
	Task Subtotal	-	1,000	420	690	180	60	80	350	490	1,980	280	400	60	40	120	-	-	1,010	400
9	Task 9 - Project Management																			
Task 9.1	Project and Quality Management	50	865	190	-	-	-	-	-	-	-	-	-	80	-	-	-	-	-	-
Task 9.2	Project Meetings and Workshops	148	416	170	200	-	40	36	26	-	-	80	8	-	-	-	-	-	448	30
	Task Subtotal	198	1,281	360	200	-	40	36	26	-	-	80	8	80	-	-	-	-	448	30
10	Task 10 - PFAS Contingency Plan Development																			
	Task Subtotal	10	25	-	10	-	-	-	-	10	20	-	-	-	-	-	-	-	20	10
11	Task 11 - Injection Well System																			
	Task Subtotal	-	14	-	14	-	-	24	14	-	-	-	-	-	-	-	-	-	-	-
Labor Subtotal Hours		256.00	2,740.00	1,150.00	1,124.00	230.00	140.00	270.00	390.00	500.00	2,000.00	360.00	416.00	150.00	50.00	120.00	48.00	1,668.00	650.00	
Burdened Labor Rate		\$ 306.75	\$ 231.02	\$ 139.66	\$ 235.39	\$ 150.41	\$ 128.03	\$ 189.72	\$ 175.93	\$ 156.99	\$ 119.16	\$ 131.18	\$ 113.99	\$ 210.64	\$ 153.85	\$ 110.55	\$ 151.83	\$ 208.63	\$ 153.58	
Billing Labor Rate (OH&P 21%)		\$ 371.17	\$ 279.54	\$ 168.99	\$ 284.82	\$ 181.99	\$ 154.92	\$ 229.56	\$ 212.87	\$ 189.96	\$ 144.18	\$ 158.73	\$ 137.93	\$ 254.88	\$ 186.16	\$ 133.77	\$ 183.72	\$ 252.44	\$ 185.83	
Labor Sub-Total		\$ 95,019.06	\$ 765,937.47	\$ 194,336.89	\$ 320,137.03	\$ 41,858.13	\$ 21,688.76	\$ 61,981.14	\$ 83,019.25	\$ 94,981.31	\$ 288,356.49	\$ 57,141.17	\$ 57,379.22	\$ 38,231.78	\$ 9,307.84	\$ 16,051.90	\$ 8,818.33	\$ 421,064.78	\$ 120,788.05	
Subcontractor Coordination																				
Subcontract Total																				
Allowance Total																				
Expenses Total																				
Project Preconstruction Cost																				

Notes:  
1) Subcontractor Coordination to be invoiced at cost plus 10%

Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
Phase 1 Preconstruction - Kiewit

Task No.	Task Description	Permit Manager	Contract Manager	Doc Control	Project Controller	Procurement Manager	Subtotal Hours	Total Labor	Subcontractor & Subconsultants Total	ANATOM	Allowance	Expenses	Totals, Fee
1	Task 1 - Pilot Testing												
	Task Subtotal						160	\$ 31,467.61	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 131,467.61
2	Task 2 - Corrosion Control Testing												
Task 2.1	Post Startup Water Quality Sampling Plan						20	\$ 4,485.28	\$ -	\$ -	\$ -	\$ -	\$ 4,485.28
Task 2.2	Distribution System Materials Scale Analysis						20	\$ 4,485.28	\$ -	\$ -	\$ -	\$ -	\$ 4,485.28
Task 2.3	Corrosion Control Bench-Scale Testing						24	\$ 5,969.95	\$ -	\$ -	\$ -	\$ -	\$ 5,969.95
	Task Subtotal						64	\$ 14,940.51	\$ -	\$ -	\$ -	\$ -	\$ 14,940.51
3	Task 3 - Preliminary Design Report												
Task 3.1	Documentation, Historical Data and Record Drawing Review						120	\$ 30,302.40	\$ -	\$ -	\$ -	\$ -	\$ 30,302.40
Task 3.2	PDR Development						310	\$ 72,920.74	\$ -	\$ -	\$ -	\$ -	\$ 72,920.74
Task 3.2	Prepare Preliminary Design Report						-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Task Subtotal						430	\$ 103,223.15	\$ -	\$ -	\$ -	\$ -	\$ 103,223.15
4	Task 4 - Site Survey												
Task 4.1	Boundary / Topographic Survey						80	\$ 19,715.68	\$ -	\$ -	\$ -	\$ -	\$ 19,715.68
Task 4.2	Subsurface Utility Exploration						30	\$ 7,009.65	\$ -	\$ -	\$ -	\$ -	\$ 7,009.65
	Task Subtotal						110	\$ 26,725.33	\$ -	\$ -	\$ -	\$ -	\$ 26,725.33
5	Task 5 - Geotechnical Engineering Services												
	Task Subtotal						120	\$ 27,251.43	\$ -	\$ -	\$ -	\$ -	\$ 27,251.43
6	Task 6 - Detailed Design Services												
Task 6.1	Prepare 30% Contract Documents						90	\$ 21,652.79	\$ -	\$ -	\$ -	\$ -	\$ 21,652.79
Task 6.2	Prepare 60% Contract Documents						230	\$ 54,709.81	\$ -	\$ -	\$ -	\$ -	\$ 54,709.81
Task 6.3	Prepare 90% Contract Documents (Permit Review Submittal)						230	\$ 54,709.81	\$ -	\$ -	\$ -	\$ -	\$ 54,709.81
Task 6.4	100% Contract Documents (Permit Ready Submittal)						270	\$ 61,989.49	\$ -	\$ -	\$ -	\$ -	\$ 61,989.49
	Task Subtotal						820	\$ 193,061.91	\$ -	\$ -	\$ -	\$ -	\$ 193,061.91
7	Task 7 - Permitting												
Task 7.1	Injection Well Permitting	40					40	\$ 3,601.35	\$ -	\$ -	\$ -	\$ -	\$ 3,601.35
Task 7.2	Facilities Permitting	120					160	\$ 18,152.67	\$ -	\$ -	\$ -	\$ -	\$ 18,152.67
Task 7.3	Zoning Division Development Review	40					40	\$ 3,601.35	\$ -	\$ -	\$ -	\$ -	\$ 3,601.35
	Task Subtotal	200					240	\$ 25,355.38	\$ -	\$ -	\$ -	\$ -	\$ 25,355.38
8	Task 8 - Pre-Construction Services												
Task 8.1	Pre-Construction Management and Administration		80	500	390		3,300	\$ 671,206.96	\$ 129,730.80	\$ 129,730.80	\$ -	\$ 164,414.34	\$ 965,352.09
Task 8.2	Design and Constructability Reviews						1,260	\$ 290,189.06	\$ -	\$ -	\$ -	\$ -	\$ 290,189.06
Task 8.3	Cost Modeling and Estimates					500	3,830	\$ 620,687.08	\$ -	\$ -	\$ -	\$ -	\$ 620,687.08
Task 8.4	Scheduling						440	\$ 82,189.70	\$ -	\$ -	\$ -	\$ -	\$ 82,189.70
Task 8.5	Subcontractor Outreach						200	\$ 35,922.65	\$ -	\$ -	\$ -	\$ -	\$ 35,922.65
	Task Subtotal		80	500	390	500	9,030	\$ 1,700,195.44	\$ 129,730.80	\$ 129,730.80	\$ -	\$ 164,414.34	\$ 1,994,340.58
9	Task 9 - Project Management												
Task 9.1	Project and Quality Management						1,185	\$ 312,857.96	\$ -	\$ -	\$ -	\$ 41,103.58	\$ 353,961.54
Task 9.2	Project Meetings and Workshops						1,602	\$ 409,376.77	\$ -	\$ -	\$ -	\$ -	\$ 409,376.77
	Task Subtotal						2,787	\$ 722,234.72	\$ -	\$ -	\$ -	\$ 41,103.58	\$ 763,338.31
10	Task 10 - PFAS Contingency Plan Development												
	Task Subtotal						105	\$ 25,238.56	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 75,238.56
11	Task 11 - Injection Well System												
	Task Subtotal						66	\$ 16,390.63	\$ -	\$ -	\$ -	\$ -	\$ 16,390.63
Labor Subtotal Hours		200.00	80.00	500.00	390.00	500.00	13,932.00						
Burdened Labor Rate		\$ 74.41	\$ 144.97	\$ 67.52	\$ 117.43	\$ 101.95							
Billing Labor Rate (OH&P 21%)		\$ 90.03	\$ 175.42	\$ 81.70	\$ 142.10	\$ 123.35							
Labor Sub-Total		\$ 18,006.77	\$ 14,033.23	\$ 40,851.97	\$ 55,417.35	\$ 61,676.74		\$ 2,886,084.67					
Subcontractor Coordination								\$ 129,730.80	\$ 129,730.80				
Subcontract Total								\$ 1,370,678.15					
Allowance Total									\$ 150,000.00				
Expenses Total											\$ 205,517.92		
Project Preconstruction Cost													\$ 4,612,280.74
<b>Notes:</b>													
1) Subcontractor Coordination to be invoiced at cost plus 10%													

**Design-Builder**  
**Pre-Construction Services ODC Detail**

<b>Other Direct Costs</b>		<b>Qty.</b>	<b>Unit Cost</b>	<b>Projected Cost</b>
<b>Task 8 - Pre-construction Services</b>	Mileage	12,960	\$ 0.725	\$ 9,396.00
<b>Task 9 - Project Management</b>	Lodging	264	\$ 226.04	\$ 59,674.56
	Car Rental	264	\$ 89.21	\$ 23,551.44
	Meals	264	\$ 100.63	\$ 26,566.32
	Air Travel	88	\$ 799.20	\$ 70,329.60
	Partnering	2	\$ 8,000	\$ 16,000.00
	<b>Total ODC</b>			<b>\$ 205,517.92</b>



**KESHAVARZ**  
— & ASSOCIATES —  
CIVIL ENGINEERING | SURVEYING | CONSULTING

Hazen and Sawyer (“CLIENT”)  
999 Ponce de Leon Boulevard, PH 1150  
Coral Gables, FL 33134  
Attn: Mr. Jayson J. Page, PE, Vice President

May 4, 2026

Reference: Palm Beach County Water Utilities Department  
Water Treatment Plant No. 8 Membrane Expansion  
Progressive Design-Build

WUD Project 25-034

KA Project 26-1563

Dear Mr. Page,

Keshavarz & Associates, Inc. (“CONSULTANT”) is pleased to present the following proposal to perform civil engineering and survey oriented services for the above referenced project. The following represents CONSULTANT’s understanding of the Scope of Services to be provided for Palm Beach County Water Utilities Department (PBCWUD) Water Treatment Plant No. 8 (WTP 8):

**Task 3 – Preliminary Design Report (30%) Design**

CONSULTANT will assist the CLIENT as it relates to the development and preparation of a Preliminary Design Report (PDR) associated with the site civil portions of the project, more specifically the grading, paving and drainage related components.

**Task 3.1 – Documentation, Historical Data and Record Drawing Review**

CONSULTANT will assist the CLIENT with this task by reviewing available site / civil related design and record drawings provided by PBCWUD; and will research, obtain and review available Right-of-way (R/W) Maps and site / civil records from Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD), Palm Beach County (PBC) Roadway, PBC Parks and Recreation, PBC Land Development and Florida Department of Transportation (FDOT) / Florida’s Turnpike Authority (FTA). CONSULTANT will familiarize themselves with these records, provide copies for the CLIENT and other sub-consultants, then utilize this data as part of the effort of establishing knowledge for the project site existing conditions.

**Task 3.2 – PDR Development**

CONSULTANT will assist the CLIENT with this task associated with site/civil grading, paving and drainage project elements of the PDR, more specifically associated with:

- Florida’s Turnpike Widening and Interchange at Jog Road  
CONSULTANT will coordinate with FDOT / Florida’s Turnpike Authority as well as PBC Roadway associated with the ongoing Florida’s Turnpike Widening and Interchange improvements for potential impacts to the project site. Based on preliminary review of the FDOT

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construction plans submitted to SFWMD, FDOT will be reconstructing sections of Jog Road adjacent to the project site and will likely need to construct temporary facilities within PBC's property to construct the roadway and bridge improvements. CONSULTANT will identify potential opportunities and constraints related to Florida's Turnpike improvements and the proposed improvements associated with WTP 8.

- a. Construction Scheduling and Sequencing
  - b. Access and Temporary Construction Agreement coordination (PBC property access / use)
  - c. Temporary construction facilities within PBC property (outside of the R/W)
  - d. Cost-saving Opportunities
- Preliminary Surface Water Management System Analysis and Retention/Detention Siting  
CONSULTANT shall review various options to meet the surface water management system requirements to mitigate / relocate the existing stormwater detention for the construction of the proposed improvements.  
Various options include:
    - a. LWDD L-2 Canal Piping / Relocation (it should be noted that this option would provide other benefits for the project associated with connectivity with the existing plant site, access control, yard piping, etc. in addition to minimizing the impact to the existing detention ponds)
      - i. Review records, preparation of exhibits, hydraulic pipe sizing analysis
      - ii. Up to two (2) meetings with LWDD Staff
      - iii. Presentation to LWDD Board
      - iv. Preparation of Easements; Coordination of Agreements and assistance related to other legal documents
    - b. Maximize existing detention facilities
      - i. Modify hydraulic and hydrologic analysis of the Jog/Belvedere roadway systems to increase storage capacity of the existing detention ponds.
      - ii. Coordination with PBC Roadway and SFWMD
    - c. Utilization of other portions of Tract C and Tract B
  - Preliminary Site Plan assistance to the Planning sub-consultant
  - Input on Preliminary design and performance criteria (30% design)
  - Site development and proposed siting of the new infrastructure
    - Retention/Detention Site Fitting
      - a. Preliminary floodplain compensating storage analysis to evaluate pre-development and post development conditions
      - b. Preparation of exhibit depicting cut and fill areas associated stormwater detention mitigation.
  - Regulatory framework and list of permitting needs
  - Recommended design based on background information and compliance with applicable standards and regulatory requirements

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- Resiliency planning to establish base flood elevations and design flood elevations for all facilities that will remain/begin in operation upon completion of the project

### Task 3.3 – Prepare Preliminary Design Report

CONSULTANT will prepare and submit to the CLIENT technical summaries to be assembled as sections of the PDR, where associated with the above, or other grading, paving and drainage improvements for the project. CONSULTANT will participate in the one (1) review meeting with PBCWUD.

### Task 4 – Site Survey

Survey Area Exhibit A-1 is illustrated below:



#### Task 4.1 – Boundary / Topographic Survey

The CONSULTANT will provide a site survey as identified herein.

- Field survey and Global Positioning System (GPS) shall be used for the establishment of Horizontal & Vertical Control Points within the Project Area. The establishment of the horizontal values for the control points shall be performed using Topcon Hyper VR GPS equipment on the Lengemann of Florida Statewide Network. Redundant observations shall be performed at each station and the mean value between the cumulative observations shall be published on or within the survey basemap. Data collection associated with the acquisition of topographic survey information depicting existing conditions, improvements, facilities and the associated topographic spot elevations will be performed using a Topcon Robotic Total Station based on the establishment of the above referenced control points for the project. The vertical elevation values for each control point shall be performed with a ground-based level run between the two nearest Palm Beach County Published Benchmarks and referenced to the elevations as referenced on the Palm Beach County Control Stations Report. All benchmarks will have a written description within the .dwg file.
- The survey shall comply with applicable requirements of Chapter 5J-17 Florida Administrative Code and Chapter 472 Florida Statutes.
- The horizontal and vertical survey data collected shall be located and identified in the submitted Survey Drawing(s), including the location, elevation, dimension, and materials of all.
- Survey shall include locations of all boring locations and staked stream and/or wetlands delineation flagging (By others) as may be present within the limits of survey. Locations of borings and delineation flagging will be performed after completion of initial survey collection of data.
- Tract A, being the primary parcel for the existing water treatment facility, vertical elevation information shall be collected at varying intervals from 75 foot to 50 foot depending on the density of existing facilities within the survey work area to include pavement edges, parking area pavement edges, curbing, parking islands, sidewalks, pathways, driveways, fencing, gates, buildings, appurtenant facilities, above ground, visible and accessible piping, tanks, above ground, visible and accessible utilities to include sanitary, storm and water structures to include pipe material, size and invert elevations (Note: above ground, visible and accessible clean-outs, shall be located and depicted with a rim elevation only). This task also includes vertical elevation information to locate and depict the top of bank and edge of water for the existing “sludge pond” located on the north side of the primary water treatment facility. **Bottom of the sludge pond or soundings within, are excluded from this task.**
- Tract C, lying north and west of the primary entrance road, vertical elevation information shall be collected at 50 foot intervals to accurately depict existing conditions. This task includes the acquisition of top of bank, edge of water (if existing) and toe of slope and centerline of the existing north south running drainage swale.
- Tract C, lying south and east of the primary entrance road, vertical elevation information shall be collected at 75 foot intervals to accurately depict existing conditions to include fencing, gates, facilities if apparent and accessible, pathway or driveway edges to include material. This task includes the acquisition of top of bank, edge of water (if existing) and toe of slope and centerline of the existing north / south or east / west running drainage swales within the said portion of Tract C.

- For the access roadway to the existing WTP 8 facility, vertical elevation information shall be collected at fifty (50) foot intervals, for the back of sidewalk, edge of pavement, top of curb, flowline, edge of gutter, and the centerline.
- LWDD L-2 Canal right-of-way corridor vertical elevation information shall be collected at approximately eight (8) locations within the Survey Area to accurately depict existing conditions, including top of bank, edge of water, accessible and visible outfall pipes, headwalls, mitered ends, and the two (2) existing utility aerial crossings east of the existing WTP 8 access road crossing of the LWDD right-of-way.
- Vertical elevations, existing utility information and existing features shall be collected within the Eastern portion of the Jog Road right-of-way that lies within the Survey Area, from the eastern edge of pavement of Jog Road, to the eastern right-of-way line of same.
- The CONSULTANT shall locate, identify (if known) and depict all trees with a 4” diameter or greater at breast height lying within that portion of the survey work area for Tract A, all of Tract B, and all of Tract C, excluding that portion Tract C in the northeast corner thereof, that is part of the proposed Palm Beach County Park already surveyed and in the site planning process as a separate project. Please note that, as surveyors, we may not be aware of the type and species of certain trees. In this case, the tree shall be located and depicted with an unknown designation. As such, CLIENT may need to retain the services of a botanist or landscape architect to identify species unknown by the CONSULTANT or if a tree disposition plan becomes necessary or required by the regulating agency.
- Title Search: All rights-of-way and easements shall also be located and identified accordingly as described in a due-diligence Title Search performed by others. Costs for the Title Search will be billed as a direct expense.
- A continuous Digital Terrain Model (DTM) surface shall be prepared by the DESIGN-BUILDER depicting the limits of the collected topographic survey data.
- Elevations shall be tied to at least two (2) Palm Beach County Benchmarks located on or near the project site. A written description shall be included in the .dwg of all Palm Beach County Monuments that are used
- The CONSULTANT shall establish two (2) Permanent Benchmarks on the site, set in areas designated by PBCWUD or the CLIENT. Benchmarks shall be placed in locations not likely to be disturbed by future construction. Each benchmark shall have markings stating the horizontal and vertical control information at that location.
- Control points shall be placed by the CONSULTANT as needed within the proposed survey area at intervals necessary for continuous horizontal and vertical control to be conveniently maintained. Any new control points shall be provided on the submitted CAD Survey Drawing. New control points established by the CLIENT shall be set, to the extent practical, in areas which will not be disturbed by proposed construction. A control point table shall also be included in the .dwg file. The information included in this table shall be point #, Northing, Easting, Elevation and Description of each control point.
- The boundary plat for the subject site has been approved and accepted into the Public Records of Palm Beach County pursuant to Palm Beach County platting requirements as found in Palm Beach County Unified Land Development Code, Article 11, Chapter D, Section 1.B.7.i to conform to the State Plane Grid Coordinate System.

- Published positions for the boundary permanent reference monuments as established and depicted on the plat for the subject property by the CONSULTANT.
- All dimensions shown on the survey base map shall be ground distances. A scale factor for ground to grid shall be included on the cover of the survey map and be in accordance with the projections as shown on the record plat. The dimensions depicted on the survey map will match the distance pulled with a tape in the field.
- All survey data collection and electronic files shall be referenced and oriented to the specified coordinate system below:

Referenced Horizontal Datum	North American Datum of 1983 (NAD 83), Florida State Plane Coordinate System, Florida East Zone, scaled to ground
Referenced Vertical Datum	North American Vertical Datum (NAVD) of 1988

**Assumptions:**

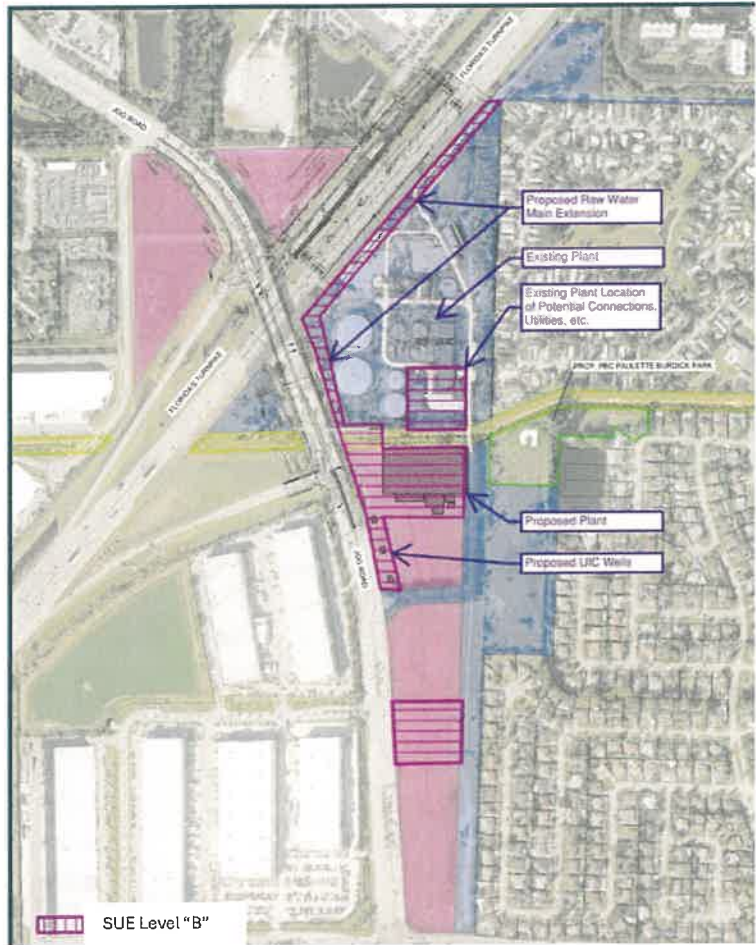
- Re-Platting is not included.
- Services of an arborist to identify existing trees labeled with Species and Diameter at Breast Height is not included in this scope of services.
- Task 4.1 includes vertical elevation acquisition to locate and depict the existing top of bank and edge of water for the existing “sludge pond” within the north side of the existing WTP 8 facility. Acquisition of elevations at the bottom of the sludge pond or any other soundings beyond the edge of water are not included as a part of this scope of services.

**Task 4.2 – Subsurface Utility Exploration**

Level C – Design Tickets and Records Research – The CONSULTANT shall identify the pertinent entities and prepare exhibits and distribute requests for existing facility locations and proposed improvements to the dry utilities providers (electric, gas, phone, CATV, traffic, etc.). The CONSULTANT shall coordinate and track the responses from the utility providers and incorporate the results onto the existing/proposed conditions plan in an attempt to minimize potential conflicts during the construction of the proposed reclaimed water main.

Level B – Scan and Sweep / Targeting – Prior to the topographic survey acquisition phase, the CONSULTANT shall coordinate with the Subsurface Utility Exploration (SUE) Sub-Consultant to scan the limits as designated in SUE Level “B” Area Exhibit A-2, using ground penetrating radar and other methods, as described in their proposal, to identify the approximate horizontal location of wet and dry utilities within the corridor. The results of the scanning efforts will be acquired and incorporated into the survey and appropriate construction plans. The associated coordination, survey acquisition and base map updates for up to 60 days of scanning / targeting has been included for this effort.

SUE Level “B” Area Exhibit A-2 is illustrated below:



Level A – Vacuum Excavations for Verification of Utility Locations – During the design phase it may be determined that additional information may be needed for specific utilities to confirm the location, acquire vertical elevations, confirm tie in locations, navigate critical crossings etc. The SUE sub-consultant shall provide vacuum excavations or soft digs to provide subsurface information at each of these locations based upon input from the entire design team and will provide exhibits for each soft dig to the CLIENT and CONSULTANT. The CONSULTANT shall field locate the soft digs both horizontally and vertically in order to identify and transfer the data to the survey and appropriate construction plan sheets. Collected field information and soft dig data will be included on the plans with an identification symbol and call-out for each location in the plan view accompanied by a referenced table specifying measured depth, size and material. Up to 60 soft digs have been included for this effort.

#### **Task 5 – Geotechnical Engineering Services**

The CONSULTANT shall coordinate soil boring needs with the CLIENT and Geotechnical sub-consultant. Following completion of the geotechnical field work and issuance of a Geotechnical testing report, the CONSULTANT shall review the report including any applicable recommendations and coordinate with the geotechnical sub-consultant as needed for modifications to any paving, grading and drainage design specifications, requirements and details prepared by the CONSULTANT.

## **Task 6 – Detailed Design Services**

The CONSULTANT shall conduct up to four (4) site visits throughout the duration of the project to confirm existing conditions and design assumptions.

### **Task 6.1 – Prepare 30% Contract Documents**

Construction plans will be prepared during this stage for preliminary site layout, including horizontal locations of major structures and buildings, roadways, parking areas, construction staging areas and stormwater retention / detention areas. Pipeline profiles, crossing information and detailed design will not be provided at this stage.

The following construction plans will be prepared for this submittal:

1. Cover Sheet (1 sheet, for permitting purposes)
2. General Notes (1 sheet, grading, paving, drainage, site/civil)
3. Geotechnical Soil Bore Plan and Profiles (2 sheets, soil bores and profiles by others)
4. LWDD Canal Cross Sections (2 sheets, up to 8 sections)
5. Existing Site Overall Plan (1 sheet)
6. Existing Site Enlarged Plans (8 sheets at a scale of 1" = 40')
7. Proposed Site Overall Plan (1 sheet)
8. Proposed Site Enlarged Plans (8 sheets at a scale of 1" = 40')
9. Grading, Paving and Drainage Key Sheet (1 sheet)
10. Grading, Paving and Drainage Plans (8 sheets at a scale of 1" = 20')
11. Mass Grading Plans (3 sheets at a scale of 1" = 50')
12. Grading, Paving and Drainage Details (5 sheets)
13. Drainage Swale Sections and Details (2 sheets)
14. Concentrate Pipeline Plan and Profile (3 sheets at a scale of 1" = 20')

In addition to construction plan preparation, the following items will be included with the 30% design:

1. Preliminary Surface Water Management System Calculations, as outlined in Tash 3.2 above.
2. Preliminary Cut / Fill Analysis – CONSULTANT will prepare Civil3D surface(s) of the proposed grading improvements and generate a volumetric surface comparing the proposed surface with the surface created from the topographic survey.
3. Provide a list of Specifications for components designed by CONSULTANT.

### **Task 6.2 – Prepare 60% Contract Documents**

Construction plans will be prepared during this stage for the final site layout, including horizontal locations of major structures and buildings, roadways, parking areas, construction staging areas, and stormwater retention/detention areas. The construction plans will be prepared at a level sufficient for submittal to regulatory agencies for Environmental Resource and Drainage permitting.

The following construction plans will be prepared/updated for this submittal:

1. Cover Sheet (minor updates only)
2. General Notes
3. Geotechnical Site Subsurface Profiles (minor updates only)
4. Test Hole Location Plans and Inventory Table (3 sheets)
5. LWDD Canal Cross Sections (minor updates only)

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6. Existing Site Overall Plan
7. Existing Site Enlarged Plans
8. Stormwater Pollution Prevention Plans and Details (3 sheets)
9. Proposed Site Overall Plan
10. Proposed Site Enlarged Plans
11. Grading, Paving and Drainage Plans
12. Mass Grading Plans
13. Grading, Paving and Drainage Details
14. Site Cross Sections (2 sheets)
15. Drainage Swale Sections and Details
16. Concentrate Pipeline Plan and Profile
17. Miscellaneous Civil Details (4 sheets)
18. Pavement Markings and Signage Plans and Details (3 sheets)
19. Temporary Access Plans (2 sheets)
20. Site Security Plan and Details (2 sheets)
21. Standard Details (3 sheets)

In addition to construction plan preparation, the following items will be included with the 60% design:

1. Surface Water Management System Calculations – update calculations, reports and analysis for submittal to regulatory agencies.
2. Hydraulic Pipe Sizing Analysis – hydraulic pipe sizing calculations for onsite drainage piping and preparation of drainage area map for permitting purposes.
3. Update Cut / Fill Analysis
4. Prepare a Summary of Quantities for improvements designed by CONSULTANT
5. Prepare Draft Specifications for components designed by CONSULTANT.

### **Task 6.3 – Prepare 90% Contract Documents**

Construction plans will be prepared during this stage for the final review from the PBCWUD. Construction plans will include updates based on regulatory agency comments for site / civil components.

The following construction plans will updated for this submittal:

1. General Notes (minor updates only)
2. Test Hole Location Plans and Inventory Table
3. Stormwater Pollution Prevention Plans and Details (minor updates only)
4. Proposed Site Overall Plan
5. Proposed Site Enlarged Plans
6. Grading, Paving and Drainage Plans
7. Mass Grading Plans
8. Grading, Paving and Drainage Details
9. Site Cross Sections
10. Drainage Swale Sections and Details
11. Concentrate Pipeline Plan and Profiles
12. Miscellaneous Civil Details
13. Pavement Markings and Signage Plans and Details (3 sheets)
14. Temporary Access Plans
15. Site Security Fence Plan and Details
16. Standard Details

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In addition to construction plan preparation, the following items will be included with the 90% design:

1. Update Hydraulic Pipe Sizing Analysis
2. Update Cut / Fill Analysis
3. Update Summary of Quantities
4. Update Specifications

#### **Task 6.4 - 100% Contract Documents**

CONSULTANT will address final comment provided by the CLIENT and PBCWUD during this stage.

#### **Task 7 – Permitting**

Upon receipt of the 60% review comments, the CONSULTANT shall prepare applications for specific regulatory agency review and permitting approvals as outlined in task 7.2 below.

#### **Task 7.2 Facilities Permitting**

1. Florida Department of Environmental Protection / National Pollutant Discharge Elimination System (NPDES)
2. South Florida Water Management District – Environmental Resource Permitting (ERP/Drainage)
3. Lake Worth Drainage District (Drainage)
4. Lake Worth Drainage District (Temporary Access)
5. Florida Department of Transportation (Drainage) (WTP No. 8 is adjacent to Florida's Turnpike, therefore required)
6. Palm Beach County Land Development (Drainage) (required as the site receives roadway runoff)
7. Palm Beach County Building Department (Drainage)
8. Federal Emergency Management Agency (Conditional Letter of Map Revision / C-LOMR)
  - a. The proposed WTP expansion is located in an existing flood zone, the C-LOMR is a pre-construction notification to FEMA that the floodplain within the site will be required to be remapped due to the proposed improvements.
9. Federal Emergency Management Agency (Letter of Map Revision / LOMR)
  - a. The LOMR is submitted to FEMA upon conclusion of construction confirming compliance with the C-LOMR application and remapping efforts.

The CONSULTANT's services during the permitting phase shall include the following, as needed:

- Attend pre-application meetings with the staff of each regulatory agency as required beyond the preliminary meetings.
- Attend meetings with each of the regulatory agencies during the review of the final permit applications as required.
- Track and monitor the permitting process.
- Respond to request(s) for additional information from each regulatory agency.
- Produce and distribute permitting status sheets at milestones or more frequently if requested by CLIENT. The permitting status sheet will include the permit number, regulatory contact, a permit

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expiration date, as well as a timeline of when applications, comments, and responses are submitted or approved.

- Provide CLIENT with one (1) set of approved permits and plans from each regulatory agency in hard and electronic copies, as may be applicable.
- Request permit extensions from regulatory agencies as needed throughout the duration of the project leading up to the commencement of construction.
- Associated permit application fees shall be determined by the regulatory agencies in coordination with the CONSULTANT and will be paid by PBCWUD.

### **Task 7.3 Zoning Division Development Review**

CONSULTANT will assist CLIENT and Planning consultant with the PBC Planning and Zoning approval process. This process will be led by the Planner, who will ultimately be responsible for Planning and Zoning applications, negotiations and approvals. The CONSULTANT's role will be limited to assisting the Planner and CLIENT with site civil related components towards this effort, including one (1) meeting with PBC Planning and Zoning Staff, modification to the proposed site layout to meet PBC Unified Land Development Code requirements.

### **Task 9 – Project Management**

#### **Task 9.1 Project and Quality Management**

The CONSULTANT shall actively manage their personnel towards the successful execution of the project. Project schedule coordination with the CLIENT is included in this task throughout the phase 1 pre-construction duration. This task also includes efforts required to invoice, compile reports, tables, receipts, and back up records in general compliance with applicable accounting and SBE requirements.

#### **Task 9.2 Project Meeting and Workshops**

- a. Kick-off Meeting – CONSULTANT will review meeting agenda, provided by CLIENT, attend the kickoff meeting and review meeting summary, provided by CLIENT. CONSULTANT will provide CLIENT with any comments or additions recommended for the meeting agenda and/or summary.
- b. Internal bi-weekly design coordination meetings/workshops (Task Force Meetings) – CONSULTANT will attend bi-weekly meetings during the design and facilities permitting portions of the project. It is assumed that forty (40) bi-weekly meetings, hosted online, will occur during the duration of this contract with one representative of this firm for two hours per meeting including preparation, meeting attendance and follow-up.
- c. Monthly progress meetings with PBCWUD – CONSULTANT's participation in monthly progress meetings will only occur when scope-specific items (scope-specific to CONSULTANT) are needed; therefore, up to two (2) meetings have been included.
- d. Technical Presentation Workshops – CONSULTANT will assist CLIENT in preparation of up to three (3) technical workshops related to the site / civil grading, paving and drainage components of the project, including preparation of slides, exhibits and agenda items related to CONSULTANT's scope of services.
- e. Review Workshops – Attendance for up to three (3) technical review workshops following the 30%, 60% and 90% design stages.

We truly appreciate this teaming opportunity and look forward to assisting you toward this project's successful completion.

Sincerely,



AMIR J KESHAVARZ  
2026.05.04 14:59:46  
-04'00'

Amir Keshavarz, P.E.  
Managing Director

CC: David Austin, Kiewit Water Facilities South

Task No.	Task Description	Principal	Senior Vice President	Project Director	Senior Project Manager	Project Manager	Principal Surveyor	Senior Project Engineer	Project Engineer	Project Surveyor	Senior Designer	Designer / CADD Technician	Intern	Survey Crew (3 Person)	Survey Crew (2 Person)	Senior Construction Manager	Construction Manager	Senior Field Representative	Field Representative	Contract Administrator	Utility / Permitting Coordinator	Clerical	Subtotal, Hours	Total Labor	Subconsultants	Expenses	Totals, Fee	
3	<b>Task 3 - Preliminary Design Services</b>																											
Task 3.1	Background Documentation, Historical Data and Record Drawing Review SFWMD, LWDD, FDOT, PBC Land Development, WUD records - coordinate with regulatory agency, review, add to base files, distribute to team. Utility Coordination - design ticket request information, add to base files, distribute to team.	2	4	4	20				40		40									12	16	12	150	\$ 26,778		\$ -	\$ 26,778	
Task 3.2	<b>PDR Development</b>																											
	Raw System evaluation and improvements																								\$ -	\$ -	\$ -	
	New Membrane Water Treatment Plant																								\$ -	\$ -	\$ -	
	New Degassifiers, Odor Control Bioscrubbers and Ancillary Infrastructure																								\$ -	\$ -	\$ -	
	New Clearwell and Transfer Pump Station																								\$ -	\$ -	\$ -	
	Existing Clearwell, High Service and Transfer Pump Station Rehabilitation and Improvements																								\$ -	\$ -	\$ -	
	Existing Chemical Systems																								\$ -	\$ -	\$ -	
	New Chemical Systems																								\$ -	\$ -	\$ -	
	General Site Civil Design Criteria	12			40				40														16	108	\$ 24,804		\$ 24,804	
	Turnpike Widening and Interchange at Jog Road Coordination with FDOT / Turnpike Authority and PBC Roadway for construction scheduling and sequencing of Turnpike Widening and Jog Road improvements that will impact the project site. Access and Temporary Construction Agreements, Temporary Construction Facilities within Project Site and potential cost-saving opportunities.	1	4	4	16																		4	29	\$ 8,019		\$ 8,019	
	<b>Preliminary Surface Water Management System Analysis &amp; Retention / Detention Siting Analysis</b> Stormwater attenuation and water quality treatment calculations for various options within the project site including ICPR modeling, nutrient loadings and floodplain compensating storage calculations: a. LWDD L-2 Canal Piping / Relocation - coordination, meetings, exhibits, presentation, etc. b. Maximize existing retention facilities - modify PBC Roadway hydraulic pipe sizing and ICPR hydrological modeling, coordination with PBC Roadway and SFWMD c. Utilization of other portions of Tract C or Tract B for storage.	8	12	16	80		16		80		52												12	276	\$ 61,980		\$ 61,980	
	Structural Design Criteria																								\$ -	\$ -	\$ -	
	Electrical Design Criteria																								\$ -	\$ -	\$ -	
	Instrumentation and Controls Design Criteria																								\$ -	\$ -	\$ -	
	Distribution System Evaluation and Improvements																								\$ -	\$ -	\$ -	
Task 3.2	Prepare PDR	1	1	1	4				12													8	27	\$ 5,106		\$ 5,106		
	<b>Task Subtotal</b>	<b>24</b>	<b>21</b>	<b>25</b>	<b>160</b>		<b>16</b>		<b>172</b>		<b>92</b>									<b>12</b>	<b>16</b>	<b>52</b>	<b>590</b>	<b>\$ 126,687</b>	<b>\$ -</b>	<b>\$ 126,687</b>		
4	<b>Task 4 -- Site Survey</b>																											
Task 4.1	Boundary / Topographic Survey	4	4	6	6	24	40		60	48	56	30	216	145						16	18	24	697	\$ 128,406		\$ 18,000.00	\$ 146,406	
Task 4.2	Subsurface Utility Exploration	1	2	4	6		12		20	40	12	4	104	70						8	10	16	309	\$ 57,177		\$ 2,000.00	\$ 59,177	
	<b>Task Subtotal</b>	<b>5</b>	<b>6</b>	<b>10</b>	<b>12</b>	<b>24</b>	<b>52</b>		<b>80</b>	<b>88</b>	<b>68</b>	<b>34</b>	<b>320</b>	<b>215</b>					<b>24</b>	<b>28</b>	<b>40</b>	<b>1006</b>	<b>\$ 185,583</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 205,583</b>		
5	<b>Task 5 - Geotechnical Engineering Services</b>																											
	Geo Technical Report Coordinate soil boring needs with Team, review soil bores and recommendations.			1	4				8															13	\$ 2,955		\$ -	\$ 2,955
	<b>Task Subtotal</b>			<b>1</b>	<b>4</b>				<b>8</b>															<b>13</b>	<b>\$ 2,955</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,955</b>
6	<b>Task 6 -- Detailed Design Services</b>																											
	Site Visits (up to four visits to confirm existing conditions and design assumptions)				8				16		8												4	36	\$ 6,744		\$ -	\$ 6,744

Task No.	Task Description	Principal	Senior Vice President	Project Director	Senior Project Manager	Project Manager	Principal Surveyor	Senior Project Engineer	Project Engineer	Project Surveyor	Senior Designer	Designer / CADD Technician	Intern	Survey Crew (3 Person)	Survey Crew (2 Person)	Senior Construction Manager	Construction Manager	Senior Field Representative	Field Representative	Contract Administrator	Utility / Permitting Coordinator	Clerical	Subtotal, Hours	Total Labor	Subconsultants	Expenses	Totals, Fee
<b>Task 6.1</b>	<b>Prepare 30% Contract Documents (Drawings and Specifications)</b>																										\$ -
	Cover Sheet (permitting purposes)				2				4		4												6	\$ 1,140	\$ -		\$ 1,140
	General Notes (1 sheet)				2				4		4												10	\$ 1,884	\$ -		\$ 1,884
	Geotechnical Soil Bore Plan and Profiles (2 sheets, profiles provided by others)				2				4		8												14	\$ 2,448	\$ -		\$ 2,448
	Test Hole Location Plans and Inventory Table (not included this phase)																						0	\$ -	\$ -		\$ -
	LWDD Canal Sections (2 sheets, up to 8 sections)				4				8		16												28	\$ 4,896	\$ -		\$ 4,896
	Existing Site Overall Plan	1		2	4				4		8												19	\$ 4,029	\$ -		\$ 4,029
	Existing Site Enlarged Plans ( 8 sheets at 1" = 40' scale)	2		4	8				24		40									4		4	86	\$ 15,354	\$ -		\$ 15,354
	Stormwater Pollution Prevention Plans (not included this phase)																						0	\$ -	\$ -		\$ -
	Proposed Site Overall Plan	1		2	2				6		12												23	\$ 4,389	\$ -		\$ 4,389
	Proposed Site Enlarged Plans ( 8 sheets at 1" = 40' scale)	2		4	12				32		60									4		4	118	\$ 20,814	\$ -		\$ 20,814
	Grading, Paving and Drainage Key Sheet				2						4												6	\$ 1,140	\$ -		\$ 1,140
	Grading, Paving and Drainage Plans (8 sheets at 1" = 20' scale)	2		4	20				64		64									4		4	162	\$ 29,634	\$ -		\$ 29,634
	Mass Grading Plans (3 sheets at 1" = 50' scale)	2		4	8				12		20												46	\$ 9,366	\$ -		\$ 9,366
	Grading, Paving and Drainage Details (5 sheets)	2			6				15		20												43	\$ 8,088	\$ -		\$ 8,088
	Site Cross Sections (not included this phase)																						0	\$ -	\$ -		\$ -
	Drainage Swale Sections and Details (2 sheets)			2	4				8		8												22	\$ 4,398	\$ -		\$ 4,398
	Concentrate Pipeline Plan and Profiles Sheets (3 sheets at 1" = 20' scale)	1		2	8				24		48									2		2	87	\$ 15,009	\$ -		\$ 15,009
	Miscellaneous Civil Details (not included this phase)																						0	\$ -	\$ -		\$ -
	Pavement Markings and Signage Plans and Details (not included this phase)																						0	\$ -	\$ -		\$ -
	Site Security Plan and Details (not included this phase)																						0	\$ -	\$ -		\$ -
	Standard Details (not included this phase)																						0	\$ -	\$ -		\$ -
	Preliminary Cut / Fill Analysis (Civil 3D Surface Model)	1		2	4				16														23	\$ 5,133	\$ -		\$ 5,133
	List of Specifications			1	2				4														7	\$ 1,635	\$ -		\$ 1,635
	<b>Task 6.1 Subtotal</b>	<b>14</b>		<b>27</b>	<b>90</b>				<b>225</b>		<b>316</b>									<b>14</b>		<b>14</b>	<b>700</b>	<b>\$ 129,357</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 130,357</b>
<b>Task 6.2</b>	<b>Prepare 60% Contract Documents (Drawings and Specifications)</b>																										\$ -
	Cover Sheet (permitting purposes)				1				4		2												3	\$ 570	\$ -		\$ 570
	General Notes (1 sheet)				2																		6	\$ 1,320	\$ -		\$ 1,320
	Geotechnical Soil Bore Plan and Profiles (2 sheets, profiles provided by others)				1						2												3	\$ 570	\$ -		\$ 570
	Test Hole Location Plans and Inventory Table (3 sheets)				2				6		18												30	\$ 5,436	\$ -		\$ 5,436
	LWDD Canal Sections (2 sheets, up to 8 sections)				1				2		4												7	\$ 1,455	\$ -		\$ 1,455
	Existing Site Overall Plan				1				2		4												7	\$ 1,455	\$ -		\$ 1,455
	Existing Site Enlarged Plans (8 sheets at 1" = 40' scale)				2				8		16												26	\$ 4,320	\$ -		\$ 4,320
	Stormwater Pollution Prevention Plans and Details (3 sheets)				1				2		4												29	\$ 4,917	\$ -		\$ 4,917
	Proposed Site Overall Plan				1				4		6												11	\$ 2,313	\$ -		\$ 2,313
	Proposed Site Enlarged Plans ( 8 sheets at 1" = 40' scale)	1			4				8		24												37	\$ 6,399	\$ -		\$ 6,399
	Grading, Paving and Drainage Plans (8 sheets at 1" = 20' scale)	2		8	20				54		54											4	146	\$ 27,624	\$ -		\$ 27,624
	Mass Grading Plans (3 sheets at 1" = 50' scale)	1		2	4				8		16												31	\$ 5,901	\$ -		\$ 5,901
	Grading, Paving and Drainage Details (5 sheets)				4				10		10												24	\$ 4,422	\$ -		\$ 4,422
	Site Cross Sections (2 sheets)	1		2	8				12		32												59	\$ 10,521	\$ -		\$ 10,521
	Drainage Swale Sections and Details (2 sheets)				4				4		6												14	\$ 2,742	\$ -		\$ 2,742
	Concentrate Pipeline Plan and Profiles Sheets (3 sheets at 1" = 20' scale)	1		2	8				24		48									2		2	87	\$ 15,009	\$ -		\$ 15,009
	Miscellaneous Civil Details (4 sheets)				1				12		24												41	\$ 7,083	\$ -		\$ 7,083
	Pavement Markings and Signage Plans and Details (3 sheets)	1		2	6				12		24											2	49	\$ 8,817	\$ -		\$ 8,817
	Temporary Access Plans (2 sheets)	2		2	8				8		20											2	44	\$ 8,460	\$ -		\$ 8,460
	Site Security Plan and Details (2 sheets)	1		1	2				8		12												24	\$ 4,446	\$ -		\$ 4,446
	Standard Details (3 sheets)				2				6		16												30	\$ 5,730	\$ -		\$ 5,730
	Update Cut / Fill Analysis (Civil 3D Surface Model)	1		1	4				8														14	\$ 3,330	\$ -		\$ 3,330
	Update Surface Water Management System Analysis for Permitting	1		2	16				32		12												67	\$ 13,725	\$ -		\$ 13,725
	Hydraulic Pipe Sizing Analysis for onsite drainage improvements				1				8														33	\$ 6,723	\$ -		\$ 6,723
	Summary of Quantities	1		4	12				32													2	53	\$ 11,511	\$ -		\$ 11,511
	Draft Specifications	1		4	16				48													2	73	\$ 15,639	\$ -		\$ 15,639
	<b>Task 6.2 Subtotal</b>	<b>14</b>		<b>40</b>	<b>154</b>				<b>328</b>		<b>376</b>									<b>18</b>		<b>18</b>	<b>948</b>	<b>\$ 180,438</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 181,438</b>

Task No.	Task Description	Principal	Senior Vice President	Project Director	Senior Project Manager	Project Manager	Principal Surveyor	Senior Project Engineer	Project Engineer	Project Surveyor	Senior Designer	Designer / CADD Technician	Intern	Survey Crew (3 Person)	Survey Crew (2 Person)	Senior Construction Manager	Construction Manager	Senior Field Representative	Field Representative	Contract Administrator	Utility / Permitting Coordinator	Clarial	Subtotal, Hours	Total Labor	Subconsultants	Expenses	Totals, Fee	
<b>Task 6.3</b>	<b>Prepare 90% Contract Documents (Drawings and Specifications)</b>																											
	General Notes (1 sheet)			1	2						2												5	\$ 1,173			\$ 1,173	
	Test Hole Location Plans and Inventory Table (3 sheets)				2				4		12												18	\$ 3,012				
	Stormwater Pollution Prevention Plans and Details (3 sheets)			1	2				2		4												9	\$ 1,827				
	Proposed Site Overall Plan			1	2				2		6												11	\$ 2,109				
	Proposed Site Enlarged Plans ( 9 sheets at 1" = 40' scale)	1		1	4				8		16												30	\$ 5,586			\$ 5,586	
	Grading, Paving and Drainage Plans (8 sheets at 1" = 20' scale)	2		4	14				36		24									2		2	84	\$ 16,590				
	Mass Grading Plans (3 sheets at 1" = 50' scale)	1		2	4				12		8									2		2	31	\$ 5,985			\$ 5,985	
	Grading, Paving and Drainage Details (5 sheets)				2				6		6												14	\$ 2,538			\$ 2,538	
	Site Cross Sections (2 sheets)			1	2				6		8												17	\$ 3,135				
	Drainage Swale Sections and Details (2 sheets)				2				4		4												10	\$ 1,884				
	Concentrate Pipeline Plan and Profiles Sheets (3 sheets at 1" = 20' scale)	1		1	4				6		12												24	\$ 4,650				
	Miscellaneous Civil Details (4 sheets)			1	2						4												7	\$ 1,455				
	Pavement Markings and Signage Plans and Details (3 sheets)				2						2												4	\$ 858			\$ 858	
	Temporary Access Plans (2 sheets)			1	2				4		4												11	\$ 2,199				
	Site Security Plan and Details (2 sheets)				2				4		8												14	\$ 2,448				
	Standard Details (3 sheets)				2				6		12												20	\$ 3,384				
	Update Hydraulic Pipe Sizing Analysis for onsite drainage improvements				2				4														6	\$ 1,320				
	Update Cut / Fill Analysis (Civil 3D Surface Model)				2				8														10	\$ 2,064			\$ 2,064	
	Summary of Quantities	1		1	16				24											2		2	46	\$ 10,230			\$ 10,230	
	Update Specifications	1			6				12														21	\$ 4,965			\$ 4,965	
	<b>Task 6.3 Subtotal</b>	<b>7</b>		<b>17</b>	<b>78</b>				<b>148</b>		<b>132</b>									<b>6</b>		<b>6</b>	<b>392</b>	<b>\$ 77,412</b>		<b>\$ 1,000</b>	<b>\$ 78,412</b>	
<b>Task 6.4</b>	<b>100% Contract Documents (Permit Ready Submittal)</b>	<b>8</b>		<b>20</b>					<b>32</b>		<b>48</b>											<b>108</b>	<b>\$ 21,480</b>			<b>\$ 21,480</b>		
	<b>Task Subtotal</b>	<b>43</b>		<b>84</b>	<b>348</b>				<b>749</b>		<b>860</b>									<b>38</b>		<b>42</b>	<b>2184</b>	<b>\$ 415,431</b>		<b>\$ 3,000</b>	<b>\$ 418,431</b>	
<b>7</b>	<b>Task 7 – Permitting</b>																											
<b>Task 7.1</b>	<b>Injection Well Permitting</b>																											
<b>Task 7.2</b>	<b>Facilities Permitting</b>																											
	FDEP - NPDES NOI				2				2														10	\$ 1,536			\$ 1,536	
	SFWMD - ERP	8			32				28		20									4	16	6	114	\$ 23,028			\$ 23,028	
	LWDD - Drainage	2			8				16		16									2	16	6	66	\$ 10,770			\$ 10,770	
	LWDD - Temporary Access				2				2														4	\$ 1,536			\$ 1,536	
	FDOT - Drainage				2				4														8	\$ 2,328			\$ 2,328	
	PBC Land Development - Drainage	2			8				12		8									2	8	2	42	\$ 7,722			\$ 7,722	
	PBC Building Department - Drainage	2			8				20		16									2	12	4	64	\$ 10,926			\$ 10,926	
	FEMA - C-LOMR	2			12				20		12									2	16	4	68	\$ 11,934			\$ 11,934	
	FEMA - LOMR				2				4														4	\$ 1,908			\$ 1,908	
<b>Task 7.3</b>	<b>Zoning Division Development Review</b>																											
	Dewatering																											
	Site Plan	8			16				8		20												4	4	60	\$ 12,672		\$ 12,672
	Building Department																											
	<b>Task Subtotal</b>	<b>24</b>			<b>92</b>				<b>116</b>		<b>92</b>									<b>12</b>	<b>92</b>	<b>34</b>	<b>462</b>	<b>\$ 84,360</b>		<b>\$ 1,000</b>	<b>\$ 85,360</b>	
<b>9</b>	<b>Task 9 – Project Management</b>																											
<b>Task 9.1</b>	<b>Project and Quality Management</b>	<b>18</b>		<b>27</b>	<b>36</b>																	<b>80</b>	<b>40</b>	<b>201</b>	<b>\$ 40,983</b>		<b>\$ 40,983</b>	
<b>Task 9.2</b>	<b>Project Meetings and Workshops</b>																											
	Kick-off Meeting	8		8	8																	2	2	28	\$ 8,292		\$ 8,292	
	Internal Meetings	8		20	60																	8	20	116	\$ 29,460		\$ 29,460	
	County Progress Migs	2		4	8				8														2	24	\$ 5,970		\$ 5,970	
	Technical Presentations	2		6	24				24														4	60	\$ 14,352		\$ 14,352	
	Review Workshops	2		6	24				24														4	60	\$ 14,352		\$ 14,352	
	<b>Task Subtotal</b>	<b>40</b>		<b>71</b>	<b>160</b>				<b>56</b>											<b>90</b>	<b>72</b>	<b>489</b>	<b>\$ 113,409</b>			<b>\$ 113,409</b>		
	<b>Labor Subtotal Hours</b>	<b>136</b>	<b>27</b>	<b>191</b>	<b>776</b>	<b>24</b>	<b>68</b>		<b>1101</b>	<b>80</b>	<b>1152</b>	<b>68</b>	<b>34</b>	<b>320</b>	<b>215</b>							<b>176</b>	<b>136</b>	<b>240</b>	<b>4744</b>			
	<b>Labor Raw Costs</b>	<b>\$ 125.00</b>	<b>\$ 120.00</b>	<b>\$ 105.00</b>	<b>\$ 96.00</b>	<b>\$ 82.00</b>	<b>\$ 70.00</b>	<b>\$ 70.00</b>	<b>\$ 62.00</b>	<b>\$ 60.00</b>	<b>\$ 47.00</b>	<b>\$ 40.00</b>	<b>\$ 25.00</b>	<b>\$ 75.00</b>	<b>\$ 60.00</b>	<b>\$ 60.00</b>	<b>\$ 50.00</b>	<b>\$ 47.00</b>	<b>\$ 42.00</b>	<b>\$ 50.00</b>	<b>\$ 35.00</b>	<b>\$ 28.00</b>						
	<b>Labor Multiplier</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	
	<b>Labor Rate</b>	<b>\$ 375.00</b>	<b>\$ 380.00</b>	<b>\$ 315.00</b>	<b>\$ 288.00</b>	<b>\$ 246.00</b>	<b>\$ 210.00</b>	<b>\$ 210.00</b>	<b>\$ 188.00</b>	<b>\$ 180.00</b>	<b>\$ 141.00</b>	<b>\$ 120.00</b>	<b>\$ 75.00</b>	<b>\$ 225.00</b>	<b>\$ 180.00</b>	<b>\$ 180.00</b>	<b>\$ 150.00</b>	<b>\$ 141.00</b>	<b>\$ 126.00</b>	<b>\$ 150.00</b>	<b>\$ 105.00</b>	<b>\$ 84.00</b>						
	<b>Labor Sub-Total</b>	<b>\$ 51,000</b>	<b>\$ 9,720</b>	<b>\$ 60,165</b>	<b>\$ 223,488</b>	<b>\$ 5,904</b>	<b>\$ 14,280</b>	<b>\$ -</b>	<b>\$ 204,786</b>	<b>\$ 14,400</b>	<b>\$ 162,432</b>	<b>\$ 8,160</b>	<b>\$ 2,550</b>	<b>\$ 72,000</b>	<b>\$ 38,700</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 26,400</b>	<b>\$ 14,280</b>	<b>\$ 20,160</b>					<b>\$ 928,425</b>	
	<b>Sub Consultant Labor Total</b>																											
	<b>Sub Consultant Multiplier</b>																											
	<b>Subcontract Total</b>																											
	<b>Expenses Total</b>																										<b>\$ 24,000</b>	
	<b>Project Total</b>																										<b>\$ 952,425</b>	

<i>Reimbursable / Direct Expenses</i>	<i>Rates</i>
8½" x 11" Prints / Copies (black/white)	\$ 0.25
8½" x 11" Prints / Copies (color)	\$ 1.00
11" x 17" Prints / Copies (black/white)	\$ 0.50
11" x 17" Prints / Copies (color)	\$ 1.00
24" x 36" Prints / Copies (black/white)	\$ 1.50
24" x 36" Prints / Copies (color)	\$ 3.50
Mileage (in accordance with IRS Rates)	\$ 0.725
Bond Copies By Vendor (Billed at Cost - Vendor invoices to be provided when billed)	As Invoiced by Vendor
Deliveries / Courier Service By Vendor (Billed at Cost - Vendor invoices to be provided when billed)	As Invoiced by Vendor
Title Search By Approved Vendor (Billed at Cost - Vendor invoices to be provided when billed)	As Invoiced by Vendor

Projected Reimbursable Expenses	Projected Quantity	Unit Cost	Projected Cost
<b>DIRECT EXPENSES</b>			
1 8½" x 11" Prints / Copies (black/white)	740	\$ 0.25	\$ 185.00
2 8½" x 11" Prints / Copies (color)	200	\$ 1.00	\$ 200.00
3 11" x 17" Prints / Copies (black/white)	600	\$ 0.50	\$ 300.00
4 11" x 17" Prints / Copies (color)	200	\$ 1.00	\$ 200.00
5 24" x 36" Prints / Copies (black/white)	1200	\$ 1.50	\$ 1,800.00
6 24" x 36" Prints / Copies (color)	400	\$ 3.50	\$ 1,400.00
6 Mileage (in accordance with IRS Rates)	1400	\$ 0.725	\$ 1,015.00
7 Bond Copies By Vendor (Billed at Cost - Vendor invoices to be provided when billed)	1000	Est. Invoiced Cost	\$900.00
8 Deliveries / Courier Service By Vendor (Billed at Cost - Vendor invoices to be provided when billed);	40	Est. Invoiced Cost	\$2,000.00
9 Title Search	1	Allowance	\$16,000.00
<b>Total Projected As Needed Reimbursable Expenses</b>			<b>\$24,000.00</b>



March 25, 2026

**Hazen and Sawyer**  
2101 NW Corporate Blvd., Suite 301  
Boca Raton, FL 33431

**Attention: Jayson J. Page, PE**  
Mobile: (954) 734-0875  
Email: [jpage@hazenandsawyer.com](mailto:jpage@hazenandsawyer.com)

**Subject: Proposal for Geotechnical Engineering Services**  
**Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build**  
**PBCWUD Project No.: 25-034**  
**Palm Beach County, Florida**  
**WIRX Proposal No.: 25-P-092**

Dear Jayson J. Page, PE,

WIRX Engineering, LLC (WIRX) is pleased to submit this proposal for the above-referenced project. We understand that the project includes the design of a new 30 MGD membrane nanofiltration process and all associated components to produce regulatorily compliant finished water (e.g., stable, in compliance with per- and polyfluoroalkyl substances (PFAS) regulation), which will be construct on or near the existing Palm Beach County Water Treatment No. 8. This proposal presents our proposed scope of work and establishes our schedule and fee for performing the work.

### **SCOPE OF SERVICES**

The proposed scope of work for the project consists of the following:

1. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes. In addition, a private underground utility locator will be retained to scan the proposed boring locations using ground penetrating radar (GPR) technology.
2. Mobilize a truck-mounted drill rig and personnel. We have assumed the proposed site is accessible with standard truck-mounted drilling equipment. Land clearing is not included in this scope of work.
3. Perform twenty-one (21) Standard Penetration Test (SPT) borings in accordance with ASTM D1586 as outlined in Table 1 below:

**Table 1 - Proposed Schedule of Borings**

Structure/Area	SPT Borings	Boring ID's
Membrane Building	Four (4) to 60 feet One (1) to 100 feet	SB-1 to SB-5
Clearwell / Degasifier Structure	Four (4) to 60 feet	SB-6 to SB-9
Odor Control Bioscrubbers	Four (4) to 30 feet	SB-10 to SB-13
Chemical Tank Farm	Two (2) to 15 feet	SB-14 to SB-15
Calcium Hydroxide Storage and Feed System	One (1) to 15 feet	SB-16
New Electrical Building	Two (2) to 15 feet	SB-17 to SB-18
Injection Wells	Three (3) to 15 feet	SB-19 to SB-21

4. Following completion of the drilling operations, the boreholes will be backfilled with grout.
5. Perform two (2) field permeability tests (ET-1 & ET-2) to depths of 15 feet in general accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV.
6. Visually classify the collected soil samples using the Unified Soil Classification System (USCS). Assign and perform a series of laboratory tests to ascertain soil index properties (moisture content, organic content, grain size, and percent fines) for the soils encountered in the borings. All tests will be performed in accordance with the relevant American Society for Testing and Materials (ASTM) test methods. In addition, select soil samples will be tested for corrosion parameters (pH, resistivity, chloride, and sulfate) in accordance with FDOT's Florida Methods (FM). The estimated quantities are summarized in Table 2 below:

**Table 2 - Proposed Lab Testing Schedule**

Laboratory Test	Frequency	Total # of Tests
Moisture Content	2 per boring	42
Organic Content	1 per boring	21
Fines Content	2 per boring	42
Sieve Analysis	1 per 2 borings	11
Corrosion Series	N/A	2

7. Prepare a Draft Geotechnical Engineering Report and Final Geotechnical Engineering Report presenting the findings of our explorations and tests, and our recommendations for the geotechnical aspects of the project.



Prior to the mobilization of the drilling equipment, WIRX will notify Sunshine State One-Call of Florida, Inc. (SSOCOF) of the planned exploration to allow affected utility companies the opportunity to mark the location of buried utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. WIRX cannot take responsibility for damage to private underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the Client prior to commencement of the fieldwork.

### **SCHEDULE/DELIVERABLES**

Weather conditions permitting, we will start the field exploration program within 6 weeks after receiving written authorization to proceed. We preliminarily estimate that our field work will have a duration of 3 weeks. Laboratory testing will require about 5 weeks to complete following completion of the field work. We expect to provide the final report signed and sealed by a registered professional engineer within 14 weeks; however, acceleration of this schedule may be facilitated, if needed.

### **COMPENSATION & TERMS**

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a lump sum fee of **\$111,373.58**, as outlined in Attachment W - Fee Breakdown. Our work will be performed in accordance with the General Terms and Conditions of our Master Agreement for Continuing Professional Services with Hazen.

### **CLOSURE**

WIRX appreciates the opportunity to provide our services for this project, and trusts that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,  
**WIRX Engineering, LLC**



**Andrew Nixon, P.E.**  
[AndrewNixon@wirxeng.com](mailto:AndrewNixon@wirxeng.com)  
Mobile: (561) 762-8918

Attachment: A – Fee Breakdown





Attachment W - Fee Breakdown

Geotechnical Engineering Services  
 Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
 PBCWUD Project No.: 25-034  
 WIRX Proposal No.: 25-P-092

	Qty	Unit	Unit Price	Total
<b>1.0 FIELD EXPLORATION</b>				
1.1 <u>Utility &amp; GPR Coordination/Supervision</u>				
1.1.1 Senior Engineer	8	Hour	\$ 188.67	\$ 1,509.36
1.1.2 Staff Engineer	24	Hour	\$ 144.00	\$ 3,456.00
1.1.3 GPR Survey	2	Day	\$ 2,000.00	\$ 4,000.00
1.2 <u>Equipment Mobilization</u>				
1.2.1 Drill Rig Mobilization	2	Mob	\$ 600.00	\$ 1,200.00
1.2.2 Drill Crew Support Truck	12	Day	\$ 250.00	\$ 3,000.00
1.3 <u>SPT Boring (8-15', 4-30', 8-60' &amp; 1 to 100')</u>				
1.3.1 SPT Boring - Truck (0-50 ft)	690	Foot	\$ 20.00	\$ 13,800.00
1.3.2 SPT Boring - Truck (50-100 ft)	130	Foot	\$ 24.00	\$ 3,120.00
1.3.3 Temporary Casing (0-50 ft)	690	Foot	\$ 11.00	\$ 7,590.00
1.3.4 Temporary (50-100 ft)	130	Foot	\$ 13.00	\$ 1,690.00
1.3.5 Borehole Grouting (0-50 ft)	690	Foot	\$ 7.00	\$ 4,830.00
1.3.6 Borehole Grouting (50-100 ft)	130	Foot	\$ 9.00	\$ 1,170.00
1.4 <u>Exfiltration Tests (2 to 15')</u>				
1.4.1 Auger Boring	30	Foot	\$ 13.00	\$ 390.00
1.4.2 Exfiltration Test	2	Each	\$ 500.00	\$ 1,000.00
1.4.3 Borehole Grouting (0-50 ft)	30	Foot	\$ 7.00	\$ 210.00
1.5 <u>Field Supervision &amp; Soil Classification (12 Days)</u>				
1.5.1 Staff Engineer	120	Hour	\$ 144.00	\$ 17,280.00
			<b>TOTAL FIELD WORK</b>	<b>\$ 64,245.36</b>
<b>2.0 LABORATORY TESTING SERVICES</b>				
2.1 Project Engineer Review & Lab Assignment	12	Hour	\$ 180.00	\$ 2,160.00
2.2 Moisture Content	42	Test	\$ 25.00	\$ 1,050.00
2.3 Organic Content	21	Test	\$ 65.00	\$ 1,365.00
2.4 Fines Content (-200)	42	Test	\$ 65.00	\$ 2,730.00
2.5 Sieve Analysis	11	Test	\$ 105.00	\$ 1,155.00
2.6 Corrosion Series	2	Test	\$ 280.00	\$ 560.00
			<b>TOTAL LABORATORY SERVICES</b>	<b>\$ 9,020.00</b>
<b>3.0 MEETINGS, PROFESSIONAL ENGINEERING AND REPORTING SERVICES</b>				
3.1 <u>Draft Geotechnical Engineering Report</u>				
3.1.1 Senior Engineer	24	Hour	\$ 188.67	\$ 4,528.08
3.1.2 Project Engineer	40	Hour	\$ 180.00	\$ 7,200.00
3.1.3 Staff Engineer	80	Hour	\$ 144.00	\$ 11,520.00
3.1.4 CAD Technician	24	Hour	\$ 114.00	\$ 2,736.00
3.1.5 Clerical	8	Hour	\$ 84.00	\$ 672.00
3.2 <u>Final Geotechnical Engineering Report</u>				
3.2.1 Senior Engineer	2	Hour	\$ 188.67	\$ 377.34
3.2.2 Project Engineer	4	Hour	\$ 180.00	\$ 720.00
3.2.3 Staff Engineer	12	Hour	\$ 144.00	\$ 1,728.00
3.2.4 CAD Technician	8	Hour	\$ 114.00	\$ 912.00
3.2.5 Clerical	2	Hour	\$ 84.00	\$ 168.00
3.3 <u>Meetings</u>				
3.3.1 Senior Engineer	40	Hour	\$ 188.67	\$ 7,546.80
			<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 38,108.22</b>
			<b>TOTAL AMOUNT</b>	<b>\$ 111,373.58</b>



March 27, 2026 // Revised April 10, 2026 // Revised April 29, 2026 // Revised May 7, 2026

**CLIENT:**

Mr. Jayson Page, PE, Vice President  
Hazen and Sawyer  
999 Ponce de Leon Boulevard, PH 1150  
Coral Gables, FL 33134  
305-443-4001  
[jpage@hazenandsawyer.com](mailto:jpage@hazenandsawyer.com)

**PROJECT:**

Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
1500 N Jog Rd, West Palm Beach, FL 33417  
REG Project No.: 26017

Dear Mr. Page:

**REG Architects, Inc.** (ARCHITECT) is pleased to present this AGREEMENT for architectural and/or engineering services for the Project referenced above.

**PROJECT DESCRIPTION & SCOPE OF WORK:**

The scope of work for this project includes the design of two new buildings located at the Palm Beach County Water Treatment Plant 8 facility:

- Main Warehouse building: Approximately 150' X 250' will contain approximately 28,000 SF of open warehouse space and chemical area. Plus, approximately 9,500 SF of space will be reserved for administrative functions like offices, restrooms, conference room, and kitchenette.
- Generator Building: Approximately 20' X 20' to house a new generator and corresponding electrical room.

Consulting services listed below are included as part of this Agreement. Consulting services not listed below, but necessary for the development of the above referenced Project shall be provided by the Client at their own expense or can be included as a supplemental service to this Agreement:

- None at this time.

**BASIC SERVICES:**

The basic scope of services for the project referenced above will be executed in the following phases:

**A. Preliminary/Conceptual Design:**

- Attend one (1) programming session/kick-off meeting.
- Review the program and other information furnished by the Client and perform a preliminary review of codes, and regulations applicable to the Project.



- Notify Client of any inconsistencies or restrictions discovered in the information that may affect the Project's program.
- Prepare conceptual design consisting of drawings, sketches, diagrams, and/or renderings illustrating the general idea, scale, massing, and relationship of the project components, for initial review and approval by Client.
- Provide up to two (2) subsequent revisions to conceptual design based on Client review and input.

**B. Schematic Design/Planning & Zoning Assistance:**

- Request written approval from Client to proceed with Schematic Design/Planning & Zoning Phase.
- Prepare Schematic Design Documents consisting of preliminary floor plans, elevations, and renderings, as required by local municipality, to be submitted for planning and zoning approval process.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Schematic Design Documents.
- Attend meetings and municipal hearings as required (max of 3 in-person meetings).
- Review and address comments, pertaining to the Architect's and our Consultant's scope of work, provided by local municipality as part of the planning and zoning approval process.
- The Architect is not responsible for submittal, applications, or fees, for planning and zoning process.
- Reviews, revisions, and updates provided by local municipality as part of the planning and zoning approval process will be provided for a maximum of 6 months from the date of the initial submittal package. If the approval process extends more than 6 months through no fault and/or control of the design team, the Architect reserves the right to additional compensation via an amendment to this contract.
- The Architect's drawings are limited and only part of a more comprehensive planning and zoning approval package that will be prepared and submitted by the Land Planning Consultant.

**C. Design Development (DD):**

- Request approval from local municipality's planning and zoning process, or request written approval from Client to proceed with Design Development Phase, at risk, prior to approval from planning and zoning process.
- Prepare Design Development Documents consisting of plans, sections, elevations, preliminary construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project. Update prior renderings if necessary.
- Specifications will be in the form of notes and details incorporated into the drawing sets.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Design Development documents.
- Attend virtual meetings as required (max of 3 in-person meetings).



- Provide Client with one digital copy of Design Development package for review and approval (printed reproductions can be provided and will be charged as reimbursables)

**D. Construction Documents (CD):**

- Obtain written approval from Client of Design Development documents in order to proceed with Construction Document Phase.
- Prepare Construction Documents consisting of drawings that illustrate and describe further development of the approved design and set forth in detail the quality levels, performance criteria of materials and systems, and other requirements for construction of the Project.
- Specifications will be in the form of notes and details incorporated into the drawing sets.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Construction Document set.
- Attend virtual meetings as required (max of 3 in-person meetings).
- Provide Client with one digital copy of Construction Documents package for review and approval.
- **Note: design changes requested in this phase shall be charged as supplemental services.**

**E. Permitting (P):**

- Provide copies of signed and sealed Construction Documents (digital or print as required by municipality) to Client, Client Representative or selected General Contractor for submittal to the local building department for review.
- The Architect is not responsible for submittal, applications, or fees, for permit process.
- Prepare responses and revise Construction Documents as a result from comments issued by governmental authorities having jurisdiction over the Project.

**EXCLUSIONS:**

The services listed below are not included in the Architect's Basic Services but may be required for the Project, unless otherwise specifically addressed in this Agreement. The Client and Architect agree that the services listed below are not being provided for the Project. The Client may elect to engage the Architect to provide any of the services listed below under the terms and conditions of the Supplemental Services section of this Agreement, or engage a third-party consultant, at his own expense, to provide such services.

- |   |   |
|---|---|
| 1. Programming  | 5. Development of Building Information Models for Post Construction Use |
| 2. Multiple Preliminary Designs                                 | 6. Value Analysis   |
| 3. Measured Drawings (As-Built)                                 | 7. Detailed Cost Estimating   |
| 4. Building Information Model (BIM) Management Responsibilities | 8. On-Site Project Representation                                       |
|   | 9. As-Designed Record Drawings  |



- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>10. As-Constructed Record Drawings</li> <li>11. Post Occupancy Evaluation</li> <li>12. Facility Support Services</li> <li>13. Tenant Related Services</li> <li>14. Low Voltage or Telecommunications/Data Design</li> <li>15. Security Evaluation, Planning, and Design</li> <li>16. Commissioning</li> <li>17. Sustainable Project Services (LEED or other “green” certification)</li> <li>18. Fast Track Design Services</li> <li>19. Multiple Bid Packages</li> <li>20. Historic Preservation Services</li> <li>21. Furniture, Furnishings, and Equipment Design and/or Procurement</li> <li>22. Interior Design</li> <li>23. Site Evaluation and Planning (Land Planner)</li> <li>24. Parking Garage Design/Consultant</li> <li>25. Civil Engineering</li> <li>26. Landscape/Hardscape Architecture</li> <li>27. Structural Engineering</li> <li>28. Mechanical Engineering</li> <li>29. Electrical Engineering</li> <li>30. Plumbing Engineering</li> </ul> | <ul style="list-style-type: none"> <li>31. Fire Protection Engineer</li> <li>32. Surveyor and/or Existing Facilities Surveys</li> <li>33. Geotechnical Engineering</li> <li>34. Marketing or Promotional Material</li> <li>35. Environmental Reports/Studies</li> <li>36. Traffic Engineering</li> <li>37. Product Notice of Acceptance (NOA) Testing or Engineering</li> <li>38. Energy Modeling (Beyond That Required By Code)</li> <li>39. Lighting Design (Theatrical or Specialty)</li> <li>40. Acoustical Design or Engineering</li> <li>41. Food Service Design</li> <li>42. Water Feature (Pool/Fountain) Design</li> <li>43. Laboratory or Field Testing</li> <li>44. Special Inspections</li> <li>45. Any Other Services, Phases or Disciplines Not Specifically Listed</li> <li>46. Changes To The Approved Drawings or Program</li> <li>47. Work Outside The Specified Project Area</li> <li>48. Building Permit Processing or Expediting</li> </ul> |
|---|--|

**BASIC SERVICES FEE:**

For these basic services outlined above, the fee is broken down as follows:

A. Preliminary/Conceptual Design	\$ 47,997.95
B. Schematic Design/Planning & Zoning Assistance	\$ 71,052.59
C. Design Development	\$ 95,291.47
D. Construction Documents	\$167,908.40
E. Permitting	\$ 9,434.91
Reimbursable Expense – Not to Exceed	\$ 2,000.00
<b>Total Fee:</b>	<b>\$393,685.32</b>



If this outline proposal is acceptable to you, please sign below and return to our office so we can schedule your work to begin upon receipt.

We thank you and your team for the opportunity to assist you with this great project.

Sincerely,  
**REG Architects, Inc.**



Rick Gonzalez, AIA  
President

Approved By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

cc: Manuel Ayala, AIA, Vice President/REG Architects, Inc.

enclosures: **Exhibit A** – REG Hourly Rate Sheet

REG/rg

**PALM BEACH COUNTY - WATER TREATMENT PLANT 8  
REG JOB NO. 26017 - MAY 2026  
Architectural Fee Summary Matrix**

	Principal Architect		Associate Architect		Senior Project Manager		Project Manager		Assistant Project Manager		CADD Technician		Administrative Assistant		Totals
Rate	\$275.00		\$250.01		\$185.01		\$175.00		\$159.99		\$119.98		\$85.01		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Fee
<b>PRELIMINARY DESIGN</b>															
Drawings & Reports		\$0.00		\$0.00		\$0.00	48	\$8,400.00	57	\$9,119.43	76	\$9,118.48		\$0.00	\$26,637.91
Coordination Meetings	8	\$2,200.00	8	\$2,000.08	16	\$2,960.16	16	\$2,800.00	16	\$2,559.84	16	\$1,919.68	4	\$340.04	\$14,779.80
Code Analysis	4	\$1,100.00	16	\$4,000.16	8	\$1,480.08		\$0.00		\$0.00		\$0.00		\$0.00	\$6,580.24
<b>Subtotal</b>	<b>12.00</b>	<b>\$3,300.00</b>	<b>24.00</b>	<b>\$6,000.24</b>	<b>24.00</b>	<b>\$4,440.24</b>	<b>64.00</b>	<b>\$11,200.00</b>	<b>73.00</b>	<b>\$11,679.27</b>	<b>92.00</b>	<b>\$11,038.16</b>	<b>4.00</b>	<b>\$340.04</b>	<b>\$47,997.95</b>
<b>SCHEMATIC DESIGN</b>															
Drawings		\$0.00		\$0.00	31.00	\$5,735.31	50.00	\$8,750.00	71.00	\$11,359.29	90.00	\$10,798.20		\$0.00	\$36,642.80
Coordination Meetings	8.00	\$2,200.00	8.00	\$2,000.08	16.00	\$2,960.16	16.00	\$2,800.00	16.00	\$2,559.84	16.00	\$1,919.68	4.00	\$340.04	\$14,779.80
PBC Review Comment	8.00	\$2,200.00	15.00	\$3,750.15	16.00	\$2,960.16	32.00	\$5,600.00	32.00	\$5,119.68		\$0.00		\$0.00	\$19,629.99
<b>Subtotal</b>	<b>16.00</b>	<b>\$4,400.00</b>	<b>23.00</b>	<b>\$5,750.23</b>	<b>63.00</b>	<b>\$11,655.63</b>	<b>98.00</b>	<b>\$17,150.00</b>	<b>119.00</b>	<b>\$19,038.81</b>	<b>106.00</b>	<b>\$12,717.88</b>	<b>4.00</b>	<b>\$340.04</b>	<b>\$71,052.59</b>
<b>DESIGN DEVELOPMENT</b>															
Drawings		\$0.00		\$0.00	60.00	\$11,100.60	65.00	\$11,375.00	85.00	\$13,599.15	130.00	\$15,597.40		\$0.00	\$51,672.15
Coordination Meetings	8.00	\$2,200.00	8.00	\$2,000.08	24.00	\$4,440.24	32.00	\$5,600.00	32.00	\$5,119.68	32.00	\$3,839.36	4.00	\$340.04	\$23,539.40
PBC Review Comment	16.00	\$4,400.00	8.00	\$2,000.08	16.00	\$2,960.16	32.00	\$5,600.00	32.00	\$5,119.68		\$0.00		\$0.00	\$20,079.92
<b>Subtotal</b>	<b>24.00</b>	<b>\$6,600.00</b>	<b>16.00</b>	<b>\$4,000.16</b>	<b>100.00</b>	<b>\$18,501.00</b>	<b>129.00</b>	<b>\$22,575.00</b>	<b>149.00</b>	<b>\$23,838.51</b>	<b>162.00</b>	<b>\$19,436.76</b>	<b>4.00</b>	<b>\$340.04</b>	<b>\$95,291.47</b>
<b>CONSTRUCTION DOCUMENTS</b>															
Drawings		\$0.00		\$0.00	80.00	\$14,800.80	150.00	\$26,250.00	180.00	\$28,798.20	220.00	\$26,395.60		\$0.00	\$96,244.60
Coordination Meetings	8.00	\$2,200.00	7.00	\$1,750.07	24.00	\$4,440.24	32.00	\$5,600.00	32.00	\$5,119.68	32.00	\$3,839.36	3.00	\$255.03	\$23,204.38
Quality Control Review	16.00	\$4,400.00	14.00	\$3,500.14	32.00	\$5,920.32	32.00	\$5,600.00	32.00	\$5,119.68	32.00	\$3,839.36		\$0.00	\$28,379.50
PBC Review Comment	16.00	\$4,400.00	8.00	\$2,000.08	16.00	\$2,960.16	32.00	\$5,600.00	32.00	\$5,119.68		\$0.00		\$0.00	\$20,079.92
<b>Subtotal</b>	<b>40.00</b>	<b>\$11,000.00</b>	<b>29.00</b>	<b>\$7,250.29</b>	<b>152.00</b>	<b>\$28,121.52</b>	<b>246.00</b>	<b>\$43,050.00</b>	<b>276.00</b>	<b>\$44,157.24</b>	<b>284.00</b>	<b>\$34,074.32</b>	<b>3.00</b>	<b>\$255.03</b>	<b>\$167,908.40</b>
<b>BIDDING &amp; PERMITTING</b>															
Permit Comment Review and Response		\$0.00		\$0.00	7.00	\$1,295.07	8.00	\$1,400.00	12.00	\$1,919.88		\$0.00		\$0.00	\$4,614.95
Bid RFI Review and Response		\$0.00		\$0.00	4.00	\$740.04	16.00	\$2,800.00	8.00	\$1,279.92		\$0.00		\$0.00	\$4,819.96
<b>Subtotal</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>11.00</b>	<b>\$2,035.11</b>	<b>24.00</b>	<b>\$4,200.00</b>	<b>20.00</b>	<b>\$3,199.80</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$9,434.91</b>
<b>REIMBURSABLE EXPENSES - Not to Exceed</b>															<b>\$2,000.00</b>
<b>REG Architects Total Design Fee:</b>															<b>\$393,685.32</b>

Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
Phase 1 Expenses - REG Architects

Reimbursable / Direct Expenses				Rates
8½" x 11" Prints / Copies (black/white)				\$ 0.25
8½" x 11" Prints / Copies (color)				\$ 1.00
11" x 17" Prints / Copies (black/white)				\$ 0.50
11" x 17" Prints / Copies (color)				\$ 1.00
24" x 36" Prints / Copies (black/white)				\$ 1.50
24" x 36" Prints / Copies (color)				\$ 3.50
Mileage (in accordance with IRS Rates)				\$ 0.73
Bond Copies By Vendor (Billed at Cost - Vendor invoices to be provided when billed)				As Invoiced by Vendor
Deliveries / Courier Service By Vendor (Billed at Cost - Vendor invoices to be provided when billed)				As Invoiced by Vendor
Title Search By Approved Vendor (Billed at Cost - Vendor invoices to be provided when billed)				As Invoiced by Vendor
Projected Reimbursable Expenses	Projected	Quantity	Unit Cost	Projected Cost
<b>DIRECT EXPENSES</b>				
1 8½" x 11" Prints / Copies (black/white)		100	\$ 0.25	\$ 25.00
2 8½" x 11" Prints / Copies (color)		200	\$ 1.00	\$ 200.00
3 11" x 17" Prints / Copies (black/white)		200	\$ 0.50	\$ 100.00
4 11" x 17" Prints / Copies (color)		380	\$ 1.00	\$ 380.00
5 24" x 36" Prints / Copies (black/white)		300	\$ 1.50	\$ 450.00
6 24" x 36" Prints / Copies (color)		200	\$ 3.50	\$ 700.00
7 Mileage (in accordance with IRS Rates)		200	\$ 0.73	\$ 145.00
12		1	Est. Invoiced Cost	
Total Projected As Needed Reimbursable Expenses				\$2,000.00

Revised 5/5/26



*HILLERS ELECTRICAL ENGINEERING, INC.*

March 24, 2026

Jayson J. Page, P.E.  
Vice President  
Hazen and Sawyer  
999 Ponce de Leon Blvd, PH 1150  
Coral Gables, FL 33134

Subject: PBCWUD No. 25-034: Palm Beach County Water Utility Department (PBCWUD) Water Treatment Plant No.8 Membrane Expansion Progressive Design-Build - Design Services Scope

Dear Jayson:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Hazen and Sawyer (Hazen) with this proposal for electrical, instrumentation and control (I&C), access control, and fire alarm system engineering services for the above-referenced project. Our proposal is based upon the Scope of Services "Water Treatment Plant No.8 Membrane Expansion Progressive Design-Build" between Kiewit Team (DESIGN-BUILDER and Hazen) and Palm Beach County Water Utilities (PBCWUD) - Owner.

The scope of services for this progressive design-build project includes a new 30 MGD membrane nanofiltration process and all associated components to produce regulatorily compliant finished water (e.g., stable, in compliance with per- and polyfluoroalkyl substances (PFAS) regulation) are to be constructed on or near the existing water treatment plant (WTP). Depending on the proposed location for the new 30 MGD membrane nanofiltration process buildings, HEE will coordinate with Florida Power and Light (FPL) and Owner for modifications to the existing FPL services and/or addition of new FPL services. HEE will perform onsite meetings with FPL and Owner, as necessary as part of the coordination efforts. HEE will provide electrical, I&C, access control, and fire alarm system engineering design services for the following:

- a. Pretreatment and chemical systems for conditioning of raw water for nanofiltration treatment, including booster pumping, if needed.
- b. Nanofiltration treatment system including feed pumping, permeate effluent and concentrate disposal.
- c. Post-treatment systems including degasification and chemical systems for conditioning of permeate water from nanofiltration treatment, including transfer pumping, if needed.
- d. Disinfection, high service pumping, and storage as necessary for distribution to the Owner's system.
- e. Concentrate disposal system including permitting of two Class I injection wells and one dual-zone monitoring well, and booster pumping, as needed. HEE will assist Hazen in evaluation of discharge to East Central Regional Water Reclamation Facility (ECRWRf) for electrical, instrumentation and control system impacts.
- f. Support other disciplines related to the 30 MGD membrane nanofiltration process to function as an integrated component of the overall facility.
- g. Design modifications of existing plant electrical systems as appropriate.
- h. Design modifications of existing PLC and SCADA system as appropriate.
- i. Design modification of the existing fire alarm system to interface the new facility,

unless a stand-alone system is desired by the Owner for the new 30 MGD membrane nanofiltration facility.

- j. Design for modification of the existing site access control system to integrate the new facility.
- k. Design emergency power system with new generators, portable generator lug boxes, for the new 30 MGD membrane nanofiltration facility.

Additionally, our scope will also include the following tasks:

**Task 1 – Pilot Testing:** HEE will not be involved in this task.

**Task 2 – Corrosion Control Testing:** See below subtasks.

Subtask 2.1 – Post Startup Water Quality Sampling Plan: HEE will not be involved in this subtask.

Subtask 2.2 – Distribution System Materials Scale Analysis: HEE will not be involved in this subtask.

Subtask 2.3 – Corrosion Control Bench-Scale Testing: HEE will not be involved in this subtask.

**Task 3 – Preliminary Design Report (30% Design):** See below subtasks.

Subtask 3.1 – Documentation, Historical Data and Record Drawing Review: HEE will perform site visits for field data collection, review existing documentation, historical data and record drawing.

Subtask 3.2 – PDR Development: HEE will perform preliminary design report (PDR) development relating to electrical, instrumentation and control, access control, and fire alarm disciplines.

Subtask 3.3 – Prepare Preliminary Design Report: HEE will submit draft PDR and final PDR. HEE will assist with the signed and sealed final PDR report to H&S.

**Task 4 – Site Survey:** See below subtasks.

Subtask 4.1 – Topographic Survey: HEE will not be involved in this subtask.

Subtask 4.2 – Subsurface Utility Exploration: HEE will not be involved in this subtask.

**Task 5 – Geotechnical Engineering Services:** HEE will not be involved in this task.

**Task 6 – Detailed Design Services:** See below subtasks.

Subtask 6.1 – Prepare 30% Contract Documents: HEE will provide 30% drawings and specifications relating to electrical, I&C, access control, and fire alarm disciplines. Attend 30% design review meeting with Hazen and Owner and incorporate comments.

Subtask 6.2 – Prepare 60% Contract Documents: HEE will provide 60% drawings and specifications relating to electrical, I&C, access control, and fire alarm disciplines. Attend 60% design review meeting with Hazen and Owner and incorporate comments.

Subtask 6.3 – Prepare 90% Contract Documents (Permit Review Submittal): HEE will provide 90% drawings and specifications relating to electrical, I&C, access control, and fire alarm disciplines. Attend 90% design review meeting with Hazen and Owner and incorporate comments.

Subtask 6.4 – Prepare 100% Contract Documents (Permit Ready Submittal): HEE will provide 100% signed and sealed plans and specifications (100% Permit Ready Submittal).

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The anticipated HEE drawing list for this project is:

<b>WTP 8 Membrane Expansion Progressive Design-Build Drawing List:</b>		
E-	1	ELECTRICAL LEGEND AND SYMBOLS
E-	2	ELECTRICAL GENERAL NOTES
E-	3	ELECTRICAL SITE PLAN - DEMOLITION
E-	4	ELECTRICAL OVERALL SITE PLAN
E-	5	ENLARGED ELECTRICAL SITE PLAN - SHEET 1
E-	6	ENLARGED ELECTRICAL SITE PLAN - SHEET 2
E-	7	ENLARGED ELECTRICAL SITE PLAN - SHEET 3
E-	8	ENLARGED ELECTRICAL SITE PLAN - SHEET 4
E-	9	ENLARGED ELECTRICAL SITE PLAN - SHEET 5
E-	10	ENLARGED ELECTRICAL SITE PLAN - SHEET 6
E-	11	EXISTING MAIN SWITCHBOARD SWBD-1 DEMOLITION ONE LINE
E-	12	EXISTING OZONE MCC-1 AND MCC-2 DEMOLITION ONE LINE
E-	13	EXISTING MCC-1A AND MCC-1B DEMOLITION ONE LINE
E-	14	EXISTING MCC-2A AND MCC-2B DEMOLITION ONE LINE
E-	15	EXISTING MCC-A DEMOLITION ONE LINE
E-	16	EXISTING 4MCC-1 AND 4MCC-2 DEMOLITION ONE LINE
E-	17	EXISTING APP-1 DEMOLITION ONE LINE
E-	18	EXISTING APP-2 DEMOLITION ONE LINE
E-	19	EXISTING PP-11 AND MCC-10 DEMOLITION ONE LINE
E-	20	EXISTING ELEVATION DIAGRAMS - SHEET 1
E-	21	EXISTING ELEVATION DIAGRAMS - SHEET 2
E-	22	PROPOSED ELECTRICAL ONE LINE DIAGRAM - SHEET 1
E-	23	PROPOSED ELECTRICAL ONE LINE DIAGRAM - SHEET 2
E-	24	PROPOSED ELECTRICAL ONE LINE DIAGRAM - SHEET 3
E-	25	PROPOSED ELECTRICAL ONE LINE DIAGRAM - SHEET 4
E-	26	MODIFIED SWBD-1 ONE LINE DIAGRAM
E-	27	MODIFIED SWBD-2 ONE LINE DIAGRAM
E-	28	REPLACEMENT SWBD-3 ONE LINE DIAGRAM
E-	29	MODIFIED MCC ONE LINE DIAGRAMS - SHEET 1
E-	30	MODIFIED MCC ONE LINE DIAGRAMS - SHEET 2
E-	31	PROPOSED ELEVATION DIAGRAMS - SHEET 1
E-	32	PROPOSED ELEVATION DIAGRAMS - SHEET 2
E-	33	ELECTRICAL SCHEMATIC DIAGRAM - SHEET 1
E-	34	ELECTRICAL SCHEMATIC DIAGRAM - SHEET 2
E-	35	ELECTRICAL SCHEMATIC DIAGRAM - SHEET 3
E-	36	ELECTRICAL SCHEMATIC DIAGRAM - SHEET 4
E-	37	ELECTRICAL SCHEMATIC DIAGRAM - SHEET 5
E-	38	COMMUNICATION RISER DIAGRAM
E-	39	I&C RISER DIAGRAM - SHEET 1
E-	40	I&C RISER DIAGRAM - SHEET 2
E-	41	I&C RISER DIAGRAM - SHEET 3
E-	42	POWER RISER DIAGRAM - SHEET 1
E-	43	POWER RISER DIAGRAM - SHEET 2
E-	44	POWER RISER DIAGRAM - SHEET 3
E-	45	POWER RISER DIAGRAM - SHEET 4
E-	46	MISCELLANEOUS RISER DIAGRAMS - SHEET 1
E-	47	MISCELLANEOUS RISER DIAGRAMS - SHEET 2

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E-	48	CCTV AND ACCESS CONTROL RISER DIAGRAMS
E-	49	PANELBOARD SCHEDULES - SHEET 1
E-	50	PANELBOARD SCHEDULES - SHEET 2
E-	51	PANELBOARD SCHEDULES - SHEET 3
E-	52	PANELBOARD SCHEDULES - SHEET 4
E-	53	LUMINARE SCHEDULE
E-	54	CIRCUIT SCHEDULE
E-	55	YARD CONDUIT SCHEDULE - SHEET 1
E-	56	YARD CONDUIT SCHEDULE - SHEET 2
E-	57	LIGHTING CONTROL DETAIL
E-	58	EXISTING CONTROL BUILDING - 1ST FLOOR DEMOLITION
E-	59	EXISTING CONTROL BUILDING - 2ND FLOOR ELECTRICAL ROOM DEMOLITION
E-	60	EXISTING CONTROL BUILDING - PUMP ROOM DEMOLITION
E-	61	PHOTOS - SHEET 1
E-	62	PHOTOS - SHEET 2
E-	63	EXISTING MAINTENANCE BUILDING - ELECTRICAL DEMOLITION
E-	64	EXISTING HYPO. BUILDING - ELECTRICAL DEMOLITION
E-	65	EXISTING FILTER ELECTRICAL ROOM - ELECTRICAL DEMOLITION
E-	66	EXISTING AIX BUILDING - ELECTRICAL DEMOLITION
E-	67	MISCELLANEOUS DEMOLITION - SHEET 1
E-	68	MISCELLANEOUS DEMOLITION - SHEET 2
E-	69	RAW WATER BOOSTER PUMP BUILDING - LIGHTING PLAN
E-	70	RAW WATER BOOSTER PUMP BUILDING - POWER PLAN
E-	71	RAW WATER BOOSTER PUMP BUILDING - ELECTRICAL PLAN
E-	72	RAW WATER BOOSTER PUMP BUILDING - ACCESS CONTROL PLAN
E-	73	RAW WATER BOOSTER PUMP BUILDING - GROUNDING PLAN
E-	74	PRESSURE FILTER SYSTEM - LIGHTING PLAN
E-	75	PRESSURE FILTER SYSTEM - POWER PLAN
E-	76	PRESSURE FILTER SYSTEM - ELECTRICAL PLAN
E-	77	PRESSURE FILTER SYSTEM - GROUNDING PLAN
E-	78	MEMBRANE BUILDING OVERALL PLAN
E-	79	MEMBRANE BUILDING - ENLARGED VIEW SHEET 1
E-	80	MEMBRANE BUILDING - ENLARGED VIEW SHEET 2
E-	81	MEMBRANE BUILDING - ENLARGED VIEW SHEET 3
E-	82	MEMBRANE BUILDING - ENLARGED VIEW SHEET 4
E-	83	MEMBRANE BUILDING - LIGHTING PLAN SHEET 1
E-	84	MEMBRANE BUILDING - LIGHTING PLAN SHEET 2
E-	85	MEMBRANE BUILDING - LIGHTING PLAN SHEET 3
E-	86	MEMBRANE BUILDING - LIGHTING PLAN SHEET 4
E-	87	MEMBRANE BUILDING - POWER PLAN SHEET 1
E-	88	MEMBRANE BUILDING - POWER PLAN SHEET 2
E-	89	MEMBRANE BUILDING - POWER PLAN SHEET 3
E-	90	MEMBRANE BUILDING - POWER PLAN SHEET 4
E-	91	MEMBRANE BUILDING - ELECTRICAL PLAN SHEET 1
E-	92	MEMBRANE BUILDING - ELECTRICAL PLAN SHEET 2
E-	93	MEMBRANE BUILDING - ELECTRICAL PLAN SHEET 3
E-	94	MEMBRANE BUILDING - ELECTRICAL PLAN SHEET 4
E-	95	MEMBRANE BUILDING - ACCESS CONTROL PLAN SHEET 1
E-	96	MEMBRANE BUILDING - ACCESS CONTROL PLAN SHEET 2

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E-	97	MEMBRANE BUILDING - GROUNDING PLAN SHEET 1
E-	98	MEMBRANE BUILDING - GROUNDING PLAN SHEET 2
E-	99	MEMBRANE CLEANING SYSTEM - LIGHTING PLAN
E-	100	MEMBRANE CLEANING SYSTEM - POWER PLAN
E-	101	MEMBRANE CLEANING SYSTEM - ELECTRICAL PLAN
E-	102	MEMBRANE CLEANING SYSTEM - GROUNDING PLAN
E-	103	CLEARWELL BUILDING - LIGHTING PLAN
E-	104	CLEARWELL BUILDING - POWER PLAN
E-	105	CLEARWELL BUILDING - ELECTRICAL PLAN
E-	106	CLEARWELL BUILDING - ACCESS CONTROL PLAN
E-	107	CLEARWELL BUILDING - GROUNDING PLAN
E-	108	DEGASIFIER SYSTEM - LIGHTING PLAN
E-	109	DEGASIFIER SYSTEM - POWER PLAN
E-	110	DEGASIFIER SYSTEM - ELECTRICAL PLAN
E-	111	ODOR SCRUBBER SYSTEM - LIGHTING PLAN
E-	112	ODOR SCRUBBER SYSTEM - POWER PLAN
E-	113	ODOR SCRUBBER SYSTEM - ELECTRICAL PLAN
E-	114	POST-TREATMENT BUILDING - LIGHTING PLAN
E-	115	POST-TREATMENT BUILDING - POWER PLAN
E-	116	POST-TREATMENT BUILDING - ELECTRICAL PLAN
E-	117	POST-TREATMENT BUILDING - ACCESS CONTROL PLAN
E-	118	POST-TREATMENT BUILDING - GROUNDING PLAN
E-	119	CHEMICAL BUILDING - LIGHTING PLAN - SHEET 1
E-	120	CHEMICAL BUILDING - LIGHTING PLAN - SHEET 2
E-	121	CHEMICAL BUILDING - POWER PLAN - SHEET 1
E-	122	CHEMICAL BUILDING - POWER PLAN - SHEET 2
E-	123	CHEMICAL BUILDING - ELECTRICAL PLAN SHEET 1
E-	124	CHEMICAL BUILDING - ELECTRICAL PLAN SHEET 2
E-	125	CHEMICAL BUILDING - ACCESS CONTROL PLAN
E-	126	CHEMICAL BUILDING - GROUNDING PLAN
E-	127	CONCENTRATE PUMP STATION - LIGHTING PLAN
E-	128	CONCENTRATE PUMP STATION - POWER PLAN
E-	129	CONCENTRATE PUMP STATION - ELECTRICAL PLAN
E-	130	CONCENTRATE PUMP STATION - ACCESS CONTROL PLAN
E-	131	CONCENTRATE PUMP STATION - GROUNDING PLAN
E-	132	GENERATOR BUILDING - LIGHTING PLAN
E-	133	GENERATOR BUILDING - POWER PLAN
E-	134	GENERATOR BUILDING - ELECTRICAL PLAN
E-	135	GENERATOR BUILDING - ACCESS CONTROL PLAN
E-	136	GENERATOR BUILDING - GROUNDING PLAN
E-	137	STORAGE TANKS - ELECTRICAL PLAN
E-	138	INJECTION WELL SYSTEM - LIGHTING PLAN
E-	139	INJECTION WELL SYSTEM - POWER PLAN
E-	140	INJECTION WELL SYSTEM - ELECTRICAL PLAN
E-	141	INJECTION WELL SYSTEM - GROUNDING PLAN
E-	142	MONITORING WELL SYSTEM - LIGHTING PLAN
E-	143	MONITORING WELL SYSTEM - POWER PLAN
E-	144	MONITORING WELL SYSTEM - ELECTRICAL PLAN
E-	145	MONITORING WELL SYSTEM - GROUNDING PLAN

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E-	146	MODIFIED TRANSFER PUMP STATION - POWER PLAN
E-	147	MODIFIED TRANSFER PUMP STATION - ELECTRICAL PLAN
E-	148	MODIFIED CONTROL BUILDING - LIGHTING PLAN
E-	149	MODIFIED CONTROL BUILDING - POWER PLAN
E-	150	MODIFIED CONTROL BUILDING - ELECTRICAL PLAN
E-	151	MODIFIED CONTROL BUILDING - HSP ROOM ELECTRICAL PLAN
E-	152	ELECTRICAL DETAILS - SHEET 1
E-	153	ELECTRICAL DETAILS - SHEET 2
E-	154	ELECTRICAL DETAILS - SHEET 3
E-	155	ELECTRICAL DETAILS - SHEET 4
E-	156	ELECTRICAL DETAILS - SHEET 5
E-	157	ELECTRICAL DETAILS - SHEET 6
E-	158	ELECTRICAL DETAILS - SHEET 7
E-	159	SITE PHOTOMETRIC PLAN - SHEET 1
E-	160	SITE PHOTOMETRIC PLAN - SHEET 2
E-	161	SITE PHOTOMETRIC PLAN - SHEET 3
E-	162	SITE PHOTOMETRIC PLAN - SHEET 4
E-	163	NEW PROCESS BUILDING - PHOTOMETRIC PLAN SHEET 1
E-	164	NEW PROCESS BUILDING - PHOTOMETRIC PLAN SHEET 2
E-	165	NEW PROCESS BUILDING - PHOTOMETRIC PLAN SHEET 3
E-	166	NEW PROCESS BUILDING - PHOTOMETRIC PLAN SHEET 4
E-	167	PRETREATMENT BUILDING - PHOTOMETRIC PLAN
E-	168	CLEARWELL BUILDING - PHOTOMETRIC PLAN
E-	169	POST-TREATMENT BUILDING - PHOTOMETRIC PLAN
E-	170	CHEMICAL BUILDING - PHOTOMETRIC PLAN - SHEET 1
E-	171	CHEMICAL BUILDING - PHOTOMETRIC PLAN - SHEET 2
E-	172	CONTRACTOR TEMPORARY POWER DETAILS - SHEET 1
E-	173	CONTRACTOR TEMPORARY POWER DETAILS - SHEET 2
I-	1	INSTRUMENTATION LEGEND AND SYMBOLS
I-	2	COMMUNICATION BLOCK DIAGRAMS - EXISTING
I-	3	COMMUNICATION BLOCK DIAGRAMS - PROPOSED
I-	4	P&ID - RAW WATER BOOSTER PUMPS AND AIR SCOUR SYSTEM - SHEET 1
I-	5	P&ID - RAW WATER BOOSTER PUMPS AND AIR SCOUR SYSTEM - SHEET 2
I-	6	P&ID - OVERALL PRESSURE FILTER SYSTEM
I-	7	P&ID - PRESSURE FILTER VESSEL NO.1 AND 2
I-	8	P&ID - PRESSURE FILTER VESSEL NO.3 AND 4
I-	9	P&ID - PRESSURE FILTER VESSEL NO.5 AND 6
I-	10	P&ID - BACKWASH SYSTEM
I-	11	P&ID - CARTRIDGE FILTER AND FEED WATER PANEL
I-	12	P&ID - OVERALL MEMBRANE SYSTEM
I-	13	P&ID - MEMBRANE SKID 1 - SHEET 1
I-	14	P&ID - MEMBRANE SKID 1 - SHEET 2
I-	15	P&ID - MEMBRANE SKID 2 - SHEET 1
I-	16	P&ID - MEMBRANE SKID 2 - SHEET 2
I-	17	P&ID - MEMBRANE SKID 3 - SHEET 1
I-	18	P&ID - MEMBRANE SKID 3 - SHEET 2
I-	19	P&ID - MEMBRANE SKID 4 - SHEET 1
I-	20	P&ID - MEMBRANE SKID 4 - SHEET 2

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I-	21	P&ID - MEMBRANE SKID 5 - SHEET 1
I-	22	P&ID - MEMBRANE SKID 5 - SHEET 2
I-	23	P&ID - MEMBRANE SKID 6 - SHEET 1
I-	24	P&ID - MEMBRANE SKID 6 - SHEET 2
I-	25	P&ID - MEMBRANE SKID 7 - SHEET 1
I-	26	P&ID - MEMBRANE SKID 7 - SHEET 2
I-	27	P&ID - MEMBRANE SKID 8 - SHEET 1
I-	28	P&ID - MEMBRANE SKID 7 - SHEET 2
I-	29	P&ID - MEMBRANE SKID 9 - SHEET 1
I-	30	P&ID - MEMBRANE SKID 9 - SHEET 2
I-	31	P&ID - CONCENTRATE PUMP STATION SYSTEM
I-	32	P&ID - MEMBRANE CLEANING SYSTEM
I-	33	P&ID - DEGASIFIER SYSTEM
I-	34	P&ID - ODOR CONTROL SYSTEM
I-	35	P&ID - TRANSFER PUMP SYSTEM
I-	36	P&ID - ANTISCALANT SYSTEM
I-	37	P&ID - SULFURIC ACID SYSTEM
I-	38	P&ID - SULFURIC ACID DILUTION SYSTEM
I-	39	P&ID - SODIUM HYDROXIDE SYSTEM
I-	40	P&ID - CORROSION INHIBITOR SYSTEM
I-	41	P&ID - AMMONIA SYSTEM
I-	42	P&ID - SODIUM HYPOCHLORITE SYSTEM
I-	43	P&ID - LIFT STATION
I-	44	P&ID - MODIFIED HIGH SERVICE PUMPS - SHEET 1
I-	45	P&ID - MODIFIED HIGH SERVICE PUMPS - SHEET 2
I-	46	P&ID - STORAGE TANK SYSTEM - SHEET 1
I-	47	P&ID - STORAGE TANK SYSTEM - SHEET 2
I-	48	P&ID - INJECTION WELL PLAN
I-	49	P&ID - MONITORING WELL PLAN
I-	50	P&ID - GENERATOR SYSTEM
I-	51	P&ID - FUEL SYSTEM
I-	52	P&ID - MISCELLANEOUS - SHEET 1
I-	53	P&ID - MISCELLANEOUS - SHEET 2
I-	54	P&ID - POWER MONITORING SYSTEM
I-	55	LIFT STATION CONTROL PANEL DETAILS
I-	56	LIFT STATION WIRING SCHEMATIC - SHEET 1
I-	57	LIFT STATION WIRING SCHEMATIC - SHEET 2
I-	58	INSTRUMENTATION LOOP DRAWINGS - SHEET 1
I-	59	INSTRUMENTATION LOOP DRAWINGS - SHEET 2
I-	60	INSTRUMENTATION LOOP DRAWINGS - SHEET 3
I-	61	INSTRUMENTATION LOOP DRAWINGS - SHEET 4
I-	62	INSTRUMENTATION LOOP DRAWINGS - SHEET 5
I-	63	INSTRUMENTATION LOOP DRAWINGS - SHEET 6
I-	64	INSTRUMENTATION LOOP DRAWINGS - SHEET 7
I-	65	INSTRUMENTATION LOOP DRAWINGS - SHEET 8
I-	66	INSTRUMENTATION LOOP DRAWINGS - SHEET 9
I-	67	INSTRUMENTATION LOOP DRAWINGS - SHEET 10
I-	68	CONTROL ROOM LAYOUT
I-	69	SERVER ROOM LAYOUT

I-	70	NETWORK RACK DETAILS
I-	71	NEW PLC PANEL DETAILS
I-	72	NEW RIO PANEL DETAILS
I-	73	EXISTING PLC PANEL MODIFICATIONS
I-	74	EXISTING RIO PANEL MODIFICATIONS
I-	75	INSTRUMENTATION DETAILS - SHEET 1
I-	76	INSTRUMENTATION DETAILS - SHEET 2
I-	77	INSTRUMENTATION DETAILS - SHEET 3
I-	78	INSTRUMENTATION DETAILS - SHEET 4
I-	79	INSTRUMENTATION DETAILS - SHEET 5
F-	1	FIRE ALARM LEGEND AND SYMBOLS
F-	2	FIRE ALARM COMMUNICATION DIAGRAM
F-	3	MEMBRANE BUILDING - FIRE ALARM PLAN SHEET 1
F-	4	MEMBRANE BUILDING - FIRE ALARM PLAN SHEET 2
F-	5	MEMBRANE BUILDING - FIRE ALARM PLAN SHEET 3
F-	6	MEMBRANE BUILDING - FIRE ALARM PLAN SHEET 4
F-	7	RAW WATER BOOSTER PUMP BUILDING - FIRE ALARM PLAN SHEET 1
F-	8	RAW WATER BOOSTER PUMP BUILDING - FIRE ALARM PLAN SHEET 2
F-	9	CHEMICAL BUILDING - FIRE ALARM PLAN SHEET 1
F-	10	CHEMICAL BUILDING - FIRE ALARM PLAN SHEET 2
F-	11	TRANSFER PUMP BUILDING - FIRE ALARM PLAN SHEET 1
F-	12	TRANSFER PUMP BUILDING - FIRE ALARM PLAN SHEET 2
F-	13	GENERATOR BUILDING - FIRE ALARM PLAN
F-	14	MISCELLANEOUS FIRE ALARM PLAN
F-	15	FIRE ALARM RISER DIAGRAMS - RAW WATER BOOSTER PUMP STATION
F-	16	FIRE ALARM RISER DIAGRAMS - MEMBRANE BUILDING - SHEET 1
F-	17	FIRE ALARM RISER DIAGRAMS - MEMBRANE BUILDING - SHEET 2
F-	18	FIRE ALARM RISER DIAGRAMS - MEMBRANE BUILDING - SHEET 3
F-	19	FIRE ALARM RISER DIAGRAMS - TRANSFER PUMP BUILDING
F-	20	FIRE ALARM RISER DIAGRAMS - MISCELLANEOUS - SHEET 1
F-	21	FIRE ALARM RISER DIAGRAMS - MISCELLANEOUS - SHEET 2
F-	22	FIRE ALARM SCHEDULE - RAW WATER BOOSTER PUMP STATION - SHEET 1
F-	23	FIRE ALARM SCHEDULE - RAW WATER BOOSTER PUMP STATION - SHEET 2
F-	24	FIRE ALARM SCHEDULE - MEMBRANE BUILDING - SHEET 1
F-	25	FIRE ALARM SCHEDULE - MEMBRANE BUILDING - SHEET 2
F-	26	FIRE ALARM SCHEDULE - MEMBRANE BUILDING - SHEET 3
F-	27	FIRE ALARM SCHEDULE - MEMBRANE BUILDING - SHEET 4
F-	28	FIRE ALARM SCHEDULE - TRANSFER PUMP BUILDING - SHEET 1
F-	29	FIRE ALARM SCHEDULE - TRANSFER PUMP BUILDING - SHEET 2
F-	30	FIRE ALARM SCHEDULE - MISCELLANEOUS - SHEET 1
F-	31	FIRE ALARM SCHEDULE - MISCELLANEOUS - SHEET 2
F-	32	FIRE ALARM SCHEDULE - MISCELLANEOUS - SHEET 3
F-	33	FIRE ALARM SCHEDULE - MODIFIED CONTROL BUILDING
F-	34	FIRE ALARM SCHEDULE - MODIFIED CONTROL BUILDING
F-	35	FIRE ALARM DETAILS - SHEET 1
F-	36	FIRE ALARM DETAILS - SHEET 2
F-	37	FIRE ALARM DETAILS - SHEET 3

**Task 7 – Permitting:** See below subtasks.

Subtask 7.1 – Injection Well Permitting: HEE will assist with injection well permitting relating to the electrical, instrumentation and control disciplines.

Subtask 7.2 – Facilities Permitting: HEE will assist with facilities permitting relating to the electrical, instrumentation and control disciplines.

Subtask 7.3 – Zoning Division Development Review: HEE will assist with zoning division development review relating to the electrical, instrumentation and control disciplines.

**Task 8 – Pre-Construction Services:** See below subtasks.

Subtask 8.1 – Pre-Construction Management and Administration: HEE will have limited involvement with this task. HEE will attend pre-construction meetings, response to RFI's, assist with technical risk log, etc.

Subtask 8.2 – Design and Constructability Reviews: HEE will have limited involvement with this task. HEE will response to design and constructability reviews and assist with DESIGN-BUILDER team with feasibility, safety, quality, etc. as applicable.

Subtask 8.3 – Cost Modeling and Estimates: HEE will have limited involvement with this task. HEE will provide input to the DESIGN-BUILDER for cost modeling and estimating as applicable. HEE assumes the DESIGN-BUILDER will perform all cost estimates and modelling.

Subtask 8.4 – Scheduling: HEE will have limited involvement with this task. HEE provide input to the DESIGN-BUILDER for developing schedule relating to the electrical, I&C, access control, and fire alarm disciplines. HEE assumes the DESIGN-BUILDER will prepare all schedules related to the project.

Subtask 8.5 – Subcontractor Outreach: HEE has no involvement with this subtask.

**Task 9 – Project Management:** See below subtasks.

Subtask 9.1 – Project and Quality Management: HEE will have limited involvement with this task. HEE will attend the coordination meeting for project quality management, as applicable. HEE provide input to the DESIGN-BUILDER for monthly reports relating to the electrical, I&C, access control, and fire alarm disciplines.

Subtask 9.2 – Project Meetings and Workshops:

- a. Kick-off Meeting: HEE will attend one kick-off meeting.
- b. Internal biweekly design coordination meetings/workshops (Task Force Meetings): HEE will participate in biweekly internal multi-disciplinary meetings, as applicable.
- c. Monthly progress meetings with COUNTY: HEE will attend limited monthly progress meetings with COUNTY when requested by DESIGN-BUILDER team.
- d. Technical Presentation Workshops: HEE will attend technical presentation workshops, as applicable.
- e. Review Workshops: HEE will attend review workshops, as applicable.

**Assumptions:**

- H&S will provide background files in AutoCAD format to HEE. Hillers will not be using Revit software. HEE will develop drawings using AUTOCAD software
- Engineering and design relating to raw water wells, including new raw water wells and rehab of existing wells are not included in this scope; any engineering and design scope related to raw water supply is determined to be necessary after the final preliminary design report is reviewed and evaluated will require a contract amendment to include

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as part of this project

- Engineering and design relating to fiber optic or radio communication for new and/or modification to existing wells is not included in this scope; any engineering and design scope related to fiber optic or radio communications to raw water wells is determined to be necessary after the final preliminary design report is reviewed and evaluated will require a contract amendment to include as part of this project
- Programming of SCADA interfaces (HMI, touchscreen) and programming of programmable logic controllers (PLC) is not part of Phase 1 and is not included in this scope of work.
- Construction services are not part of Phase 1 and is not included in this scope of work.

Our proposed not-to-exceed fee for Phase 1 Engineering Services is \$1,608,530.30 as per the attached fee breakdown sheet.

HEE wishes to thank Kiewit and Hazen for the opportunity to provide this proposal. Please do not hesitate to call me if you have any questions regarding this proposal or any other related matter.

Sincerely,



Thein Win, P.E.

Senior Vice President

Hillers Electrical Engineering, Inc.

561-451-9165 x225

<b>Palm Beach County Water Utilities Department</b>											
<b>Contract for Consulting/Professional Services Water Treatment Plant No.8 Membrane Expansion Progressive Design-Build</b>											
<b>Resolution No. Contract Dated</b>											
<b>Consultant Services Authorization:</b>											
<b>Subconsultant: Hillers Electrical Engineering, Inc.</b>											
<b>Project Title: Water Treatment Plant No.8 Membrane Expansion Progressive Design-Build</b>											
<b>PBCWUD Project No.: 25-034</b>											
<b>HILLERS ELECTRICAL ENGINEERING, INC.</b>											
<b>Scope Fee Breakdown - Design Services</b>											
<b>Date: 3/27/2026</b>											
	Raw Rate	\$84.00	\$69.00	\$55.00	\$47.00	\$55.00	\$52.00	\$47.00			
	Multiplier	2.89	2.99	2.99	2.99	2.99	2.99	2.99			
	Base Rate	\$251.16	\$206.31	\$164.45	\$140.53	\$164.45	\$155.48	\$140.53			
		Proj. Man.	Profess Eng.	Lead Eng.	CADD/ Technician	Programmer	Const. Coordinator	Admin. Assist.	SUBTOTAL	TASK	TOTAL
PHASE OF WORK		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	COST	COST
<b>Task 1 - Pilot Testing</b>											
Engineering Hours		0	0	0					0	\$0.00	\$0.00
<b>Task 2 - Corrosion Control Testing</b>											
<b>Task 2.1 - Post Startup Water Quality Sampling Plan</b>											
		0	0	0					0	\$0.00	\$0.00
<b>Task 2.2 - Distribution System Materials Scale Analysis</b>											
		0	0	0					0	\$0.00	\$0.00
<b>Task 2.3 - Corrosion Control Bench-Scale Testing</b>											
		0	0	0					0	\$0.00	\$0.00
<b>Task 3 - Preliminary Design Report (30% Design)</b>											
<b>Task 3.1 - Documentation, Historical Data and Record Drawing Review</b>											
		16	36	36					88	\$17,365.92	\$17,365.92
<b>Task 3.2 - PDR Development</b>											
		8	16	16	24				64	\$11,314.16	\$11,314.16
<b>Task 3.3 - Prepare Preliminary Design Report</b>											
Draft PDR		28	82	86	124			28	358	\$61,097.66	\$61,097.66
Final PDR		24	44	48	92			20	228	\$38,738.44	\$38,738.44
Signed and Sealed Hard Copies			8	2				4	14	\$2,541.50	\$2,541.50
<b>Task 4 - Site Survey</b>											
<b>Task 4.1 - Topographic Survey</b>											
		0	0	0					0	\$0.00	\$0.00
<b>Task 4.2 - Subsurface Utility Exploration</b>											
		0	0	0					0	\$0.00	\$0.00
<b>Task 5 - Geotechnical Engineering Services</b>											
<b>Geotechnical Report</b>											
		0	0	0					0	\$0.00	\$0.00
<b>Task 6 - Detailed Design Services</b>											
<b>Task 6.1 - Prepare 30% Contract Documents</b>											
<b>30% Design Electrical, Access Control, Security Drawings</b>											
		48	96	108	120				372	\$66,485.64	\$66,485.64
<b>30% Design Instrumentation and Controls Drawings</b>											
		56	86	98	96				336	\$61,414.60	\$61,414.60
<b>30% Design Fire Alarm Drawings</b>											
		42	72	82	88				284	\$51,254.58	\$51,254.58
<b>30% Electrical Specifications</b>											
		16	36	68				24	144	\$26,001.04	\$26,001.04
<b>30% Instrumentation and Controls Specifications</b>											
		16	32	48				12	108	\$20,200.44	\$20,200.44
<b>30% Fire Alarm Specifications</b>											
		12	16	24				6	58	\$11,104.86	\$11,104.86
<b>Task 6.2 - Prepare 60% Contract Documents</b>											
<b>60% Design Electrical, Access Control, Security Drawings</b>											
		96	244	220	288				848	\$151,102.64	\$151,102.64
<b>60% Design Instrumentation and Controls Drawings</b>											
		88	164	208	240				700	\$123,869.72	\$123,869.72
<b>60% Design Fire Alarm Drawings</b>											
		72	96	96	120				364	\$70,540.08	\$70,540.08

<b>PBCWUD Project No.: 25-034</b>										
<b>HILLERS ELECTRICAL ENGINEERING, INC.</b>										
<b>Scope Fee Breakdown - Design Services</b>										
<b>Date: 3/27/2026</b>										
	Raw Rate	\$84.00	\$69.00	\$55.00	\$47.00	\$55.00	\$52.00	\$47.00		
	Multiplier	2.99	2.99	2.99	2.99	2.99	2.99	2.99		
	Base Rate	\$251.16	\$206.31	\$164.45	\$140.53	\$164.45	\$155.48	\$140.53		
		Proj. Man.	Profess Eng.	Lead Eng.	CADD/ Technician	Programmer	Const. Coordinator	Admin. Assist.	SUBTOTAL	TASK
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	TOTAL
									COST	COST
60% Electrical Specifications	12	36	72					24	144	\$25,654.20
60% Instrumentation and Controls Specifications	12	32	48					16	108	\$19,757.92
60% Fire Alarm Specifications	10	16	24					6	56	\$10,602.54
<b>Task 6.3 - Prepare 90% Contract Documents</b>										<b>\$475,840.56</b>
90% Design Electrical, Access Control, Security Drawings	128	268	368	296					1060	\$189,554.04
90% Design Instrumentation and Controls	124	224	248	256					852	\$154,116.56
90% Design Fire Alarm	72	88	88	96					344	\$64,201.28
90% Electrical Specifications	16	48	88					20	172	\$31,203.64
90% Instrumentation and Controls Specifications	16	48	56					16	136	\$25,379.12
90% Fire Alarm Specifications	12	16	24					8	60	\$11,385.92
<b>Task 6.4 - Prepare 100% Contract Documents (Permit Ready Submittal)</b>										<b>\$99,674.64</b>
100% Design Drawings	64	96	96	188					444	\$78,086.84
100% Design Specifications	16	36	48					16	116	\$21,587.80
<b>Task 7 - Permitting</b>										
<b>Task 7.1 - Injection Well Permitting</b>										<b>\$50,913.72</b>
FDEP Permit	4	16	12	16					48	\$8,527.48
<b>Task 7.2 - Facilities Permitting</b>										
Permit Sign/seal	4	16	12	16					48	\$8,527.48
Response to Comments	16	48	48	56				8	176	\$30,808.96
<b>Task 7.3 - Zoning Division Development Review</b>										
Preparation application (assistance)	4	4	4	4					16	\$3,049.80
<b>Task 8 - Pre-Construction Services</b>										<b>\$35,939.80</b>
Task 8.1 - Pre-Construction Management and Administration	0	4	4						8	\$1,483.04
Task 8.2 - Design and Constructability Reviews	4	4	4	4					16	\$3,049.80
Preliminary Constructability Review Workshop - 30% Design	4	8	8	8					28	\$5,094.96
Draft and Final Constructability Review Report/DART log sub - 60% Design	8	16	16	16					56	\$10,189.92
Task 8.3 - Cost Modeling and Estimates	4	28	28	16					76	\$13,634.40
Task 8.4 - Scheduling	4	4	4						12	\$2,487.68
Task 8.5 - Subcontractor Outreach	0	0	0						0	\$0.00
<b>Task 9 - Project Management</b>										<b>\$177,115.64</b>
<b>Task 9.1 - Project and Quality Management</b>										
Assist with Monthly Report	0	32	32					16	80	\$14,112.80
<b>Task 9.2 - Project Meetings and Workshops</b>										
Task 9.2a - Kick-off Meeting	4	4	4	4					16	\$3,049.80
Task 9.2b - Internal Biweekly Design Coordination Meetings/workshops	48	128	128	128					432	\$77,500.80
Task 9.2c - Monthly Progress Meetings with COUNTY	10	32	32	12					86	\$16,062.28
<b>Task 9.2d - Technical Presentation Workshops</b>										
Operations and Maintenance Design Discussion Workshop	8	8	8						24	\$4,975.36
PDR Presentation Workshop	16	16	16						48	\$9,950.72
60% Design Presentation Workshop	16	16	16						48	\$9,950.72

<b>PBCWUD Project No.: 25-034</b>										
<b>HILLERS ELECTRICAL ENGINEERING, INC.</b>										
<b>Scope Fee Breakdown - Design Services</b>										
<b>Date: 3/27/2026</b>										
	Raw Rate	\$84.00	\$69.00	\$55.00	\$47.00	\$55.00	\$52.00	\$47.00		
	Multiplier	2.99	2.99	2.99	2.99	2.99	2.99	2.99		
	Base Rate	\$251.16	\$206.31	\$164.45	\$140.53	\$164.45	\$155.48	\$140.53		
	Proj. Man.	Profess Eng.	Lead Eng.	CADD/ Technician	Programmer	Const. Coordinator	Admin. Assist.	SUBTOTAL	TASK	TOTAL
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	COST	COST
90% Design Presentation Workshop	16	16	16					48	\$9,950.72	
Presentation Workshops for GMP(s)	8	8	8					24	\$4,975.36	
Task 9.2e - Review Workshops										
Preliminary Design Report Review Workshop	0	12	12	12				36	\$6,135.48	
60% Design Review Workshop	0	12	12	12				36	\$6,135.48	
90% Design Review Workshop	0	12	12	12				36	\$6,135.48	
Review Workshops for GMP(s)	0	16	16	16				48	\$8,180.64	
Engineering Services Total Hours	1182	2396	2762	2360	0	0	224	8924		
Total Engineering Services Total Cost	\$286,871.12	\$494,318.76	\$454,210.90	\$331,650.80	\$0.00	\$0.00	\$31,478.72			\$1,608,530.30

April 30, 2026

Mr. Jayson J. Page, P.E.  
Hazen and Sawyer  
999 Ponce de Leon Boulevard, PH 1150  
Coral Gables, FL 33134



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Urban Design  
Land Planning  
Landscape Architecture

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**Re: WATER TREATMENT PLANT NO. 8  
MEMBRANE EXPANSION PROGRESSIVE DESIGN-BUILD  
PBCWUD PROJECT NO.: 25-034  
UDS REF. #14-059.007 (PL/SP/MTG/VEG/LAC/PER/IRR/GA)**

Dear Mr. Page:

Thank you very much for contacting Urban Design Studio for professional services. This proposal is submitted by **URBAN DESIGN STUDIO (UDS)**, (hereinafter also referred to as the "Consultant") to **HAZEN AND SAWYER** (hereinafter referred to as the "Client") for professional planning and landscape architectural services the Consultant will provide to prepare a zoning and building permit approvable site plan, and landscape plans for the above referenced project located within unincorporated Palm Beach County (PBC). The Consultant will assist Palm Beach County Water Utilities (WUD) and the Client to develop a preliminary site plan design that incorporates the membrane plant expansion and all proposed facilities contemplated, and that complies with land development code regulations.

This proposal includes zoning due diligence on the proposed plan of development to ascertain the ability to pursue entitlement approvals; preparation and processing of the entitlement application(s) and associated plans; and representation as Agent during the entitlement review process. The Consultant will contact Palm Beach County Zoning to determine the approval process for the site plan, including a pre-application review process, and if necessary, prepare applications for and pursue, Concurrency and Final Site Plan approvals from the Palm Beach County Development Review Officer (DRO).

A stand-alone Concurrency Reservation application would be required if staff determines a DRO Site Plan is not required. A pre-application appointment with PBC Zoning and Planning staff, and PBC Land Development and Traffic staff, will be scheduled to discuss the project. A Site Plan complying with code and providing all of the technical data will be prepared for the Concurrency Reservation application. The Consultant will prepare the plan, and coordinate and process the Concurrency Reservation application.

For the entitlement application(s), once the required process is determined, the Consultant will prepare the necessary applications, justification statements, plans using the electronic base provided by your surveyor, necessary graphics and provide representation throughout the process. In addition to the services to be provided by the Consultant, the following items may be required for submission of the applications and are to be supplied by other professionals:

- a. **Civil Engineer:** A civil engineer will provide drainage review and a Drainage Statement with historical drainage information and confirmation of legal outfall in order to address the County's concurrency requirements. The engineer may also need to provide any information necessary to coordinate with the Palm Beach County Water Utilities Department (PBCWU) in regard to any potential increase in water and sewer demand and any potential Standard Developer's Agreement which may be necessary.
- b. **Survey:** An abstracted As-Built Survey locating all structures, trees, and easements and dated within twelve (12) months of the proposed submittal deadline as specified above. This survey must reference a title commitment less than one (1) year old. In order for the Consultant to meet

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the deadline, we will need to receive the electronic survey base no later than four (4) weeks in advance of the submittal.

- c. **Traffic Engineer:** A Concurrency Traffic Impact Analysis addressing the proposed plan of development, and including a driveway analysis will be required. The Traffic Engineer may need to generate a cost for a Proportionate Share Agreement if necessary.
- d. **Attorney:** Preparation of an updated title commitment for the surveyor and/or preparation of a Proportionate Share Agreement for any necessary roadway improvements.

The Consultant will coordinate with you and your other consultants to assemble the required application materials for submittal to the County. This proposal includes one (1) re-submittal to the applications/plan sets. Historically, if additional re-submittals are necessary due to revisions by Client, PBC or others, Client should budget about **\$2,500.00** per re-submittal for professional services. Also, please note that this proposal provides for an hourly billing rate for any meetings not included in the specific tasks. These meetings include meetings with elected officials, community representatives, and meetings with Staff to address issues that cannot be resolved via email or phone calls. Depending on the issues, you should budget **\$12,126.00** for the meeting task.

A Pre-Application Review is required if a Zoning approval process such as a DRO Approval or a Zoning Agency Review Amendment (ZAR) approval is required. Applications for Pre-Application Review (PAR) are accepted by the Palm Beach County Zoning Division once per week on Mondays. This PAR process requires certain application forms, a short justification, and conceptual plans be submitted in order for the Zoning Division to provide a determination of the zoning entitlement process your requested revisions will need to follow. It typically takes about a month to get a response from Zoning to the PAR, which is required in order for you to submit your actual application.

If staff determines the application can be processed as a DRO approval then the application materials submitted will be reviewed for "sufficiency" prior to technical review comments provided. Once technical review comments are received, these comments are addressed and a resubmission made. If the resubmission addresses all of the outstanding issues, the request will be approved. For a DRO approval, this sufficiency and approval process requires approximately four (4) months to complete. If a ZAR is required, this sufficiency and approval process requires approximately two months (2) to complete. Intakes for DRO approval are only once a month, specifically the third Wednesday of each month and ZAR application intakes are twice a month on Mondays.

The disposition of existing trees, palms and vegetation is addressed during the entitlement process. Included in the scope of services is a task to review the existing trees and palms based on the provided tree survey, confirm species and quality, and working with the project design team, to identify the disposition of same based on proposed change in grades and construction activities for discussion with PBC Landscape Division and Environmental Resources Management (ERM) and inclusion in a Tree Disposition Exhibit. Also included is the preparation of an Application for Protection of Native Vegetation Approval (PNV) that will be required at time of submission for Final Site Plan review should a DRO process be required. An ERM PNV Application will be required to be submitted prior to issuance of a building permit should any native and/or specimen native trees be impacted by the proposed development

Landscape plans are typically not required as part of the entitlement process, however, will be required at the time of your building permit submission. Preparation of Landscape Plans is included in this proposal. Signed and sealed Landscape Plans, prepared by a licensed Landscape Architect and complying with the local PBC land development code and any Conditions of Approval imposed by the approving authority, are required as part of the building, utility and/or land development permit applications for construction of the project. In preparing landscape plans for this project, the code and

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any Conditions of Approval will be consulted in order to meet the minimum requirements for landscape buffers, parking lot, foundation planting and common area landscaping. We will work with the Client and project design team to finalize the site design and to minimize conflicts between landscape and other improvements. We will also prepare an opinion of cost for each of the four design stages. All necessary municipal tabular data will be accommodated on the plans.

This proposal also includes services to assist with permitting the project. Landscape construction drawings and the above referenced cost estimate will be provided to the Client for use in permitting. The Consultant will respond to permit comments and coordinate with the project design team to address any changes necessary for issuance of permits.

Any landscape related questions or requests for substitutions will be addressed during the bidding process. The municipal jurisdiction will require that the Landscape Architect of record provide a letter stating that the work is in substantial conformance with the permitted plans and specifications. The Consultant must perform site visits during the course of the installation as set forth in this proposal to be in a position to provide this letter at the completion of the project. Therefore, a proposal for additional services for bid coordination and providing construction observation services can be provided upon request for these services in the future.

The CONSULTANT will also assist with permitting and bidding, including preparing a Vegetation Barricade Plan for the Vegetation Barricade Permit. The Vegetation Barricade Permit is required to be submitted and approved prior to issuance of the building permit. It is our understanding that the project will be designed and constructed in one phase.

Our services will include the following:

**PART I. PLANNING SERVICES (PL)**

**TASK 1 – General Services:**

- Research of PBC records relative to the zoning history of the subject property and confirmation of the current entitlements including Final Site Plan, zoning resolutions, conditions of approval, and other information on file with the County;
- Review Unified Land Development Code (ULDC) and Technical Manual for current property development regulations;
- Conduct one (1) site visit to review property constraints, opportunities and relationship to abutting properties;
- Attendance at one (1) Client conference to review pertinent development restrictions and/or requirements with Consultant team;
- Consultation and coordination with other professionals retained on this project for the preparation of the necessary plans and application (civil engineer, surveyor, etc.);
- Contact Palm Beach County Zoning staff to research and determine the Final Site Plan approval process;
- Prepare and process a PBC Zoning Pre-Application Review as required.

**TASK 2 – Concurrency Reservation:**

- Preparation of Concurrency Reservation application and supporting documents for submission if determined to be required;

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- Review of materials prepared by others for the Concurrency Reservation including, but not limited to:
    - survey (*less than one year old, certified by Professional Land Surveyor and certified to title as required prepared by others*)
    - drainage statement
    - warranty deed and authorization forms
  - Submit Concurrency Reservation application to PBC Zoning;
  - Correspondence with Zoning, the Client and PBCWUD staff during the Concurrency Reservation application process;
  - After determination of sufficiency, review and distribution of any issues, and consultation with Client and Consultant team to discuss items identified on County's "ePZB" website for project for the Concurrency Reservation application;
  - Prepare and resubmit revised documents, and response to issues and comments for the Concurrency Reservation application. (This proposal includes one (1) resubmittal of the application materials based on the comments. If additional resubmittals are necessary additional services may need to be authorized.);
  - Follow-up with Palm Beach County Zoning to pursue approval of the Concurrency Reservation application.

### **TASK 3 - DRO Application:**

- Attend up to one (1) pre-application conferences with each of the following agencies: Palm Beach County Zoning and Planning Divisions; Palm Beach County Engineering Department - Land Development and Traffic Divisions; and Palm Beach County Landscape and Environmental Resources Management;
- Preparation of application forms and justification statement addressing review standards;
- Calculation of the required filing fees;
- Preparation of support documents including status of any prior conditions of approval;
- Preparation of required consent forms and affidavits to be signed by owner;
- Prepare and file the components of an application requesting a DRO approval. Client to receive a complete copy of the application packages including all submitted materials;
- Preparation of one (1) response to the Palm Beach County sufficiency review including additional or modified information or materials. (*Note: Client or other consultant-requested modifications that are not required to meet the County's sufficiency requirements as specified in the County's Land Development Regulations are not included herein and will be billed as Additional Services.*);
- Obtain and distribute to Client and project design team all technical review comments and issues identified by the reviewing agencies, and coordinate on revisions and resubmission schedule;
- Preparation and resubmittal of one (1) response to the Palm Beach County Development Review Officer (DRO) including additional or modified information or materials and changes to the proposed plans. (*Note: Client or other consultant-requested modifications that are not required to meet the County's technical requirements as specified in the County's Land Development Regulations are not included herein and will be billed as Additional Services.*);
- Coordination and preparation of one (1) resubmission of revised application materials during the DRO follow-up period to pursue approval of the application.

## **PART II. SITE PLANNING (SP)**

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- Attendance at one (1) meeting with Client, Consultant team and WUD Staff to review development program, site parameters and the results of any initial investigation performed by others;
  - Conduct one (1) site visit to review property constraints, opportunities and relationship to abutting properties as necessary to inform Final Site Plan preparation;
  - Review and comment on up to two (2) preliminary plans prepared by the Client or Consultant team for code compliance for siting of the proposed physical improvements;
  - Coordinate with Client and Consultant team on site design and provide input for site plan design;
  - Prepare a Final Site Plan that reflects the development of the site, and which meets the requirements of the Technical Manual, suitable for submittal to Palm Beach County with the Concurrency Reservation and if necessary a ZAR or DRO application;
  - Preparation and resubmittal of one (1) revised Final Site Plan to the Palm Beach County Development Review Officer (DRO) including additional or modified information or materials and changes to the proposed plans. *(Note: Client or other consultant-requested modifications that are not required to meet the County's technical requirements as specified in the County's Land Development Regulations are not included herein and will be billed as Additional Services.);*

### **PART III. MEETINGS (MTG)**

- Participation in meetings not otherwise identified herein, or with elected officials, adjoining property owners or neighborhood groups as requested by the Client. A budget of \$12,126.00 has been provided for this task and will not be exceeded without authorization from the Client.

### **PART IV. LANDSCAPE CONSTRUCTION DOCUMENTS(LAC)**

- Attendance at one initial Client conference to review pertinent development restrictions and/or requirements, and Client-supplied data (i.e. survey, building plans, utilities);
- Review of Zoning Code requirements and conditions of approval contained in the approving Resolution;
- General consultation and coordination with the Client and the project design team related to the proposed improvements during the course of the landscape design;
- Perform one (1) detailed site visit to identify, assess and/or locate any significant vegetation and existing improvements or conditions that may affect the landscape design;
- Review tree survey for compliance with regulatory requirements;
- Coordinate with the Client and Consultant team on finalizing site survey and tree identification;
- Using the vegetation table provided by the project Surveyor, prepare a Tree Disposition Chart for the existing vegetation identifying if the vegetation can be preserved, relocated or removed and mitigated;
- Consult with Client and project Engineer regarding initial results and adjust the Tree Disposition Chart;
- Prepare a Tree Disposition Plan including the Tree Disposition Chart for submission as Exhibits with a DRO application and for an ERM PNV permit application;
- Utilizing the survey/plat/site plan prepared by (name), prepare a landscape base plan. Review and assist with the resolution of any base plan issues such as utility easement locations, planting in easements, right-of-way dedications, signage, sight lines and general coordination of site details with Client and the project design team;
- Preparation of one (1) CADD-based Landscape Plan for the proposed landscape improvements, suitable for permitting and construction. The Landscape Plan shall depict:
  - overall landscape design
  - plant types
  - plant quantities

- 
- plant specifications
  - location map
  - tabular data
  - general notes
  - Submit Landscape Plans including final planting schedule, planting details and specifications to Client and project design team for conflict review as follows:
    - 30% complete
    - 60% complete
    - 90% complete
    - 100% complete
  - Preparation of opinions of cost for each submittal identified above;
  - General consultation and coordination with the Owner and the project design team related to the proposed improvements, consistency of drawings and minimizing conflicts between infrastructure and proposed planting;
  - Provide signed and sealed copies of the Landscape Plan for submittal with the building, utility and land development permits;
  - Review and respond to one (1) set of comments received from the governing municipality as part of the building permit review. Attend one (1) meeting with municipal staff if needed to address comments. Revise the Landscape Plans and provide a written response to the comments and provide both to the Client for resubmission to the governing municipality;
  - Review and respond to one (1) set of comments received from the governing municipality as part of the land development permit review. Revise the Landscape Plans and provide a written response to the comments and provide both to the Client for resubmission to the governing municipality;
  - Review and respond to one (1) set of comments received from the governing municipality as part of the utilities permit review. Revise the Landscape Plans and provide a written response to the comments and provide both to the Client for resubmission to the governing municipality.

#### **PART V. VEGETATION PERMITTING (VEG)**

- Perform one (1) additional site visit to inspect all trees and palms shown on the Tree Survey to review existing conditions and quality of vegetation, and ascertain the ability to incorporate improvements on site, including a preliminary analysis of the impact on existing vegetation and site grading;
- Coordinate with project Engineer to discuss tree preservation opportunities, and with project Surveyor for any updates to tree identification;
- Attend one (1) meeting (either on-site or in office) with PBC Environmental Resource Management (ERM) and Landscape Section staff to review the Tree Disposition Chart and mitigation to determine trees to be preserved, mitigated or relocated;
- Coordinate with Client, consultants and owner, and complete an Application for Protection of Native Vegetation (PNV) for submission to ERM with the DRO application;
- Following submission of the PNV application, attend one (1) meeting with ERM staff to address any issues; and
- Coordination with PBC ERM and Landscape Section staff to negotiate the disposition of existing vegetation.

#### **PART VI. PERMITTING ASSISTANCE (PER)**

- Coordinate and attend one (1) site visit with Palm Beach County representatives to generally inspect trees and palms to be preserved and discuss location of barricades;
- Preparation of a Tree Barricading Plan and Tree Disposition Plan for submission to the Building Department with the Vegetation Protection Barricade Permit;

- Attend one (1) site meeting with the Contractor installing barricades to assist with identifying the locations;
- Attend one (1) site meeting with PBC Landscape/ERM Staff following installation of barricades; and
- Perform up to two (2) subsequent site visits at the request of the Client to ensure that preserved trees continue to be protected.

**FEES:**

<b>URBAN DESIGN STUDIO .....</b>	<b>\$94,319.00</b>
<b>PART I. PLANNING SERVICES (PL)</b>	
<b>HOURLY NOT TO EXCEED .....</b>	<b>\$29,980.00</b>
<b>PART II. SITE PLANNING SERVICES (SP)</b>	
<b>HOURLY NOT TO EXCEED .....</b>	<b>\$14,988.00</b>
<b>PART III. MEETINGS (MTG)</b>	
<b>HOURLY NOT TO EXCEED .....</b>	<b>\$12,126.00</b>
<b>PART IV. LANDSCAPE CONSTRUCTION DOCUMENTS (LAC)</b>	
<b>HOURLY NOT TO EXCEED .....</b>	<b>\$20,093.00</b>
<b>PART V. VEGETATION PERMITTING (VEG)</b>	
<b>HOURLY NOT TO EXCEED .....</b>	<b>\$10,162.00</b>
<b>PART VI. PERMITTING ASSISTANCE (PER)</b>	
<b>HOURLY NOT TO EXCEED .....</b>	<b>\$6,970.00</b>

UDS will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are approved for budgeting purposes only. UDS reserves the right to reallocate amounts among tasks as necessary.

We strive to provide our clients the most effective, time-efficient services to accomplish all the tasks contained in the Scope of Services. We maintain detailed time sheets that can be made available to the client for review upon request.

**Hourly Open, Hourly Estimate, and Hourly Not To Exceed** fees shall be billed on an hourly basis in accordance with the hourly rates referenced on the attached "Terms" sheet.

**Direct expenses** such as blueprint reproductions, copies, travel, courier, telephone charges, and client requested renderings and models are included in the above fees. These fees do not include filling or permitting fees, which must be provided by the Client.

**Contract Notes:**

- *Consultant will make a reasonable effort to identify waivers/variances required as a result of deviations from the land development regulations of the governing body. However, the Consultant and/or Client agree to ultimately rely on the Palm Beach County Zoning staff to identify all required waivers/variances.*
- *Errors and Omissions: Modifications to plans and application materials required as a result of errors and/or omissions by the surveyor, engineer or any other consultant, or changes requested by the Client or governmental agencies, will also be considered additional services, unless otherwise stated.*
- *Signage: Regulatory signage shown on plans prepared by the Consultant is conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Construction Details: Pavement and Parking Construction details shown on plans prepared by the Consultant are conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Client agrees to advise Consultant of any known or suspected contaminants at the Project site.*
- *Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.*

Additionally, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

The terms and conditions in this proposal are pursuant to Contract R-2022-0844 with Palm Beach County.

Thank you for the opportunity to submit this proposal. We look forward to working with the Hazen and Sawyer team to see the project through to completion. The terms of this agreement are attached hereto and are a part hereof. Receipt of this signed proposal shall be our authorization to proceed.

Sincerely,  
**URBAN DESIGN STUDIO**



Ken Tuma  
Managing Principal

Attachments:      UDS Schedule of Fees Worksheet  
                          UDS Schedule 2  
                          UDS Conflict of Interest Disclosure  
                          UDS Human Trafficking Affidavit

**EXHIBIT  
UDS FEE ESTIMATE WORKSHEET SUMMARY**

Palm Beach County Urban Design Studio  
Contract for Consulting/Professional Services (PBCWUD - Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build)

**BUDGET SUMMARY FOR FIRM**

Task Number	Task Description	Principal	Project Manager	Landscape Architect - Senior	Designer	Planner II - Sr. Land Planner	Planner I - Land Planner	CADD Operator/Tech-Level 1	Administrative/Clerical Assistant	PRIME TOTALS	
										Total Hours	Total Labor
	Bill Rate >	\$ 193.00	\$ 161.00	\$ 147.00	\$ 112.00	\$ 118.00	\$ 106.00	\$ 81.00	\$ 62.00		
PART 1	Part 1 - Planning Services (PL)	60	0	0	0	120	40	0	0	220	\$ 29,980.00
	Part 1 - Subtotal	60	0	0	0	120	40	0	0	220	\$ 29,980.00
PART 2	Part 2 - Site Planning (SP)	16	0	20	80	0	0	0	0	116	\$ 14,988.00
	Part 2 - Subtotal	16	0	20	80	0	0	0	0	116	\$ 14,988.00
PART 3	Part 3 - Meetings (MTG)	24	0	18	18	24	0	0	0	84	\$ 12,126.00
	Part 3 - Subtotal	24	0	18	18	24	0	0	0	84	\$ 12,126.00
PART 4	Part 4 - Landscape Construction Documents (LAC)	13	0	32	115	0	0	0	0	160	\$ 20,093.00
	Part 4 - Subtotal	13	0	32	115	0	0	0	0	160	\$ 20,093.00
	30% Landscape Construction Documents	4	0	8	40	0	0	0	0	52	\$ 6,428.00
	30% CDs - Subtotal	4	0	8	40	0	0	0	0	52	\$ 6,428.00
	60% Landscape Construction Documents	3	0	8	25	0	0	0	0	36	\$ 4,555.00
	60% CDs - Subtotal	3	0	8	25	0	0	0	0	36	\$ 4,555.00
	90% Landscape Construction Documents	3	0	8	25	0	0	0	0	36	\$ 4,555.00
	90% CDs - Subtotal	3	0	8	25	0	0	0	0	36	\$ 4,555.00
	100% Landscape Construction Documents	3	0	8	25	0	0	0	0	36	\$ 4,555.00
	100% CDs - Subtotal	3	0	8	25	0	0	0	0	36	\$ 4,555.00
PART 5	Part 5 - Vegetation Permitting (VEG)	10	0	24	42	0	0	0	0	76	\$ 10,162.00
	Part 5 - Subtotal	10	0	24	42	0	0	0	0	76	\$ 10,162.00
PART 6	Part 6 - Permitting Assistance (PER)	10	0	16	24	0	0	0	0	50	\$ 6,970.00
	Part 6 - Subtotal	10	0	16	24	0	0	0	0	50	\$ 6,970.00
	<b>Total Parts 1 to 6</b>	<b>133</b>	<b>0</b>	<b>110</b>	<b>279</b>	<b>144</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>706</b>	<b>\$ 94,319.00</b>
	Labor Subtotal Hours	133	0	110	279	144	40	0	0	706	
	Labor Subtotal (Bill Rate * Labor Subtotal Hours)	\$ 25,669.00	\$ 0.00	\$ 16,170.00	\$ 31,248.00	\$ 16,992.00	\$ 4,240.00	\$ 0.00	\$ 0.00		\$ 94,319.00
	<b>UDS PROJECT LABOR TOTAL</b>									<b>706</b>	<b>\$ 94,319.00</b>
	<b>UDS REIMBURSIBLE EXPENSES ALLOWANCE TOTAL</b>										<b>\$0.00</b>
	<b>PROJECT TOTAL</b>										<b>\$ 94,319.00</b>

Revised 5/7/26



**CSAGROUP**  
EST • 1956

May 21, 2026 – Rev 0

**Hazen & Sawyer**

4000 Hollywood Blvd # 750N,  
Hollywood, FL 33021

**Subject:**

**Palm Beach County (PBC) Water Utilities Department  
Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
CSA Project Number: C253794-000-00**

Dear Mr Page:

CSA Central, Inc. (CSA Group) respectfully submits this proposal to Hazen and Sawyer to perform Mechanical, Electrical, Fire Alarm, Plumbing, and Fire Protection Engineering as outlined below to support the One (1) Building being constructed as part of the Water Treatment Plant No. 8 Membrane Expansion Project. The Engineering work includes support of the design development and generation of construction documents (Plans and Specifications) only. Construction Phase Services for Engineering work will be performed under a separate agreement.

**PROJECT UNDERSTANDING**

Palm Beach County Water Utilities Department is upgrading their Water Treatment Plant No. 8 to add advanced membrane treatment while maintaining ~30 MGD reliable production and achieving PFOS/PFOA  $\leq 4$  ppt by 2030, with design resiliency for future regulations and lower long-term O&M. CSA Group is supporting the new process/electrical building with Mechanical (HVAC), Plumbing, Fire Protection, Electrical (Building loads), and Fire Alarm.

**SCOPE OF SERVICES**

The following services are offered by CSA Group:

**Phase 1: Detailed Design (30%, 60%, Permitting Package, & GMP)**

**TASK 1: Project Scoping and Development & 30% Design Submission**

- Programming Meeting to evaluate process needs, anticipated equipment, and spatial considerations.
- Coordinate with all trades to ensure code compliance and space requirements.
- Provide preliminary calculations for loading and MEP requirements.

- Coordinating Utility location, inverts, and sizing.
- Review Basis of Design Equipment & Accessories preference with Contractor
- Provide a preliminary Table of Contents for Specifications.
- Review design with Design-Build Team.
  
- Deliverable Include:
  - 30% Plans.
  - Preliminary Specification Table of Contents for Anticipated Sections.
  - Supporting Calculations for 30% Design.

### **TASK 2: 60% Detailed Design Package**

- Incorporate agreed upon Client/Owner comments from 30% design.
- Provide a complete set of drawings and details at 60% level of design including:
  - Detailed Design and System Layout.
  - Provide details of required components.
  - Coordinate with all trades to ensure code compliance and space requirements.
- Provide final calculations for loading and MEP requirements.
- Review design with Design-Build Team & Contractors for Constructability Evaluation.
  
- Deliverable Include:
  - 60% Plans
  - 60% Specification Manual

### **TASK 3: Permitting Package Deliverable**

- Incorporate agreed upon Client/Owner comments from 60% design.
  - 90% in-person design review meeting with Design-Build Team & Contractors prior to provision of final set of “For Permit” drawings to solidify design decisions.
  - Incorporate any Value Engineering discussion points for incorporation.
- Provide a final set of “For Permit” drawings.
- Provide a complete Specification Manual.
- Review design with Design-Build Team & Contractors to evaluate and solidify design decisions to complete GMP.
  
- Deliverable Include:
  - 100% Plans – for Permitting
  - Completed 100% Specification Manual

**TASK 4: GMP Deliverable**

- Design Updates to incorporate Contractor Design comments.
- Deliverable Include:
  - 100% Plans
  - Completed Specification Manual.

The anticipated sheet (41 sheets) list for this project includes:

Mechanical	MECHANICAL LEGEND, SYMBOLS, & ABBREVIATIONS
	MECHANICAL FLOOR PLAN
	MECHANICAL ROOF PLAN
	MECHANICAL LARGE SCALE PLANS - MECHANICAL ROOM
	MECHANICAL DETAILS
	MECHANICAL SCHEDULES
	MECHANICAL CONTROLS DIAGRAM
Electrical	ELECTRICAL LEGEND, SYMBOLS, & ABBREVIATIONS
	ELECTRICAL GROUNDING PLAN
	ELECTRICAL FLOOR PLAN - POWER PLAN
	ELECTRICAL ROOF PLAN - POWER PLAN
	ELECTRICAL FLOOR PLAN - LIGHTING PLAN
	ELECTRICAL LARGE SCALE PLANS
	ELECTRICAL DETAILS
	ELECTRICAL SCHEDULES
	SINGLE LINE DIAGRAM
	PANEL SCHEDULES
	LIGHTING FIXTURE SCHEDULE
	LIGHTING CONTROL
	Plumbing
PLUMBING ABOVE GROUND SANITARY, VENT, AND STORM PLAN	
PLUMBING BELOW GROUND SANITARY, VENT, AND STORM PLAN	
PLUMBING DOMESTIC WATER & NATURAL GAS PLAN	
PLUMBING ROOF PLAN	
PLUMBING LARGE SCALE PLAN - MECHANICAL ROOM	
PLUMBING DETAILS	
PLUMBING SCHEDULES	
PLUMBING RISER DIAGRAM SANITARY & VENT	

	PLUMBING RISER DIAGRAM DOMESTIC WATER
	PLUMBING RISER DIAGRAM NATURAL GAS
Fire Protection	FIRE SUPPRESSION LEGEND, SYMBOLS, & ABBREVIATIONS
	FIRE SUPPRESSION FLOOR PLAN
	FIRE SUPPRESSION LARGE SCALE PLAN
	FIRE SUPPRESSION DETAILS
	FIRE SUPPRESSION SCHEDULES
	FIRE RISER DIAGRAM
Fire Alarm	FIRE ALARM LEGEND, SYMBOLS, & ABBREVIATIONS
	FIRE ALARM TABLES
	FIRE ALARM FLOOR PLAN
	FIRE ALARM ROOF PLAN
	FIRE ALARM RISER DIAGRAM

**Phase 2: Construction Phase Services – To be performed under a separate contract.**

**PROJECT SCHEDULE**

CSA will provide services as expeditiously as practicable to meet the schedule noted per phase.

CSA will exercise reasonable efforts to overcome challenges presented by Client-related or Contractor-related delays but will not be liable to the Client for any delays, expenses, losses, or damages of any kind arising out of the impact of Client-related or Contractor-related delays.

**ASSUMPTIONS AND CLARIFICATIONS**

- As this work constitutes new construction a site visit is not anticipated nor included.
- *A single Design Review meeting (virtually) is anticipated after each deliverable (Total 4).*
- *Value Engineering Comments and resolution/incorporation into design is limited to at the 60% deliverable or prior.*
- Interior/architectural lighting design and photometric calculations is performed by others. CSA will be provided with lighting fixture cutsheets and layout to provide powering.

**EXCLUSIONS**

- Construction Phase Services; Including Bidding support. These will be performed under a separate agreement.

- LEED support, documentation and filing.
- LEED energy modeling
- Commissioning
- Special inspection
- Telecommunications design
- Audio visual design
- Security design
- Lighting Layout and Photometric calculations
- Vertical transportation design
- Site lighting design
- Cost Estimating Services
- Attendance at or preparation of documents for public agency hearing and/or meetings.

## FEES


CSA will perform these noted tasks for a lump sum fee of **\$369,197.16** (This equates to \$9000/sheet for the 41 sheets noted above).

## TERMS AND CONDITIONS

Appended to this proposal are the proposed terms and conditions.

We would like to thank you again for the opportunity to present this proposal for professional services and trust it is responsive to your needs. Please do not hesitate to contact Jessica Mauricio, Project Manager at 786-325-3420 or via email at [jmauricio@csagroup.com](mailto:jmauricio@csagroup.com) OR Roberto Leon at [rleon@csagroup.com](mailto:rleon@csagroup.com) should you have any questions or need additional information on this proposal.

Respectfully,  
CSA Central, Inc.



Roberto Leon PE  
Sr. Vice President

Task No.	CSA Group	Senior Principal Engineer	Principal Engineer - EOR	Principal/Senior Engineer	Assistant Engineer II	Principal CAD / BIM Designer	CAD / BIM Designer	Administrator	Subtotal, Hours	Total Labor
	Task Description	\$ 118.75	\$ 93.75	\$ 65.35	\$ 57.37	\$ 42.20	\$ 30.00	\$ 25.00		
	<b>Task Subtotal</b>									
<b>6</b>	<b>Task 6 – Detailed Design Services</b>									
Task 6.1	Prepare 30% Contract Documents (Drawings and Specifications)	8	40	60	90	60	164	8	430	64308.90
Task 6.2	Prepare 60% Contract Documents (Drawings and Specifications)	8	60	80	120	80	328	4	680	96010.20
Task 6.3	Prepare 90% Contract Documents (Drawings and Specifications)	8	40	60	90	80	328	4	610	81300.90
Task 6.4	100% Contract Documents (Permit Ready Submittal)	4	24	40	60	40	164	4	336	46467.60
	<b>Task Subtotal</b>	<b>28</b>	<b>164</b>	<b>240</b>	<b>360</b>	<b>260</b>	<b>984</b>	<b>20</b>	<b>2056</b>	<b>288087.60</b>
<b>7</b>	<b>Task 7 – Permitting</b>									
	Building Department		8	12					20	4602.60
	<b>Task Subtotal</b>		<b>8</b>	<b>12</b>					<b>20</b>	<b>4602.60</b>
<b>8</b>	<b>Task 8 – Pre-construction Services</b>									
Task 8.1	Pre-Construction Management and Administration									
Task 8.2	Design and Constructability Reviews		24	24		40			88	16519.20
Task 8.3	Cost Modeling and Estimates			8					8	1568.40
Task 8.4	Scheduling			8					8	1568.40
Task 8.5	Subcontractor Outreach									
	<b>Task Subtotal</b>		<b>24</b>	<b>40</b>		<b>40</b>			<b>104</b>	<b>19656.00</b>
<b>9</b>	<b>Task 9 – Project Management</b>									
Task 9.1	Project and Quality Management	16	16	16	16	16	16		96	19556.16
Task 9.2	Project Meetings and Workshops									
	Kick-off Meeting		8	8		8			24	4831.20
	Internal Meetings		20	20		16			56	11571.80
	County Progress Mtgs									
	Technical Presentations		20	20					40	9548.00
	Review Workshops		20	20			20		60	11348.00
	<b>Task Subtotal</b>	<b>16</b>	<b>84</b>	<b>84</b>	<b>16</b>	<b>40</b>	<b>36</b>		<b>276</b>	<b>56850.96</b>
	<b>Labor Subtotal Hours</b>	<b>44</b>	<b>280</b>	<b>376</b>	<b>376</b>	<b>340</b>	<b>1020</b>	<b>20</b>	<b>2456</b>	
	<b>Labor Raw Costs</b>	<b>\$118.75</b>	<b>\$93.75</b>	<b>\$65.35</b>	<b>\$57.37</b>	<b>\$42.20</b>	<b>\$30.00</b>	<b>\$25.00</b>		
	<b>Labor Multiplier</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>		
	<b>Labor Rate</b>	<b>\$356.25</b>	<b>\$281.25</b>	<b>\$198.05</b>	<b>\$172.11</b>	<b>\$126.60</b>	<b>\$90.00</b>	<b>\$75.00</b>		
	<b>Labor Sub-Total</b>	<b>\$ 15,675</b>	<b>\$ 78,750</b>	<b>\$ 73,715</b>	<b>\$ 64,713</b>	<b>\$ 43,044</b>	<b>\$ 91,000</b>	<b>\$ 1,500</b>		<b>369197.16</b>



Date: March 13, 2026

Presented to: Hazen & Sawyer

999 Ponce de Leon Blvd, PH 1150

Coral Gables, FL 33134

Phone 305-443-4001

Attn: Jayson J. Page, PE

Project name: Water Treatment Plant No 8 Membrane Expansion Progressive

Design Build

Scanning & Test Hole Services

As requested, AMG Underground Inc. has prepared this proposal for utility investigation services for the above-referenced project. This proposal is based upon the best information provided by the client to AMG Underground regarding site conditions at the time of writing. This proposal represents a lump sum or per unit fee to perform these services. The proposed fee will not be exceeded without the expressed consent of the client.

**Project limits and description:** Scan and target all utilities within the red highlighted area (Approximately 44.5 acres) per client's PDF (PBC SUE Graphic Draft) file. In addition, perform up to 60 test holes to be chosen by client at a later date.

**Services provided:** Utility Targeting & Test Hole Services

**Note:** Field sketch will be provided to client after scanning is completed.

**Service Rates** **Estimated Cost**

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**Targeting Services**

\$ 57,000.00 Lump Sum \$ 57,000.00

**Test Hole Services**

60 @ \$ 500.00 each

\$ 30,000.00

**Total Estimated Fee: \$ 87,000.00**

This estimate is valid for six months from the date of proposal. This estimate is good for targeting services on utilities within the project limits as herein defined and will not be exceeded without the expressed consent of the client.

**PAYMENT TERMS**

Terms of payment are subject to modification by seller (The Underground). Buyer (client) agrees to make prompt payment of invoices due in accordance with Seller’s approved terms, whether for complete or partial services. Terms: Net 30 days from completion of work and receipt of invoice. If payment is contingent upon Buyer being paid by a “Third Party” for services, AMG Underground. (AMG Underground) must be notified prior to commencement of the name and address of the “Third Party”. Buyer will submit invoices to the “Third Party” in a timely manner and AMG Underground will receive payments from Buyer within 15 days of Buyer being paid. Payment terms other than listed above, must be determined prior to commencement, and presented in writing form.

Late Charge: A late payment service charge equal to 1.5% per month or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due. All accounts are net 30 days unless specifically agreed upon in writing.

Delinquency Collections: In the event Buyer fails to pay for any services when due, or should Buyer’s account become otherwise delinquent, or in the event of Buyer’s bankruptcy or insolvency, or in the event of Buyer’s breach of this Agreement, then in any such event Seller may, at its option: (1) terminate any or all existing contracts; (2) refuse to perform services under this or any other order; and/or (3) avail itself of any other further remedies available to it at law or in equity. Buyer agrees to pay all cost of collection, including reasonable attorney’s fees.

This service will be provided with due diligence and in a manner consistent with standards of the professional utility infrastructure mapping profession. The Underground does not guarantee that all existing utility systems can or will be detected. It may not be possible to detect all utilities, such as but not limited to systems that are not depicted on records available to us, and systems rendered undetectable due to unfavorable site conditions. Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation. Use of this service does not relieve utility owners of their responsibility to mark the location of their facilities prior to excavation. AMG Underground. will not be responsible for damages to utilities caused by others.



March 13, 2026

Presented by: \_\_\_\_\_

Andres Garcia  
Vice President.

Date



May 7, 2026

To Whom it may Concern:

The breakdown of \$ 57,000.00 lump sum is:

\$ 1,900.00 daily rate X 30 days = \$ 57,000.00

\$ 237.50 per crew hour rate X 8 hours = \$ 1,900.00

Crew Rate \$ 237.50 per crew hour rate.

Sr Field Coordinator	\$ 105.00 per hour X 8 hours = \$	840.00
Technician	\$ 75.00 per hour X 8 hours = \$	600.00
Administrator	\$ 57.50 per hour X 8 hours = \$	460.00

Total Daily Fee	\$	1,900.00
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\$ 1,900.00 per day X 30 Days	\$	57,000.00
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Please let me know if you have any questions or need anything else.

Thanks,

A handwritten signature in blue ink that reads 'Andres Garcia'.

Andres Garcia  
**AMG Underground Inc**  
**561-801-9317**



## Water Treatment Plan 8 Membrane Expansion Progressive Design-Build

Project No. 25-034

### PRE-CONSTRUCTION PHASE SERVICES

#### **Assist in Procurement / Proposal Phase**

- RFQ / RFP review and requirements matrix
- Site visit and existing facility assessment
- Review of geotechnical, environmental, and utility reports
- Preliminary plant layout concepts
- Risk identification workshop
- Conceptual construction sequencing strategy
- Preliminary schedule (Level 1 / Level 2 CPM)
- Preliminary cost model / ROM estimate
- Subcontractor & equipment vendor outreach
- Value engineering options

#### **Assist in Regulatory & Permitting Strategy**

- Identify permitting authorities (local, state, federal)
- Coordination with environmental agencies
- Public utility coordination
- Zoning & land use approvals
- Preliminary permit schedule

#### **Assist in Process & Engineering Development**

- Pilot testing coordination
- Redundancy / reliability planning
- SCADA / controls philosophy

#### **Assist in Site & Civil Preconstruction**

- Survey coordination
- Site grading concept
- Access roads & laydown planning
- Temporary facilities planning
- Dewatering strategy

#### **Assist in Structural / Architectural Planning**

- Foundation system evaluation
- Maintenance access planning
- Crane and erection strategy

#### **Assist in Construction Planning & Logistics**

- Construction phasing plan
- Work in active plant considerations
- Bypass pumping strategy

- Long-lead equipment identification
- Procurement schedule
- Modularization / prefabrication evaluation
- Site logistics & traffic control plan
- Safety risk assessment
- QA/QC planning
- Commissioning strategy framework

**Assist in Cost & Schedule Development**

- Detailed quantity take-offs (concept level)
- Equipment budget quotes
- Labor productivity assumptions
- Escalation & contingency modeling
- GMP development
- Schedule risk analysis
- Constructability reviews

**Assist in Stakeholder & Owner Coordination**

- Design workshops
- Public outreach support
- Owner standards review
- O&M coordination
- Life-cycle cost analysis

**Assist in Commissioning & Startup Preplanning**

- Startup sequencing concepts
- Operator training plan framework
- Initial spare parts strategy



Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
 Project No. 25-034  
 ANATOM Construction Company

Job Classification Title	Labor Rate	Billing Rate	Task 6 – Detailed Design Services		Task 7 – Permitting		Task 8 – Pre-construction Services		Task 9 – Project Management		Total Labor	Total Cost
			Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$		
Project Executive	\$ 122.59	\$ 227.39		\$ -		\$ -		\$ -	80	\$ 18,191.20	80	\$ 18,191.20
Project Manager	\$ 82.69	\$ 188.46		\$ -	0.00	\$ -		\$ -	150	\$ 28,269.00	150	\$ 28,269.00
Project Estimator	\$ 90.38	\$ 203.56		\$ -		\$ -	150.0	\$ 30,534.00		\$ -	150	\$ 30,534.00
Project Scheduler	\$ 93.75	\$ 208.43		\$ -		\$ -	40.0	\$ 8,337.20		\$ -	40	\$ 8,337.20
Project Superintendent	\$ 85.58	\$ 190.02		\$ -		\$ -	40.0	\$ 7,600.80		\$ -	40	\$ 7,600.80
Project Assistant Superintendent	\$ 62.50	\$ 124.68		\$ -		\$ -	40.0	\$ 4,987.20		\$ -	40	\$ 4,987.20
Project Engineer	\$ 74.52	\$ 155.23	80.00	\$ 12,418.40	40.00	\$ 6,209.20		\$ -		\$ -	120	\$ 18,627.60
Project Coordinator	\$ 41.83	\$ 95.91		\$ -	40.00	\$ 3,836.40		\$ -	20.0	\$ 1,918.20	60	\$ 5,754.60
Project Accountant	\$ 52.89	\$ 123.82		\$ -		\$ -		\$ -	60.0	\$ 7,429.20	60	\$ 7,429.20
			80.00	\$12,418.40	80.00	\$10,045.60	270.00	\$51,459.20	310.00	\$55,807.60	740.00	\$ 129,730.80

\$ 129,730.80

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**ATTACHMENT C SCHEDULE**

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Activity ID	Activity Name	Original Duration	Start	Finish	2026		2027				2028				2029				2030					
					Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
<b>Water Treatment Plant No. 8 Membrane Expansion - Phase 1 LIVE</b>					30-Apr-30; Water Treatme																			
<b>Project Milestones</b>					30-Apr-30; Project Milesto																			
A0010	Notice to Proceed	0	01-Jul-26*		◆ Notice to Proceed																			
A7940	Submit Injection Well Permit	0	16-Nov-26		◆ Submit Injection Well Permt																			
A8330	Pilot and Corrosion Control Testing Kickoff	0	23-Nov-26*		◆ Pilot and Corrosion Control Testing Kickoff																			
A0050	Submit Draft PDR	0		15-Dec-26	◆ Submit Draft PDR																			
A7980	30% Design Complete	0		31-Dec-26	◆ 30% Design Complete																			
A0060	Submit Final PDR	0		22-Jan-27	◆ Submit Final PDR																			
A7740	60% Design Complete	0		10-May-27	◆ 60% Design Complete																			
A7910	Milestone - GMP #1 Approved - Early Works/Injection Well	0		10-May-27	◆ Milestone - GMP #1 Approved - Early Works/Injection Well																			
A7750	90% Design Complete	0		24-Sep-27	◆ 90% Design Complete																			
A7760	100% Design Complete	0		04-Nov-27*	◆ 100% Design Complete																			
A7770	Milestone - Start Injection Well Drilling	0	08-Nov-27		◆ Milestone - Start Injection Well Drilling																			
A7920	Milestone - GMP #2 Approved - Treatment Plant	0		07-Dec-27	◆ Milestone - GMP #2 Approved - Treatment Plant																			
A7900	Injection Well Drilling Complete	0		08-Dec-28	◆ Injection Well Drilling Complete																			
A7930	GMP #1 Scope Complete	0		14-Mar-29*	◆ GMP #1 Scope Complete																			
A0130	Estimated Substantial Completion	0		31-Dec-29*	◆ Estimated Substantial Completion																			
A0140	Estimated Final Completion	0		30-Apr-30*	◆ Estimated Final Completion																			
<b>Pilot Testing Program</b>					14-Jun-27; Pilot Testing Program																			
A7950	Pilot Testing Program - Kickoff and Program Alignment	10	23-Nov-26	08-Dec-26	■ Pilot Testing Program - Kickoff and Program Alignment																			
A7330	Pilot Testing Program - Develop Test Plan	15	09-Dec-26	31-Dec-26	■ Pilot Testing Program - Develop Test Plan																			
A8320	Pilot Testing Program - PBCWUD Equipment Available	0	01-Jan-27*		◆ Pilot Testing Program - PBCWUD Equipment Available																			
A7340	Pilot Testing Program - Equipment Mobilization	10	04-Jan-27	15-Jan-27	■ Pilot Testing Program - Equipment Mobilization																			
A7350	Pilot Testing Program - Startup and Membrane Loading	10	18-Jan-27	29-Jan-27	■ Pilot Testing Program - Startup and Membrane Loading																			
A7360	Pilot Testing Program - Operation and Monitoring	91	29-Jan-27	30-Apr-27	■ Pilot Testing Program - Operation and Monitoring																			
A7370	Pilot Testing Program - Data Analysis	15	03-May-27	21-May-27	■ Pilot Testing Program - Data Analysis																			
A7380	Pilot Testing Program - Technical Memorandum	15	24-May-27	14-Jun-27	■ Pilot Testing Program - Technical Memorandum																			
A8340	Pilot Testing Program - Incorporate Pilot Results into 60% Design	15	24-May-27	14-Jun-27	■ Pilot Testing Program - Incorporate Pilot Results into 60% Design																			
<b>Corrosion Control Testing</b>					01-Jun-27; Corrosion Control Testing																			
A7960	Corrosion Control Testing - Kickoff and Program Alignment	10	23-Nov-26	08-Dec-26	■ Corrosion Control Testing - Kickoff and Program Alignment																			
A7390	Corrosion Control Testing - Water Quality Sampling Plan	10	09-Dec-26	22-Dec-26	■ Corrosion Control Testing - Water Quality Sampling Plan																			
A7400	Corrosion Control Testing - Distribution System Material Analysis	30	23-Dec-26	05-Feb-27	■ Corrosion Control Testing - Distribution System Material Analysis																			
A7410	Corrosion Control Testing - Bench Scaling Testing	60	08-Feb-27	03-May-27	■ Corrosion Control Testing - Bench Scaling Testing																			
A7420	Corrosion Control Testing - Develop Report	20	04-May-27	01-Jun-27	■ Corrosion Control Testing - Develop Report																			
<b>GMPs</b>					07-Dec-27; GMPs																			
<b>GMP #1 - Concentrate Disposal System / Early Works</b>					10-May-27; GMP #1 - Concentrate Disposal System / Early Works																			
A7830	GMP #1 (Concentrate Disposal System/Early Works) Preparation	45	02-Dec-26	05-Feb-27	■ GMP #1 (Concentrate Disposal System/Early Works) Preparation																			
A7840	GMP #1 (Concentrate Disposal System/Early Works) Negotiation and Approval	65	08-Feb-27	10-May-27	■ GMP #1 (Concentrate Disposal System/Early Works) Negotiation and Approval																			
<b>GMP #2 - New Water Treatment Plant and Facilities</b>					07-Dec-27; GMP #2 - New Water Treatment Plant and Facilities																			
A1025	GMP #2 (New Water Treatment Plant and Facilities) Preparation	45	01-Jul-27	02-Sep-27	■ GMP #2 (New Water Treatment Plant and Facilities) Preparation																			
A1026	GMP #2 (New Water Treatment Plant and Facilities) Negotiation and Approval	65	03-Sep-27	07-Dec-27	■ GMP #2 (New Water Treatment Plant and Facilities) Negotiation and Approval																			
<b>Preliminary Design Report</b>					22-Jan-27; Preliminary Design Report																			
A7970	PBCWUD Provides Requested Data	30	01-Jul-26	31-Jul-26	■ PBCWUD Provides Requested Data																			

Remaining Level of Effort
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 Remaining Work
 Critical Remaining Work
 Milestone





Activity ID	Activity Name	Original Duration	Start	Finish	2026			2027				2028				2029				2030				Q1			
					Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
<b>30% Design</b>					75	14-Sep-26	31-Dec-26																				
<b>Civil/Site</b>					75	14-Sep-26	31-Dec-26																				
A7990	30% - Civil/Site - Paving, Grading Drainage	60	14-Sep-26	08-Dec-26																							
A8000	30% - Civil/Site - Yard Piping	60	14-Sep-26	08-Dec-26																							
A8010	30% - Civil/Site - Internal QC and Updates/Submit Draft to PBCWUD	15	09-Dec-26	31-Dec-26																							
<b>Raw Water Pipe</b>					75	14-Sep-26	31-Dec-26																				
A8020	30% - Raw Water Pipe - Structural	60	14-Sep-26	08-Dec-26																							
A8030	30% - Raw Water Pipe - Process/Mechanical	60	14-Sep-26	08-Dec-26																							
A8040	30% - Raw Water Pipe - Electrical	60	14-Sep-26	08-Dec-26																							
A8050	30% - Raw Water Pipe - Instrumentation and Controls	60	14-Sep-26	08-Dec-26																							
A8060	30% - Raw Water Pipe - Equipment Specifications	60	14-Sep-26	08-Dec-26																							
A8070	30% - Raw Water Pipe - Internal QC and Updates/Submit Draft to PBCWUD	15	09-Dec-26	31-Dec-26																							
<b>Pretreatment</b>					75	14-Sep-26	31-Dec-26																				
A8080	30% - Pretreatment - Structural	60	14-Sep-26	08-Dec-26																							
A8090	30% - Pretreatment - Process/Mechanical	60	14-Sep-26	08-Dec-26																							
A8100	30% - Pretreatment - Electrical	60	14-Sep-26	08-Dec-26																							
A8110	30% - Pretreatment - Instrumentation and Controls	60	14-Sep-26	08-Dec-26																							
A8120	30% - Pretreatment - Equipment Specifications	60	14-Sep-26	08-Dec-26																							
A8130	30% - Pretreatment - Internal QC and Updates/Submit Draft to PBCWUD	15	09-Dec-26	31-Dec-26																							
<b>Nanofiltration Treatment System</b>					75	14-Sep-26	31-Dec-26																				
A8140	30% - Nanofiltration Treatment System - Structural	60	14-Sep-26	08-Dec-26																							
A8150	30% - Nanofiltration Treatment System - Process/Mechanical	60	14-Sep-26	08-Dec-26																							
A8160	30% - Nanofiltration Treatment System - Electrical	60	14-Sep-26	08-Dec-26																							
A8170	30% - Nanofiltration Treatment System - Instrumentation and Controls	60	14-Sep-26	08-Dec-26																							
A8180	30% - Nanofiltration Treatment System - Equipment Specifications	60	14-Sep-26	08-Dec-26																							
A8190	30% - Nanofiltration Treatment System - Internal QC and Updates/Submit Draft to PBC	15	09-Dec-26	31-Dec-26																							
<b>Post-Treatment</b>					75	14-Sep-26	31-Dec-26																				
A8200	30% - Post-Treatment - Structural	60	14-Sep-26	08-Dec-26																							
A8210	30% - Post-Treatment - Process/Mechanical	60	14-Sep-26	08-Dec-26																							
A8220	30% - Post-Treatment - Electrical	60	14-Sep-26	08-Dec-26																							
A8230	30% - Post-Treatment - Instrumentation and Controls	60	14-Sep-26	08-Dec-26																							
A8240	30% - Post-Treatment - Equipment Specifications	60	14-Sep-26	08-Dec-26																							
A8250	30% - Post-Treatment - Internal QC and Updates/Submit Draft to PBCWUD	15	09-Dec-26	31-Dec-26																							
<b>Disinfection, High Service Pumping, and Storage</b>					75	14-Sep-26	31-Dec-26																				
A8260	30% - Disinfection, High Service Pumping, and Storage - Structural	60	14-Sep-26	08-Dec-26																							
A8270	30% - Disinfection, High Service Pumping, and Storage - Process/Mechanical	60	14-Sep-26	08-Dec-26																							
A8280	30% - Disinfection, High Service Pumping, and Storage - Electrical	60	14-Sep-26	08-Dec-26																							
A8290	30% - Disinfection, High Service Pumping, and Storage - Instrumentation and Controls	60	14-Sep-26	08-Dec-26																							
A8300	30% - Disinfection, High Service Pumping, and Storage - Equipment Specifications	60	14-Sep-26	08-Dec-26																							
A8310	30% - Disinfection, High Service Pumping, and Storage - Internal QC and Updates/Sub	15	09-Dec-26	31-Dec-26																							
<b>60% Design</b>					141	09-Dec-26	30-Jun-27																				
<b>Civil/Site</b>					141	09-Dec-26	30-Jun-27																				
A4150	60% - Civil/Site - Paving, Grading Drainage	90	09-Dec-26	19-Apr-27																							
A4160	60% - Civil/Site - Yard Piping	90	09-Dec-26	19-Apr-27																							

Remaining Level of Effort
 Summary  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone













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**ATTACHMENT D GENERAL CONDITIONS/SUPPLEMENTAL CONDITIONS**

**GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-  
BUILDER**

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## 1. Definitions

Wherever the words or terms defined in this GC Article 1 or pronouns used in their stead occur in the Specifications or other Contract Documents, they shall have the meanings herein given.

"Addendum" - A written explanation, interpretation, change, correction, addition, deletion, or modification of the Contract Documents issued in writing by the Owner prior to opening the Bids.

"Agreement" means the Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build Project Agreement (WUD Project No. 25-034) which these General Conditions are attached to as Attachment D.

"Alternative Dispute Resolution" or "ADR" – A dispute resolution process to resolve issues related to the Project. Unless a specific ADR process is required herein or by Laws and Regulations, the parties may agree to the format of the ADR procedure.

"Application for Payment" - The form furnished by the County which is to be used by the Design-Builder to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

"Bonds" - Bid, Public Construction Bond, and other instruments which protect against loss due to inability, failure or refusal of the Design-Builder to perform the Work specified in the Contract Documents.

"Change Order" - A document signed by the Design-Builder and the County and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after execution of the Agreement.

"Construction Documents" - Documents, consisting of Drawings and Technical Specifications, to be prepared or assembled by the Design-Builder consistent with the Design Criteria Package unless a deviation from the Design Criteria Package is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by GC Article 2.4.

"Construction Manager" - The construction manager is an employee of the Design-Builder who shall be in attendance at the project site during performance of the Work and shall represent the Design-Builder. Communications given to the construction manager or decisions made by the construction manager shall be as binding as if given to or made by the Design-Builder. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed on written request in each case.

"Contract Documents" – Shall have the meaning set forth in Article 2.1 of the Agreement.

"Contract Price" - The total monies payable by the County to the Design-Builder under the terms and conditions of the Contract Documents.

"Contract Time" - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

"Cost of Work" – Costs as are further defined herein that are reasonably incurred in the delivery of a project that do not include overhead and profit.

"County" - Palm Beach County Board of County Commissioners, Palm Beach County, Florida.

"Defective Work" - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to final payment.

"Design-Builder" – As designated in the Agreement.

"Design-Builder's Representative" – shall be David Austin

"Design-Builder's Senior Representative" shall be Matthew Allen

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

"Drawings" - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent and scope of the Work to be performed, which have been prepared and approved by the Owner, and which are considered a part of the Contract Documents.

"Effective Date of the Agreement " - The date indicated in the Agreement on which it was executed, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Field Order" - An order by the Owner that does not impact the cost or time of performance of the Work.

"Final Completion or Final Acceptance" - The date on which all Work is complete as determined by the Owner in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under GC Article 56 and the submission of all documents set forth in GC Article 57.

"Force Majeure Events" - Events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, quarantine, travel restrictions, adverse or unusual weather conditions, and other acts of God.

"Guaranteed Maximum Price (GMP)" – The amount proposed by the Design-Builder and accepted by the Owner as the maximum cost to the Owner for construction of the Work in accordance with the Contract Documents. The GMP includes the sum of all reimbursable costs (cost of work, inclusive of contingencies and allowances) plus a fee for the Design-Builder's overhead and profit. All costs incurred above the GMP are the responsibility of the Design-Builder.

"General Requirements" - Division 1 of the Technical Specifications.

"Hazardous Conditions" - any materials, wastes, substances and chemicals which are considered or deemed to be hazardous, which are or become regulated by any local governmental authority, the State of Florida, or the United States Government, under applicable law, or the handling, storage, remediation, or disposal of any such materials which are regulated by applicable law.

"Inclement Weather" – A normal work day during which the Design-Builder was unable to perform critical path work for a continuous period of more than four (4) hours during that day.

"Inspector" - The inspector shall be in attendance at the project site during performance of the Work and shall report to, and be under the direct supervision of, the Resident Project Representative, if

applicable, or the Owner. The inspector shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Owner.

"Laws and Regulations; Laws or Regulations" – Applicable laws, rules codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body having jurisdiction over the Project or the Site and which is authorized to issue such Laws and Regulations.

"Normal Working Hours" - Normal working hours shall consist of forty (40) hours per week with no more than eight (8) hours per day Monday through Friday, not including holidays.

"Notice to Proceed" - The written notice issued by the County, or its authorized agents, to the Design-Builder authorizing the Design-Builder to proceed with the Work and establishing the date of commencement of the Contract Time.

"Owner" - Palm Beach County Board of County Commissioners, Palm Beach County, Florida.

"Owner's Representative" shall be the Owner's Project Manager.

"Owner's Senior Representative" shall be the Water Utilities Director or Deputy Director, as directed by the Owner.

"Project" - The entire design and construction to be performed as provided in the Contract Documents.

"Resident Project Representative" - The resident project representative shall be in attendance at the project site during performance of the Work and shall represent the Owner. Communications given to the resident project representative or decisions made by the resident project representative shall be as binding as if given to or made by the Owner. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed or requested in writing in each case.

"Shop Drawings" - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or on behalf of the Design-Builder to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Design-Builder to illustrate material or equipment for some portion of the Work.

"Specifications" - (Same definition as for Technical Specifications hereinafter).

"Subcontractor" An individual, firm, or corporation having a direct contract with the Design-Builder or with any other Subcontractor of the Design-Builder for the performance of a part of the Work at the Site. For purposes of this Agreement, Subcontractor includes any Design subconsultants.

"Substantial Completion" - The date as determined by the Owner but which determination shall not be unreasonably withheld, as evidenced by the Owner's definitive Certificate of Substantial Completion, when the construction of the entire Project (or a specified part thereof) is sufficiently completed, in accordance with the Contract Documents, so that the entire Project (or a specified part) can be utilized for the purposes for which it is intended. When the entire Project is considered to be Substantially Complete, this does not constitute Final Completion or Final Acceptance of the entire Project.

"Supplier" - A manufacturer, fabricator, provider, distributor, materialman or vendor.

"Technical Specifications" - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of materials, equipment, products, supplies, manufactured articles, standards and the execution of the Work.

"Unbalanced Bid Items" – Bid items in which the unit prices are not in line with industry standards or averages for the items. In order for a bid to be balanced each item must carry its proportionate share of direct cost, overhead, and profit. Unbalanced items which are installed and billed at the beginning of a project also result in "front-end loading."

"Underground Utilities" - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

"Work" - Comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including, but not limited to, procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

"Work Directive" - A written directive to the Design-Builder, issued on or after the Effective Date of the Agreement, and signed by the County, ordering an addition, deletion or revision in the Work in response to an emergency or in the case of an inability to agree upon the amount of compensation of a requested change. The Design-Builder shall proceed upon receipt of a Work Directive to complete the work on a "cost plus" basis in accordance with Article 44, Paragraph A.3.C. A Work Directive may not change the Contract Price or Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price and/or Contract Time.

"Written Amendment" - A written amendment of the Contract Documents, executed by the County and the Design-Builder on or after the Effective Date of the Agreement, becomes a part of the Contract Document and specifies the scope of work, duration, total GMP, liquidated damages, and schedule to be constructed by Design-Builder in accordance with the terms of the Agreement.

## **2. Preliminary Matters**

2.1 When the Design-Builder delivers the signed Agreement to the County, the Design-Builder shall also deliver to the County such Bonds and Insurance Policies, Certificates or other documents as the Design-Builder may be required to furnish in accordance with the Contract Documents.

The County will furnish to the Design-Builder three (3) copies of the Contract Documents. Additional quantities of the Contract Documents will be furnished at reproduction cost.

The County and the Design-Builder have the option to mutually agree to implement a partnering cooperative approach to problem solving, as more fully set forth below.

Voluntary Partnering - The objective of partnering is to establish a partnership charter and action plan between the County and Design-Builder to identify and achieve reciprocal goals. This partnership will not change the legal relationship of the parties to the Agreement nor relieve either party from any of the terms of the Agreement. This partnership will be bilateral in make-up and only if participation is desired by the Contractor. Any cost associated with developing this partnership must be agreed to by both parties, in writing and will be shared equally.

If both the County and Design-Builder agree to partnering, the County's representative and the Design-Builder's representative will meet and plan a partnering development seminar/team building workshop.

At this planning session, arrangements will be made to select a facilitator, determine workshop attendees, and develop an agenda and location. Participants shall include the Architect/Engineer and key project personnel, representatives of the subcontractors, utilities, regulatory agencies and others will be invited. Management personnel consisting of the Director-level head of the Division or Department and a Corporate Officer or other person representing ownership of the Design-Builder, and of the Architect/Engineer of Record shall also participate in the partnering workshop and its implementation.

Follow-up workshops may be held throughout the duration of the Agreement as agreed to by the County and Design-Builder.

## General Services.

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

2.2.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including, but not limited to; (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the Design-Builder and Owner contingency accounts; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.2.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by GC Article 2.2.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s) and indicate schedule variance, if any, and month-on-month trends within the schedule. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

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

## 2.3 Design Professional Services.

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

## 2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Design-Build Criteria (Attachment H to the Agreement), as the Design-Build Criteria may have been changed through the design process set forth in this GC Article 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Design-Build Criteria, or, if applicable, previously submitted design submissions. Changes to the Design-Build Criteria, including those that are deemed minor changes under GC Article 45.A, shall be processed in accordance with GC Article 45. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review, the Construction Documents in accordance with the procedures set forth in GC Article 2.4.1 above. Design-Builder shall proceed with construction in accordance with the Construction Documents and shall submit three (3) sets of Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Owner's review of any interim design submissions, meeting minutes, and Construction Documents shall not be deemed to transfer any design liability from Design-Builder to Owner.

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

## 2.5 Laws and Regulations.

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

2.5.2 The Contract Price and/or Contract Time(s) will be adjusted to reasonably compensate Design-Builder for the effects of any changes in the Laws and Regulations enacted after the date of the Agreement affecting the performance of the Work, or if Contract Price is established after the date of the Agreement, the date the parties agree upon the Contract Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Laws and Regulations.

## 2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain on Owner's behalf, and Owner shall pay for all necessary permits, approvals, licenses (software licenses excluded), government charges and inspection fees required for

the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are required for the Project.

### **3. Before Starting Construction**

The Design-Builder shall submit to the Owner for review those documents identified in the Contract Documents. Before undertaking each part of the Work, the Design-Builder shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Design-Builder shall notify the Owner, in writing, of all conflicts, errors, inconsistencies, or omissions which they may discover; and obtain specific instructions in writing from the Owner before proceeding with any part of the Work affected thereby. The Design-Builder shall not take advantage of any apparent error or omission which may be found in the Contract Documents, but the Owner shall be entitled to make such corrections therein and interpretations thereof in writing, as it may determine to be necessary for the fulfillment of their intent. The Design-Builder shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at their own expense all Work improperly constructed through failure to notify the Owner and request specific instructions.

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

4.1 Preconstruction Conference: Following the execution of the Agreement and prior to start of construction, a pre-construction conference will be scheduled by the Owner and Design-Builder, which must be attended by the Design-Builder and Owner. This conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions, and to establish a working understanding between the Parties as to the Project. This conference may include representatives of the County, local utilities, regulatory agencies, other contractors performing work in the area for the County, and any other party that may be deemed as necessary for the orderly performance of the Work. However, this does not relieve the Design-Builder of the responsibility of contacting local utilities and any other necessary agencies or contractors.

4.2 Unless otherwise provided for in the Contract Documents the Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Work consistent with the Contract Documents.

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

4.4 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

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

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

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

#### 4.8 Design-Builder's Responsibility for Project Safety.

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

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

4.8.3 Design-Builder's responsibility for safety under this GC Article 4.8 is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Laws and Regulations, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

#### 4.9 Design-Builder's Warranty.

4.9.1 Design-Builder warrants to Owner that the construction of the Work, including all materials and equipment furnished as part of the construction of the Work, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this GC Article 4.9 or the Contract Documents. Design-Builder will provide Owner with an executed Form of Guarantee, attached to the Agreement as Attachment F, *Form of Guarantee*, and all manufacturers' warranties upon Substantial Completion.

#### 4.10 Correction of Defective Work.

4.10.1 Design-Builder agrees to correct any Work that is not in conformance with the Contract Documents, including that part of the Work subject to GC Article 4.9 hereof, within a period of one (1) year from the date of Final Acceptance of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty expressly included in the Contract Documents. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the Form of Guarantee shall subject the remedied portion of the Work to an extended warranty period of one (1) year after the defect has been remedied. The surety shall be bound with and for the Design-Builder in the Design-Builder's faithful observance of the Form of Guarantee.

4.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such Defective Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

The one-year correction period referenced in GC Article 4.10.1 above applies only to Design-Builder's obligation to correct Defective Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## **5. Intent and Amending Contract Documents**

### **A. Intent**

The Contract Documents comprise the entire Agreement between the County and Design-Builder concerning the Work. The Contract Documents are complementary, so that any Work exhibited in the one shall be executed just as if it has been set forth in all, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the Owner.

It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Design-Builder whether or not specifically called for.

In the event of a conflict, omission, error or discrepancy in the Contract Documents the Design-Builder shall promptly notify the Owner. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth in Article 2.0 of the Agreement.

The captions or subtitles of the several Articles and Divisions of these Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.

From time to time during the progress of the Work, the Owner may furnish supplementary drawings attached to a Change Order, a Field Order, a work Directive, or as a response to the Design-Builder's request for additional information, as they determine necessary to show changes or define the Work in more detail, and these also shall be considered as part of the Contract Documents.

### **B. Amending and Supplementing the Contract Documents**

1. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
  - a. A formal Written Amendment
  - b. A Change Order
  - c. A Field Order
  - d. A work Directive

As indicated in Articles 44 and 49, Contract Price and Contract Time may be changed by a Change Order or an Amendment.

2. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
  - a. A Field Order
  - b. The Owner's approval of a Shop Drawing or Sample, provided that Design-Builder has called such variation or deviation from the Contract Documents to the attention of Owner in a writing in accordance with GC 72, which specifically identifies the change.
  - c. The Owner's written interpretation or clarification of the Intent of the Contract Documents.

## **6. Reuse of Documents**

Neither the Design-Builder, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents (or copies of any thereof) prepared by the Owner for use on the Work, and they shall not reuse any of them on extensions of the project or any other project without prior written consent of the County and the Owner.

## **7. Occupying Private Land**

The County shall furnish, as indicated in the Contract Documents, the Lands upon which the work is to be performed, Rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Design-Builder. These Lands are shown on the Contract Drawings and it is the Design-Builder's Responsibility to perform the work within the legally described Limits of the Lands. The Design-Builder shall provide for all additional Lands and access thereto required for temporary Construction facilities or storage of equipment and materials.

The Design-Builder shall not (except after written consent from the proper parties) enter or occupy with personnel, tools, equipment or materials, any land outside the rights-of-way or property of the County. Upon request of the County, the Design-Builder shall give a copy of the written consent to the County.

## **8. Work in State and County Rights-of-Way and Easements**

When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the Design-Builder shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the

original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

**9. Work Adjacent to Telephone, Power, Water, Sewer, Drainage Cable TV and Gas Company Structures**

In all cases where Work is to be performed near utilities including, but not limited to, telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Design-Builder shall provide written notification to the respective companies of the areas in which Work is to be performed, prior to the actual performance of any Work in these areas, and shall take all actions necessary to protect such facilities from damage.

**10. Use of Public Streets**

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the Design-Builder and the streets cleaned to the satisfaction of the Owner and the County Engineering Department, the Florida Department of Transportation, or other local agency having jurisdiction, as applicable.

**11. Subsurface Investigation**

In the preparation of the Contract Documents, the Owner has relied on the reports and tests of subsurface conditions taken at the job site. Such reports are not guaranteed as to their accuracy or completeness and are not part of the Contract Documents.

The County does not warrant or guarantee the accuracy or correctness of this material with respect to actual subsurface conditions.

The Design-Builder shall be responsible for having determined to their satisfaction, the nature and location of the Work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work. The prices established for the Work to be done will reflect all costs pertaining to the Work.

**12. Obstructions**

The information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the site and reports of prior property ownership of the site are based on information and data furnished to the County by the owners of such Underground Utilities or others. The County is not responsible for the accuracy or completeness of any such information or data, and the Design-Builder shall have full responsibility for reviewing, checking and verifying all such information and data, for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price.

All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across all excavations. Where it is necessary to temporarily interrupt services, the Design-Builder shall notify the Owner or occupant of such facilities, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Design-Builder shall obtain permission from

their owner, or shall make suitable arrangements for their disconnection by their owner. The Design-Builder shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Design-Builder prior to performing the Work. The Design-Builder shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the Owner in order that necessary changes may be made to permit installation of the Work.

### **13. Dimensions of Existing Structures**

Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the Design-Builder shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

### **14. Elevation Datum**

The datum adopted for the Project is NAVD of 1988. All elevations refer to this datum.

### **15. Work to Conform**

During its progress and on its completion, all Work shall conform to the lines, levels, and grades indicated on the Drawings or given by the Owner and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Contract Documents and the written instructions or written directions given from time to time by the Owner. In no case shall any Work in excess of the requirements of the Contract Documents be paid for unless so approved in writing by an appropriately executed change order, work directive or written amendment.

All Work done without written instructions having been given by the Owner, done without proper lines or levels, or done during the absence of the Owner, or his agent, will not be estimated or paid for except when such Work is authorized in writing by an appropriately executed change order, work Directive or written amendment. Work so done may be ordered uncovered or taken down, removed and replaced entirely at the Design-Builder's expense.

### **16. Location of Proposed Work**

Piping and structures to be installed by Design-Builder, will be located substantially as indicated on the Drawings, but the right is reserved by the County, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Design-Builder's convenience and does not relieve the Design-Builder from laying and jointing different or additional items where required without additional compensation. Design-Builder shall be entitled to compensation if County directs a change in location of piping or structures that results in an increase in the quantity of materials or depth of excavation.

### **17. Bonds**

The bond requirements may be waived where permissible under applicable law.

The Design-Builder shall, upon delivery of the executed Agreement with the County, deposit with the County a Public Construction Bond, in the form included in these documents, providing for the satisfactory completion of the Work and providing security for payment of all persons performing labor in connection with this Agreement. Such bond shall be furnished in an amount equal to 100% of the

value of construction as security for the performance and payment of all Design-Builders' obligations under the Contract Documents and shall be recorded by Design-Builder in the public records of Palm Beach County. The form and conditions of the Bond and the Surety shall be acceptable to the County. As soon as possible after award of the Agreement, Design-Builder shall deliver to County a certified copy of the recorded Public Construction Bond or, when applicable, the recorded Payment and Performance bonds. **No payment will be made for the Work performed under the Contract Documents until a certified copy of the appropriate bond(s) has been delivered to County.**

The bond shall be written by a Surety Company of recognized standing, licensed to do business in the State of Florida, and having a resident agent in the State of Florida. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, current revision, entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bond shall be executed by an Attorney-in-Fact for the Surety Company with a certified copy of his Power of Attorney attached to the Bonds.

The bonding limit of the Surety Company shall not exceed the limits indicated in the U.S. Department of Treasury listing unless the Surety Company submits a "reinsurance agreement form" indicating the amount above the bonding limit is insured by another Surety Company also on the U.S. Department of Treasury listing.

If the Surety Company on any Bond furnished to the County is declared, upon notification of the Insurance Agent, as bankrupt or becomes insolvent or its right or license to do business is terminated in the State of Florida, or it ceases to meet any of the requirements stated herein, the Design-Builder shall within ten (10) working days thereafter substitute another Bond and Surety Company at no cost to the County, both of which must be acceptable to the County. If the project is declared more than 90% complete by the County at the time of the Surety's bankruptcy or insolvency, the Design-Builder may, at the County's option, obtain a Maintenance Bond in the amount of 100% of the project cost, for the one (1) year warranty period from the date of Final Acceptance. The Maintenance Bond shall be submitted on the form provided by the County and shall comply with all of the requirements for Public Construction Bond stated herein.

Failure by the Design-Builder to substitute satisfactory Bonds under this Article shall result in any or all of the following actions by the County:

1. Withholding of all applications for payment until satisfactory bonds are received and accepted, and/or;
2. Default in the Agreement and cancellation as provided for in the Agreement's default clause, and/or;
3. Suspension of the Design-Builder's name from the County's bid list for a period of not less than three (3) years from the date of Surety or Agreement default.

## **18. Design-Builder's Insurance**

Unless otherwise specified in this Agreement or granted by County's Risk Management Department, the Design-Builder shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement or the performance of work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Design-Builder shall deliver to Owner Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Agreement by Owner and prior to commencement of work on the project. Such

certificate(s) shall adhere in every respect to the conditions set forth herein. Where permitted by the policy, coverage shall apply on a primary and non-contributory basis.

The requirement contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Design-Builder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Design-Builder under the Agreement.

COMMERCIAL GENERAL LIABILITY Design-Builder shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, Explosion, Collapse and Underground hazards (X-C-U Coverages), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Design-Builder agrees this coverage shall be provided on a primary basis.

BUSINESS AUTOMOBILE LIABILITY Design-Builder shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Design-Builder agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Design-Builder not own any automobiles, the business auto liability requirement shall be amended to allow the Design-Builder to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY Design-Builder shall agree to maintain Workers' Compensation Insurance & employer's liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Design-Builder in or doing work in the Construction Industry, or proof of workers' compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any work is sublet Design-Builder shall require all Subcontractors to similarly comply with this requirement unless such Subcontractors' employees are covered by Design-Builder's Workers' Compensation insurance policy. Design-Builder agrees this coverage shall be provided on a primary basis.

ADDITIONAL REQUIRED INSURANCE WHEN WORK INVOLVES Design-Builder shall agree to maintain the following additional required insurance coverages with respect to any work involving property, operations, or type of equipment for which each insurance coverages described below have been designed specifically to provide coverage for:

WATERCRAFT LIABILITY With respect to any of the work hereunder involving watercraft owned, hired, or borrowed, the Design-Builder shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Design-Builder agrees this coverage shall be provided on a primary basis.

AIRCRAFT LIABILITY With respect to any of the work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Design-Builder shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Design-Builder agrees this coverage shall be provided on a primary basis.

PROFESSIONAL LIABILITY With respect to any of the work involving architecture, engineering, or design, the Design-Builder shall maintain professional liability insurance. Through annual renewals the

coverage shall remain in force for three (3) years after Substantial Completion. Design-Builder agrees this coverage shall be provided on a primary basis.

**BUILDERS RISK** With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project, the Design-Builder shall maintain Builders Risk insurance providing coverage for the entire work at the project site, and will also cover portions of work located away from the site but intended for use at the site, and will also cover portions of the work in transit. Coverage shall be written on a All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the project. The deductible shall not exceed \$10,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or beneficial use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or beneficial use. Design-Builder shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Design-Builder and County mutually consent to the termination, whichever occurs first. The Design-Builder agrees and understands the County shall not provide any Builder's Risk insurance on behalf of Design-Builder for loss or damage to work, or to any other property of owned, hired, or borrowed by the Design-Builder. In addition, the Design-Builder agrees that they shall be responsible for all policy deductibles.

**INLAND MARINE/TRANSIT INSURANCE** With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Design-Builder shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Design-Builder agrees this coverage shall be provided on a primary basis. The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Design-Builder and County mutually consent to the termination, whichever occurs first. The Design-Builder agrees and understands the County shall not provide any inland marine or transit insurance on behalf of Design-Builder for loss or damage to work, or to any other property of owned, hired, or borrowed by the Design-Builder. In addition, the Design-Builder agrees that they shall be responsible for all policy deductibles.

**DRONE – UNMANNED AIRCRAFT SYSTEMS (UAS)** Insurance Requirements will be needed for the use of UAS's. An operator has legal liability. UAS Liability insurance of \$1 million per occurrence, \$2 million aggregate. This coverage includes property damage, injury to persons, personal injury (invasion of privacy), medical expenses, premises liability and war perils such as damage sustained from a malicious act.

**SATISFYING LIMITS UNDER AN UMBRELLA POLICY** If necessary, the Design-Builder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

ADDITIONAL INSURED The Design-Builder agrees to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Design-Builder, except for Worker's Compensation, Business Auto Liability, and Professional Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, Builder's Risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Design-Builder. The endorsement shall read "Palm Beach County Board of County Commissioners". The Design-Builder shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

LOSS PAYEE The Design-Builder shall agree to endorse the County as a Loss Payee on the Builder's Risk and Inland Marine/Transit Insurance, when required to be maintained by the Design-Builder. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." The endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Design-Builder shall agree the Loss Payee endorsement provides coverage on a primary basis.

WAIVER OF SUBROGATION The Design-Builder shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy providing coverage during the life of this Agreement. When required by the insurer or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Design-Builder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

RIGHT TO REVIEW & ADJUST The Design-Builder shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required certificates of insurance, including limits, coverage, or endorsements, hereunder from time to time throughout the life of this Agreement. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Design-Builder written notice of such adjusted limits and Design-Builder shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

NO REPRESENTATION OF COVERAGE ADEQUACY: The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Design-Builder agrees in no way should he coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Design-Builder against any loss exposures, whether as a result of the construction project or otherwise. The County does not represent that the coverage and limits in the table set forth below are sufficient to protect the Design-Builder against any loss exposures, whether as a result of the construction project or otherwise.

CERTIFICATE OF INSURANCE Certificates of Insurance must provide clear evidence that Design-Builder's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the Certificate.

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Agreement, the Design-Builder shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like

coverage for the balance of the period of the Agreement and any extension thereof is in effect. Design-Builder shall agree not continue to work pursuant to this Agreement unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Design-Builder or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Design-Builder until coverage is reinstated. If the Design-Builder fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Design-Builder's expense.

#### ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Reserved.
2. Shall clearly indicate project name and project number to which it applies.
3. Reserved.
4. Evidence of renewal coverage must be provided at least fourteen (14) days in advance of any policy that may expire during the term of this Agreement.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builders Risk and any Inland Marine coverages.
6. Design-Builder shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

Palm Beach County  
Water Utilities Department  
Director Utilities Engineering  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

The County will correspond directly with Design-Builder to convey insurance deficiencies, policy renewal requests and any other insurance documentation needed in order to establish full compliance with the insurance requirements of the Agreement. In the event that County elects to utilize a third-party for insurance tracking, County will provide notice to Design-Builder of said election and relevant address information.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION The Design-Builder shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBCONTRACTOR'S INSURANCE: The Design-Builder shall agree to require each Subcontractor employed by Design-Builder to purchase and maintain insurance of the type specified herein, unless the Design-Builder's insurance provides coverage on behalf of the Subcontractor. When requested by the County, the Design-Builder shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

INSURANCE COVERAGE & TABLE The Design-Builder shall agree to maintain, the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

INSURANCE COVERAGE & LIMIT TABLE					
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE	CONTRACTS \$1,000,000 OR MORE	CONTRACTS \$5,000,000 OR MORE	COVERAGE REQUIRED THIS AGREEMENT
<p><b>COMMERCIAL GENERAL LIABILITY:</b> Limit of Liability not less than:</p> <p>Additional Insured endorsement required:</p>	\$500,000 per occurrence  Yes	\$1,000,000 per occurrence  Yes	\$1,000,000 per occurrence  \$5,000,000 aggregate Yes	\$5,000,000 per occurrence  \$10,000,000 aggregate Yes	Yes
<p><b>COMPREHENSIVE AUTO LIABILITY:</b> Limit of Liability not less than:</p>	\$500,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$5,000,000 per occurrence	Yes
<p><b>PROFESSIONAL LIABILITY:</b> <i>Coverage not less than:</i></p> <p><i>Employers Liability Limits:</i></p>	\$1,000,000 per occurrence \$2,000,000 aggregate  Yes		\$3,000,000 per occurrence \$5,000,000 aggregate  Yes		Yes
<p><b>WORKERS COMPENSATION &amp; EMPLOYER'S LIABILITY:</b> Coverage not less than:</p> <p>Employers Liability Minimum Limits:</p>	Statutory  \$500/\$500/\$500				Yes
<p><b>WATERCRAFT LIABILITY:</b> <i>Limit of Liability not less than:</i></p> <p><i>Additional Insured endorsement required:</i></p>	\$5,000,000 per occurrence  Yes				No
<p><b>AIRCRAFT LIABILITY:</b> When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than:</p> <p>Additional Insured endorsement required:</p>	\$1,000,000 per passenger				No

<b>INSURANCE COVERAGE &amp; LIMIT TABLE</b>		
<b><u>INLAND MARINE/TRANSIT COVERAGE:</u></b> Limit not less than:  Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project.  Yes	No
<b><u>BUILDERS RISK:</u></b> Limit not less than:  Endorsement to waive coverage termination from Occupancy Clause.  Endorsement cover until final acceptance of the project by Certificate of Occupancy by the Owner.  Additional Insured & Loss Payee endorsements required:	The total project completed construction value as well as subsequent modifications to that sum.  Yes  Yes  Yes	Yes
<b><u>DRONE COVERAGE:</u></b> Limit not less than:  Additional Insured & Loss Payee endorsements required:	\$1,000,000 per occurrence \$2,000,000 aggregate  Yes	Yes

**19. Design-Builder's & Owner's Responsibility**

**19.1 Design-Builder's Responsibility**

The Design-Builder shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The County and the Design-Builder have agreed to use a partnering cooperative approach to problem solving (See GC 2). The Design-Builder shall be solely and wholly responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The Design-Builder shall be responsible to see that the finished Work complies accurately with the Contract Documents and for the good condition of the Work and materials until Final Acceptance by the County. The Design-Builder shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Substantial Completion.

The Design-Builder shall designate in writing and keep on the Work site at all times during progress of the Work, a technically qualified construction manager, who shall not be replaced without prior written notice to the County. The construction manager shall be the Design-Builder's representative at the site and shall have full authority to act on behalf of the Design-Builder. All communications given to the construction manager shall be as binding as if given to the Design-Builder. The Design-Builder shall issue all its communications to the County.

The Design-Builder's construction manager or designee, as approved by the Owner, shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Design-Builder until such time as a construction manager or designee is again present at the site.

All materials shall be supplied and the Work shall be done in accordance with the rules, requirements, regulations and directives of various Building Departments and such other State, County, or City Departments having jurisdiction over the same and in accordance with the requirements of the representatives of the mortgagee or mortgagees, if any, or any other governmental bureau, agency, or department interested in this job either directly or indirectly. Design-Builder shall be responsible for making himself aware of any laws or ordinances which may affect Design-Builder's access to the project, the times of day when Design-Builder may perform the work, or in any other way affect Design-Builder's performance of the Work. County will not be liable to Design-Builder for any action of any other governmental or private entity or agency which impacts Design-Builder's costs or schedule for completing the Work. Design-Builder shall be entitled to schedule relief due to unanticipated permit review periods beyond the time periods shown in Design Builder's contract schedule.

Except as otherwise provided in this Article, the Design-Builder shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, even though such overtime work may be required under emergency conditions. Additional compensation will be paid to the Design-Builder for overtime work only in the event extra work is ordered by the Owner and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Design-Builder for overtime work of a similar nature in the same locality.

All costs of field observations, inspection and testing performed by the Owner during overtime work by the Design-Builder which is allowed solely for the convenience of the Design-Builder shall be borne by the Design-Builder, based upon Owner's salary rates plus fringe benefits, overhead, profit and indirect costs. The County shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Design-Builder.

Unless otherwise specified in the Contract Documents, the Design-Builder shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, drainage, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and Final Completion of the Work. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Design-Builder, without special instruction or authorization from County, is obligated to act to prevent threatened damage, injury or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive or Change Order will be issued to document the consequences of the changes or variations.

## 19.2 Owner's Services and Responsibilities

### 19.2.1 Duty to Cooperate.

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

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

19.2.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

### 19.2.2 Furnishing of Services and Information.

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

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

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

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

19.2.2.4 A legal description of the Site;

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

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

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

### 19.3 Financial Information.

Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

### 19.4 Owner's Representative.

19.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes

any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

#### 19.5 Government Approvals and Permits.

19.5.1 Owner shall pay for all necessary permits, approvals, licenses (software licenses excluded), government charges and inspection fees. The Design-Builder shall prepare and submit for any required permits on behalf of the Owner. Owner shall be responsible for the payment of permit fees. As set forth in the Scope of Work attached to the Agreement as Attachment A, Design-Builder shall prepare a permitting responsibility matrix informing Owner which payments are required.

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

#### 19.6 Owner's Separate Contractors.

19.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to reasonably interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

### 20. Discontinuance of Construction

The Design-Builder agrees and guarantees to perform the above mentioned Work in accordance with the terms stated herein, irrespective of any strikes, lockouts, or stoppages, and the Design-Builder shall not employ workers, means, materials, or equipment which may cause strikes, work stoppages, or any disturbances by workers employed by the Design-Builder.

In the event the County is prevented from proceeding with any or all of this Work as stated in this Agreement, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the County's control, then the County herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the Design-Builder herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the County herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

### 21. Warranty

The Design-Builder warrants that the Work (specifically excluding engineering and design services) to be performed under the Agreement and all workmanship, materials, and equipment performed, furnished, used, or installed in the Work (specifically excluding engineering and design services) shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Agreement shall be fulfilled. Engineering and design services shall be performed in accordance with the applicable standard of care. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. The Design-Builder shall remedy all defects in the Work and shall repair, correct, or replace all damage to the other Work resulting from failures covered by the warranty. The warranty shall remain in effect for one (1) year from the date of Final Acceptance unless a longer period is specified. The County shall give written notice of observed defects with reasonable

promptness. Unremedied defects identified for correction during the warranty period and remaining after its expiration shall be considered as part of the obligations of the warranty, but only if County has provided Design-Builder with timely written notice during the warranty period. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall extend the warranty period for that specific defect for one (1) year after the defect has been remedied. The Surety shall be bound with and for the Design-Builder in the Design-Builder's performance of the warranty obligations.

## **22. Field Layout of Work**

All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the Owner in writing. To the extent such lines and grades are provided by the County, the elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the project area who shall be employed by the Design-Builder at their expense. The Design-Builder shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Design-Builder shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations.

The Design-Builder shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Design-Builder resulting from their negligence, the Design-Builder shall be held liable for any expense and damage proximately resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the Design-Builder; and all reference ties recorded shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Design-Builder.

## **23. Specifications**

Where any materials, articles, items, equipment, or processes are specified by one or more trade or brand names, the substitution of unnamed materials, articles, items, equipment, or processes will not be allowed. Where the words "equivalent", "proper", "equal to", or "or Equal" are used, they shall be understood to mean that the referred to materials, items, equipment, articles or processes shall be the equivalent of, or equal to some other materials, items, equipment, articles or processes in the opinion or judgment of the Owner. Unless otherwise specified, all materials, items, equipment, articles or processes shall be the best of their respective kinds and shall be in all cases, fully equal to samples acceptable to the Owner. Even though the words "or equal" or other such expressions may be used in the Specifications, unless a substitute is accepted in writing by the Owner, the Owner shall have the right to require the use of such specifically designated material, equipment, items, articles or processes named in the Specifications.

## **24. Handling and Distribution**

The Design-Builder shall, at his own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Design-Builder.

## **25. Storage of Materials**

Suitable storage facilities shall be furnished by the Design-Builder. All materials, supplies and equipment intended for use in the Work shall be stored by the Design-Builder in accordance with the recommendations of the associated manufacturer or supplier to prevent damage from exposure, contamination by foreign substances, or vandalism. The Owner may refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials, supplies and equipment found unfit for use shall not be incorporated in the Work and shall immediately be removed from the construction or storage site and replaced at no cost to the County.

Should the Design-Builder build temporary structures for housing workers, tools, machinery and supplies, they shall be permitted only at places acceptable under Local codes, Ordinances, Laws, Rules, and Regulations, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the Work, all such structure shall be removed in their entirety, together with all rubbish and trash, at the expense of the Design-Builder.

The Design-Builder shall, at its own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Design-Builder.

## **26. Salvaged Materials**

In the absence of special provisions to the Agreement, salvaged materials, equipment or supplies that occur are the property of the County and shall be stored as directed by the Owner, or shall be properly disposed of by the Design-Builder at their sole cost, if directed by the Owner.

## **27. Subcontracts**

As soon as practical after execution of the Agreement, the Design-Builder shall notify the Owner and request approval in writing, of the use of Subcontractors proposed for the Work and shall not employ any that the Owner may, within a reasonable time, determine are not performing the work in strict conformance with the Contract Documents, or approved changes thereto.

The Design-Builder agrees that they are as fully responsible to the County for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the County.

The Design-Builder shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Design-Builder by the terms of the General Conditions, the Supplemental General Conditions (if used) and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Design-Builder the same power as regards to terminating any subcontract that the County may exercise over the Design-Builder under any provision of the Contract Documents. The Design-Builder shall only contract with bondable Subcontractors if the Subcontractor is performing work that represents more than 15% of the Work.

## **28. Permits**

The Design-Builder shall assist the County in preparing applications for and in obtaining any environmental permits as may be necessary for the prosecution of the Work.

The Design-Builder shall obtain all other necessary permits, licenses, royalties, inspections and certificates pertaining to the Work, including having a design professional, licensed in Florida, sign and seal the design drawings, engineering reports, permit applications, record drawings and final certification and shall comply with all Laws and Regulations, whether or not provided by the Drawings, Technical Specifications, General conditions or other parts of the Contract Documents without additional charge or expense to the County and shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of the Work.

## **29. Employees**

All labor described in these Specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

Any person employed on the Work who fails, refuses or neglects to obey the instructions of the Construction Manager in anything relating to this Work, or who appears to the Construction Manager to be disorderly, intoxicated, insubordinate, unfaithful or incompetent, shall upon the order of said Construction Manager, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the Owner or their inspectors by the Design-Builder or his employees, shall be authority for the County to annul the Agreement and re-let the Work. No intoxicating substance shall be allowed on the Work site.

## **30. Florida Products and Labor**

The Design-Builder's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

## **31. Equal Employment Opportunity**

The Design-Builder warrants and represents that all of its employees or applicants for employment are treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

## **32. Sanitary Regulations**

The Design-Builder shall provide adequate sanitary conveniences for the use of those employed on the Work. Such conveniences shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such a manner as may be required by Local codes, Ordinances, Laws, Rules and Regulations.

The Design-Builder shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. They shall prohibit the committing of nuisances on the site of the Work, on the lands of the County, or on adjacent property.

The County shall have the right to inspect any building or other facility erected, maintained, or used by the Design-Builder, to determine compliance with these Sanitary Regulations.

### **33. Taxes**

The Design-Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by the Design-Builder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### **34. Design-Builder's Use of Premises**

The Design-Builder's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

### **35. Accident Prevention**

No laborer or mechanic employed in the performance of this Project shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Design-Builder shall appoint a qualified and experienced safety representative and shall exercise proper caution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the work site, which occur as a result of their prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Design-Builder shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Design-Builder shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Agreement. The Design-Builder shall promptly furnish the Local Public Agency with reports concerning these matters.

### **36. Precautions During Adverse Weather Prior to Substantial Completion**

During adverse weather, and against the possibility thereof, the Design-Builder shall take all necessary precautions to perform the Work in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The Design-Builder shall be responsible for procuring a builders risk insurance policy to address all changes caused by adverse weather, including unusually high winds and water levels. Impacts from adverse weather which are not covered by the builders risk policy may be considered a force majeure condition subject to cost and schedule relief.

The Design-Builder may suspend construction operations at any time when, in their judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

### **37. Indemnification**

Pursuant to F.S. Chapter 725.06 and 725.08, Design-Builder shall indemnify and hold harmless the County, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of the Work. Design-Builder further agrees to indemnify and save harmless the County and Owner's Representative from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the County or Owner's Representative on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the County or the Owner's Representative for the infringement by the Design-Builder of any and all patents or patent rights claimed by any person, firm, or corporation.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding. This section shall survive termination or expiration of this Contract.

The Design-Builder covenants to obtain, maintain and/or pay for such general liability insurance coverage relative to the general indemnity provisions of this paragraph and other contractual indemnities expressly set forth in this Agreement.

### **38. Non-assignable**

Neither this Agreement, nor any monies due hereunder, or any part thereof, shall be assigned, transferred, or sublet by Design-Builder, nor shall County be liable to any assignee or transferee, or sublease, without the written consent of the County, and without consent to the assignment, transfer, or sublease, the County shall not release or discharge Design-Builder from any obligation hereunder. County shall not consider its approval to an assignment unless the surety on the Public Construction Bond has informed the County in writing that it consents to the assignment.

### **39. Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

### **40. Confidentiality**

In the performance of the Work, the Design-Builder may be exposed to the confidential information of the County and others. The Design-Builder shall not disclose to anyone not employed by the County nor use, except on behalf of the County, any such confidential information acquired by it in the performance of the Work except as authorized by the County in writing and, regardless of the term of this Agreement, the Design-Builder shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the County's business and information concerning the Work (either directly or indirectly disclosed to it or developed by it in the performance of the Work) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction. The Design-Builder also agrees that it will not disclose to the County any information it holds subject to any obligation or confidence to any third persons or parties.

### **41. Work by Others**

The County may perform additional Work related to the Project by itself, or they may let other direct contracts which shall contain General Conditions similar to these. The Design-Builder shall afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work themselves), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate the Design-Builder's Work with theirs.

If any part of the Design-Builder's Work depends on proper execution or results upon the Work of any such other contractor (or County), the Design-Builder shall inspect and promptly report to the Owner, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Their failure to so report shall constitute an acceptance of the other Work as fit and proper for the reception of their Work except as to defects and deficiencies, which may appear in the other Work after the execution of the Work under this Agreement.

The Design-Builder shall do all cutting, fitting and patching of their Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The Design-Builder shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Owner and of the other contractors whose Work will be affected.

If the performance of additional Work by other contractors or the County is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to the Design-Builder by the Owner prior to starting any such additional Work.

#### **42. Owner's Responsibility**

The supervision of the execution of this Agreement is vested wholly in the Design-Builder. The orders, instructions, directions, or requests of the County are to be given through the County or its agents. The Design-Builder shall designate a representative to receive such instructions, directions or requests in their absence and, failing to do so, will be held responsible for the execution of them.

The Owner shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Design-Builder to carry out orders given to perform any or all provisions of the Agreement. This right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other party. Except as provided in the Contract Documents, the Design-Builder shall not suspend the Work and shall not remove any equipment, tools, lumber or other materials without the written permission of the County.

The County shall have free access to the materials and the Work at all times for measuring or observing the same, and the Design-Builder shall afford them all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, the Owner shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; not be responsible for the construction means, methods, procedures, techniques and sequences of construction and will not be responsible for the Design-Builder's failure to perform the construction Work in accordance with the Contract Documents; not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of on-site observations, as an experienced and qualified design professional, will keep the County informed of the progress of the Work, will endeavor

to guard the County against defects and deficiencies in the Work of the Design-Builder and may reject Work as failing to conform to the Contract Documents.

2. Issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Owner may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.
3. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data, which the Design-Builder is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and assemble written guarantees, which are required by the Contract Documents.
4. Consult with and advise the County, act as the County's representative at the project site, issue all instructions of the County to the Design-Builder and prepare routine change orders as required.
5. Based on on-site observations, as an experienced and qualified design professional and on the review of the Design-Builder's applications for payment, determine the amount owing to the Design-Builder and approve in writing payment to the Design-Builder in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review of data comprising such applications, that the Work has progressed to the point indicated and that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the approval. Such partial and final payments will be as specified elsewhere herein except as modified in this paragraph.
6. Conduct, in the company of the County, a final inspection and an "eleventh month inspection" of the Project for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and recommend to the County, in writing, acceptance of the Project for ownership and final payment to the Design-Builder in accordance with Article 59 "Final Payment and Acceptance."

The Owner will be the initial interpreter of the requirements of the Contract Documents.

Owner will determine the actual quantities and classifications of Unit Price Work performed by Design-Builder. Owner will review with Design-Builder the Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Owner has agreed to participate in the use of a partnering cooperative approach to problem solving.

Neither the Owner's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the Owner, in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the Owner to the Design-Builder, any Subcontractor, any Supplier, any Surety, or any other person or organization performing any of the Work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as reviewed", "as approved", or terms of the like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review, or judgment of the Owner as to the Work, it is intended that such requirements, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The

use of any such term or adjective shall not be effective to assign to the Owner any duty or authority to undertake responsibility.

The authority and duties of the resident project representative are limited to examining the material furnished, observing the Work done, and reporting their findings to the Owner. The Owner does not underwrite, guarantee or insure the Work done by the Design-Builder. It is the Design-Builder's responsibility to perform the Work in all details in accordance with the Contract Documents. Failure by the Owner or by any inspectors or other representatives of the County engaged in on-site observation to discover defects or deficiencies in the Work of the Design-Builder shall never, under any circumstances, relieve the Design-Builder from their liability to the County. Inspectors shall have no authority to permit deviations from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Owner.

The Owner, their representatives, employees, or any resident project representative in employment of the Owner shall have no authority to supervise, direct, expedite or otherwise control and instruct or order the Design-Builder or their employees in the fulfillment of the Design-Builder's obligation. The County's instructions, orders, directions and/or orders to the Design-Builder shall be given only through the County's employees or agents.

The Owner shall have the authority to disapprove or reject work which the Owner believes to be defective or that the Owner believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the construction of the completed Project as a functioning whole as indicated by the Contract Documents. The Owner shall also have the authority to require special inspections or testing of the Work as provided in Article 51 of these specifications, whether the Work is fabricated, installed or completed.

If any Work (including the Work of Subcontractors) that is to be inspected, tested or approved is covered without written concurrence of the Owner, it must, if requested by the Owner, be uncovered for observation. Such uncovering shall be at the Design-Builder's sole expense unless the Design-Builder has given the Owner timely notice of the Design-Builder's intention to perform such test or to cover the same and the Owner has not acted with five (5) days in response to such notice.

If any Work is covered contrary to the written request of the Owner, it must, if requested by the Owner, be uncovered for the Owner's observation and replaced at the Design-Builder's sole expense.

If the Owner considers it necessary or advisable that covered Work be observed by the Owner or inspected or tested by others, the Design-Builder, at the Owner's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Design-Builder shall bear all direct costs and damages of such uncovering, exposure, observation, inspection and testing and of satisfactory re-construction, including but not limited to fees and charges of engineers, attorneys and other professionals.

However if such Work is found not to be defective, the Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and re-construction; and if the parties are unable to agree as to the amount or extent thereof, the Design-Builder may make a claim as provided in Articles 44 and 49.

The payment of any compensation, regardless of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Design-Builder to any project representative, is strictly prohibited and any such act on the part of the Design-Builder will constitute a violation of the Agreement.

#### **43. Changes in the Work**

Without invalidating the Agreement and without notice to any Surety, County may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

If County and Design-Builder are unable to agree on the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made thereof as provided in Article 44 or Article 49.

Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided, except in the case of an emergency as provided in Article 19.

County and Design-Builder shall execute appropriate Change Orders (or Written Amendments) covering:

- A. Changes in the Work which are ordered by County, or are required because of acceptance of defective work under Article 51 or correcting defective Work under Article 53, or are agreed to in writing by the parties;
- B. Changes in the Contract Price or Contract Time which are agreed to in writing by the parties; and,
- C. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by Owner pursuant to ADR, provided that, in lieu of executing any such Change Order, Design-Builder or County may litigate any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such ADR and litigations, Design-Builder shall carry on with the Work and adhere to the Progress Schedule as provided in Article 49.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be Design-Builder's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

All changes to the Agreement must comply to Palm Beach County Board of County Commissioners Resolution R-89-633, any revisions thereto and any other policies enacted by the Board of County Commissioners in relation to contract changes.

#### **44. Change of Contract Price**

##### **A. General**

1. The Contract Price constitutes the total compensation (subject to adjustments authorized in writing) payable to Design-Builder for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Design-Builder shall be at his expense without change in the Contract Price.
2. The Contract Price may only be changed by a Change Order or Agreement amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Owner promptly (but in

no event later than thirty (30) calendar days) after occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) calendar days after such occurrence (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Any claim for adjustment in the Contract Price may be determined by ADR if County and Design-Builder cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article. The County shall not be liable for any increase in the Contract Price unless Design-Builder provides documentation acceptable to the County that substantiates the request for the increase.

3. The value of any Work covered by a Change Order, Agreement amendment, or of any claim for an increase or decrease in the Contract Price shall be determined by one of the following methods:
  - a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - b. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph C.1).
  - c. On the basis of the Cost of the Work (determined as provided in paragraphs B.1 and B.2) plus a Design-Builder's Fee for overhead and profit (determined as provided in paragraphs C.1 and C.2).

The County and Design-Builder agree to use good faith efforts to determine the method to be used. However, in the event the parties cannot agree, the County shall be the final determiner of the method to be utilized.

#### B. Cost of the Work

1. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the Work. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article GC 44 paragraph B.2.
  - a. Payroll costs for employees in the direct employ of Design-Builder in the performance of the Work under schedules of job classifications agreed upon by County and Design-Builder. Payroll costs for employees not employed full time in the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment compensation, excise and payroll taxes, worker's or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation pay, holiday pay, and other costs in accordance with the billing rates set forth in Attachment I, Engineering and Construction Hourly Labor Rates attached to the Agreement. The costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services in accordance with the billing rates set forth in Attachment I, *Engineering and Construction Hourly Labor Rates* attached to the Agreement. The expenses of performing Work after regular working hours, on

Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the County.

- b. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and supplier's field services required in connection therewith.
- c. Payments made by Design-Builder to the Subcontractors for Work performed by Subcontractors including any insurance and bond premiums incurred.
- d. Payments made by the Design-Builder to special subconsultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- e. Supplemental costs including the following:
  - (i) The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in the discharge of duties connected with the Work.
  - (ii) Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, temporary utilities and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and costs less market value of such items used but not consumed which remain the property of Design-Builder.
  - (iii) Rentals of all construction equipment and machinery and the parts thereof whether rented from Design-Builder or others. The Design-Builder shall receive payment based upon the actual incurred daily, weekly, or monthly rental rate, maintenance, fuel and delivery costs. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for completion of the Work or any portion thereof for which the equipment, machinery or parts are specifically required.

For special equipment and machinery, owned by the Design-Builder, such as power driven pumps, concrete mixers, trucks, front-end loaders, backhoes, and tractors, or other equipment required for the economical performance of the authorized Work, the Design-Builder shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate Blue Book for Construction Equipment, published by Equipment Guide Book Co., reduced by twenty-five percent (25%). Equipment cost shall be calculated based upon the actual time used on the Work. If said Work requires the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Agreement.

- (iv) Sales, consumer, use or similar taxes related to the Work, and for which Design-Builder is liable, imposed by Laws and Regulations.
- (v) The cost of utilities, fuel and sanitary facilities at the site.
- (vi) Minor expenses such as telegrams long distance phone calls, broadband and telephone service at the site, expressage and similar petty cash items in connection with the Work.

(vii) Cost of premiums for Bonds and insurance required by the Contract Documents and for premiums for property insurance coverage within the limits of the deductible amounts established by County in accordance with GC Article 18.

2. The term Cost of Work shall not include any of the following:

a. Payroll costs and other compensation of Design-Builder's officers, executives, principals (or partnerships and sole proprietorships), general managers, attorneys, auditors, and other personnel employed by Design-Builder whether at the site or in Design-Builder's principal office or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph B.1.a or specifically covered by paragraph B.1.d, all of which are considered administrative costs covered by the Design-Builder's fee.

b. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the site.

c. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work and charges against Design-Builder for delinquent payments.

d. Costs due to the negligence of Design-Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for those acts any of them may be liable for, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

e. Other overhead or general expense costs of any kind and the costs of any items not specifically and expressly included in paragraph B.1.

### C. Design-Builder's Fee

1. The Design-Builder's Fee allowed for overhead and profit shall be determined as follows:

a. A mutually acceptable fixed fee , or if none can be agreed upon, a fee based on the following percentages of the various portions of the Cost of the Work:

(i) For costs incurred under paragraphs B.1.a, the Design-Builder's Fee shall be to be determined percent (to be determined %).

(ii) For costs incurred under paragraphs B.1.b, the Design-Builder's Fee shall be to be determined percent (to be determined %).

(iii) For costs incurred under paragraphs B.1.c the Design-Builder's Fee shall be to be determined percent (to be determined %).

(iv) Not used.

(v) No fee shall be payable on the basis of costs itemized under paragraphs B.1.d, and B.1.e..

(vi) Not used

(vii) The amount of credit to be allowed by Design-Builder to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Design-Builder's Fee by an amount computed on the basis of the net decrease in cost in accordance with paragraphs C.1.a.i through C.1.a.vii, inclusive; and,

(viii) When both additions and credits are involved in any one change, the adjustment in Design-Builder's Fee shall be computed on the basis of the net change in accordance with paragraphs C.1.a.i through C.1.a.vii, inclusive.

2. Whenever the cost of any Work is to be determined pursuant to paragraph B.1 or B.2, Design-Builder will submit in a form acceptable to the Owner an itemized cost breakdown together with supporting data.
3. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design-Builder will be made by Owner. Each Unit price will be deemed to include an amount considered by Design-Builder to be adequate to cover Design-Builder's overhead and profit for each separately identified item.

Where the quantity of any item of Unit Price Work performed by Design-Builder differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is not a corresponding adjustment with respect to any other item of Work and if Design-Builder believes that Design-Builder has incurred additional expense as a result thereof, Design-Builder may make a claim for an increase in the Contract Price which may be resolved by ADR if the parties are unable to agree as to the amount of any such increase.

If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted. Nothing in this Section shall override any applicable law, regulation, policy, or anything in these Contract Documents regarding an individual's ability to bind the County to payment beyond the Contract Price.

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

#### **45. Change Procedures**

##### **A. Minor Changes:**

The Owner will advise the Design-Builder, in writing, of what Owner reasonably determines to be minor changes in the Work not involving an adjustment to Contract Price or Contract Time by issuance of a Field Order.

##### **B. Other Changes:**

1. The County may, at any time, without notice to the surety, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Agreement, including but not limited to changes:
  - a. In the Specifications (including drawings and designs);
  - b. In the time, method or manner of performance of the Work;
  - c. In the County furnished facilities, equipment, materials, services, or site; or
  - d. Directing acceleration in the performance of the Work.
2. Any other written order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the County, which causes any change, shall be treated as a change order under this clause, provided that the Design-Builder gives the County written notice not later than ten (10) calendar days after the occurrence of the event giving rise to the claim but prior to incurring any expense stating the date, circumstances, and source of the order and that the Design-Builder regards the order as a Change Order.
3. Except as provided in this Article, no order, statement, or conduct of the County shall be treated as a change under this clause or entitle the Design-Builder to an equitable adjustment, and this Article shall not allow, nor be construed to allow, a claim otherwise disallowed by the Contract Documents.
4. If any change under this clause causes an increase or decrease in the Design-Builder's cost of, or the time required for, the performance of any part of the Work under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly; provided however, that no claim for any change under Paragraph 2 above shall be allowed for any costs unless the Design-Builder gives written notice as herein required.
5. If the Design-Builder intends to assert a claim for an equitable adjustment under this clause, it must, within thirty (30) calendar days after receipt of a written Change Order under Paragraph 1 above or the furnishing of a written notice under Paragraph 2 above, submit to the County a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the County. The statement of claim hereunder may be included in the notice under Paragraph 2 above.
6. No claim by the Design-Builder for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

#### **46. Omitted Work**

The County may, at any time, by a written order, without notice to the Sureties, require the omission of such Work as it may find necessary or desirable. An order for omission of Work shall be valid only by

an executable change order. All Work so ordered must be omitted by the Design-Builder. The amount by which the Contract Price shall be reduced shall be determined as follows:

- a. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Agreement; or,
- b. By the appropriate lump sum price set forth in the Agreement; or,
- c. By the reasonable and fair estimated cost of such omitted Work as determined by the Design-Builder and the Owner.

#### **47. Changes Not to Invalidate Bonds**

It is distinctly agreed and understood that any changes made in the Contract Documents for Work associated with this Project (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the County to the Design-Builder shall in no way annul, release or affect the liability and surety on the Bonds given by the Design-Builder.

If notice of any change is required to be given to a Surety by the provisions of any Bond, the giving of any such notice will be the Design-Builder's responsibility, and the amount of each applicable Bond shall be adjusted accordingly and the added cost shall be paid by the County.

#### **48. Continuing the Work**

Design-Builder shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with County. If the Design-Builder and County are unable to agree, all such disputes shall be addressed pursuant to Article 81, below. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Design-Builder and County agree in writing otherwise and County shall continue to make payments in accordance with the Contract Documents.

#### **49. Change of Contract Time/No Damages for Delay**

The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by the Design-Builder to the Owner promptly (but in no event later than 10 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) calendar days after such occurrence (unless the Owner allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Design-Builder's written statement that the adjustment claimed is the entire adjustment to which the Design-Builder has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Owner in accordance with Article 42 if County and Design-Builder cannot otherwise agree. No claim for an adjustment in the Contract Time shall be valid if not submitted as previously specified above.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Design-Builder if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional Work as contemplated by Article 41, or to fires, floods, labor disputes, epidemics, abnormal weather conditions (Article 50) or acts of God.

Pursuant to the Agreement's float-sharing requirements, no time extensions will be granted nor delay damages considered until a delay occurs that impacts the project's critical path, consumes all available float, and extends the work beyond the Agreement completion dates.

**NO DAMAGES FOR DELAY:** The Design-Builder shall not be entitled to, and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency, or any other impacts to the Work or time of performance, and further hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Design-Builder hereby affirms that the extension of time granted herein is the Design-Builder's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Design-Builder as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable.

#### 49.1 Emergencies.

49.1.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 44.

### 50. Extension of Time on Account of Weather/Inclement Weather

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within five (5) calendar days of occurrence and shall be documented by data substantiating that weather conditions where the Design-Builder was unable to perform work, for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

The Design-Builder's construction schedule shall be based upon the inclusion of at least fifteen (15) calendar days per calendar year, of inclement weather delays to be prorated over the length of the Agreement. Further, the Design-Builder has the responsibility to take reasonable precautions to mitigate the impact of unfavorable weather conditions.

Failure by the Design-Builder to comply with the proper notice or to supply substantial data within the time limit will result in the Design-Builder waiving its claim for weather delay.

### 51. Materials, Samples and Inspections

Unless otherwise indicated on the Drawings or specified elsewhere, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Design-Builder to be incorporated in the Work shall be subject to inspection by the Owner. No material shall be processed for, fabricated for, or delivered to the Site without prior acceptance from the Owner.

If not required by the Proposal, as soon as possible after the formal execution of the Agreement, the Design-Builder shall submit to the Owner, the names and addresses of the manufacturers and suppliers of all materials and equipment they propose to incorporate into the Work. When shop and supplemental drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that the Owner may consider the manufacturer, and/or the supplier, to be acceptable or unacceptable, as to his or their ability to furnish a product meeting the Specifications, subject to final acceptance of the particular material or equipment. As requested, the Design-Builder shall also submit data relating to the material and equipment they propose to incorporate into the Work, in sufficient detail to enable the Owner to identify the particular product in question and to form an opinion as to its conformity to the Agreement requirements. Such data shall be submitted in a manner similar to that specified for shop drawings.

Facilities and labor for the handling and inspection of all materials and equipment shall be furnished by the Design-Builder. Defective materials and equipment shall be removed immediately from the site of

the Work. The Owner will make arrangements for, and the County shall pay for soil density tests wherever and whenever the Owner desires. If the results of a density test indicate that compaction is less than that specified in the Specifications, the Design-Builder shall reimburse the County for the full cost of the test.

If the Owner so requires, either prior to beginning or during the progress of the Work, the Design-Builder shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the requirements of the Contract Documents. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Design-Builder. The Design-Builder shall, at their own expense, furnish acceptable molds for making concrete test cylinders. Except as otherwise specified, the County will make arrangements for, and pay for, the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or Work and location of which the material is intended, and the name of the Design-Builder submitting the sample. To ensure consideration of samples, the Design-Builder shall notify the Owner by letter that the samples have been shipped and shall properly describe the samples in the letter. In no case shall the original letter of notification be enclosed with the samples.

The Design-Builder shall submit data and samples, or place their orders, sufficiently early to permit consideration, inspection, testing, and acceptance before the materials and equipment are needed for incorporation in the Work. Delay resulting from their failure to do so shall not be used as the basis of a claim against the County.

When required, the Design-Builder shall furnish to the Owner triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials and concrete data.

After the samples, data, etc., are considered acceptable to the Owner, the materials and equipment used on the Work shall correspond therewith.

If the Work is defective, or the Design-Builder fails to perform the Work in such a way that the completed Work will conform with the Contract Documents, the County may order the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work, shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Design-Builder or any other party.

If required by the Owner, the Design-Builder shall promptly either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Owner, remove it from the site and replace it with non-defective Work. The Design-Builder shall bear all direct costs of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

If, instead of requiring correction or removal and replacement of defective Work, County prefers to accept the Work, County may do so. Design-Builder shall bear all direct costs attributable to County's evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and County shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, County may make claim as provided in Article 44. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Design-Builder to the County.

## **52. Inspection of Work Away From the Site**

If Work to be done away from the construction site is to be inspected on behalf of the County during its fabrication, manufacture, or testing, or before shipment, the Design-Builder shall give notice to the Owner of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Owner in ample time so that the necessary arrangements for the inspection can be made.

## **53. One Year Correction Period**

If within one (1) year after the date of Final Acceptance or such longer period of time as maybe prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work which is found to be defective, the Design-Builder shall promptly, without cost to the County, and in accordance with the County's written notification, either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Design-Builder does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct costs of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the Design-Builder.

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Design-Builder shall bear all direct, indirect, and consequential costs attributable to the County's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the County shall be entitled to an appropriate decrease in the Contract Price.

If the acceptance occurs after final payment, an appropriate amount will be paid by the Design-Builder to the County, as determined by the Owner.

## **54. Progress Payment Procedures**

The Design-Builder shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the County for review and approval prior to "Commencement of Work."

Unless specifically included as a line item in the bid proposal form, "mobilization" will not be considered a line item.

For lump sum projects the General Conditions costs will be considered as a line item for the following items (break down required).

1. Design-Builder's field office personnel (full-time on-site).
2. Construction office and storage facilities.
3. Utilities required to sustain field office and sanitary facilities.
4. Electrical power and water for construction.
5. Bonds and insurance.

Progress Payments for General Conditions will be based on the percentage of work completed to date, except Bonds and Insurance which may be requested in full. Separate payments for shop drawings

and deposits for materials will not be allowed unless specifically required by the equipment supplier or subcontractor. Prior to initial payment request, the following must be submitted and approved by the County:

1. List of principal Subcontractors and Suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Construction baseline schedule.

The Design-Builder will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period, no later than 15<sup>th</sup> of the following month. Pay Applications shall be submitted in the format and wording of the form contained in Attachment K, *Miscellaneous Documents / Forms*. All information must be complete for the pay application to be accepted. County's account number(s) for the project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all the parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application, the Design-Builder shall submit a rough draft plus two extra copies for the County to review. Submit four (4) final approved copies to the County.

If the pay estimate and support data are not approved, the Design-Builder is required to submit new, revised or missing information according to the County's instructions. Otherwise, the Design-Builder shall prepare and submit to County an invoice in accordance with the estimate as approved. County will pay Design-Builder, in accordance with Local Government Prompt Payment Act (Section 218.70 et. seq., Florida Statutes) (hereinafter, "the Act"). County shall provide Design-Builder with a written notice of disputed pay request within ten (10) business days after receipt of such pay request which clearly states any and all deficiencies in Design-Builder's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the County shall proceed with prompt payment of that portion of the pay request. Retainage, in the amount of 5%, will be withheld on the calculated value of any Work, with the exception of engineering design services and stored materials which may be paid at the supplier's invoiced cost. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of County's good faith claims plus the value of the Work the County determines remains to be put in place or required to be performed as remedial activities. Return of retainage shall be in accordance with Section 218.735(7), Florida Statutes and GC 56 below.

In the event any dispute with respect to any payment or pay request cannot be resolved between the Design-Builder and County's project staff, Design-Builder may, in accordance with the alternative dispute resolution requirements of the Act, demand in writing a meeting with and review by the Water Utilities Department Director. In the absence of the Water Utilities Department Director, the Water Utilities Department Deputy Director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by County of Design-Builder's written demand. The Water Utilities Department Director, or Deputy Director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purposes of the Act.

Design-Builder must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and Suppliers hired by the Design-Builder, within ten (10) business days after the Design-Builder's receipt of payment from the County pursuant to the Act. Design-Builder shall provide Subcontractors and Suppliers hired by Design-Builder with a written notice of disputed invoice within five (5) business days after receipt of said invoice which clearly states the reasons for the disputed invoice. In the event of Design-Builder's non-compliance with these payment provisions, Design-Builder shall be subject to any sanctions and penalties available under the terms of the Palm Beach County Equal Opportunity Ordinance, the Equal Business Opportunity Program Policies and Procedures, this Agreement, or by law.

Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the Design-Builder for the portion of work up to the date of that particular pay application.
2. OSBD Schedule 3 – Subcontractor Activity Form
3. OSBD Schedule 4 – Subcontractor/Subconsultant Payment Certification Form
4. A County approved construction schedule update.

Should this Contract have approved subcontractor(s), the Design-Builder shall pay the subcontractor(s) within ten (10) business days of receipt of payment from the County.

**55. Partial Utilization**

Not used.

**56. Substantial Completion**

56.1 When the Design-Builder considers the entire Work, or a portion of the Work, ready for its intended or beneficial use, the Design-Builder shall notify the County in writing that the Work or a portion of the Work is substantially complete and request that the County prepare a Certificate of Substantial Completion. Within the time allowed by F.S. 218.70, the County and the Design-Builder shall make an inspection of the Work to determine the status of substantial completion. If the County does not consider the Work substantially complete, the County shall notify the Design-Builder in writing stating the reasons with specificity. If the County considers the Work to be substantially complete, the County will execute the Certificate of Substantial Completion signed by the Design-Builder, which shall fix the Date of Substantial Completion for the Work or that portion of the Work.

56.2 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in GC Article 56.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work or punch list items.

56.3 The Certificate of Substantial Completion for the entire Work shall contain a single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the County (the "Punch List"). The Punch List shall be completed within the timeframes set forth in Section 218.735(7), as may be amended, and shall be created as follows:

Within ten (10) days following the inspection set forth above, the Design-Builder shall provide the Punch List created during the inspection. Within ten (10) days of the creation of the Punch List by the Design-Builder, the Design-Builder shall provide the County with the estimated cost to complete the items on the Punch List. If the County approves the estimated costs of all Punch List items, the County shall deliver the Certificate of Substantial Completion to the Design-Builder. If the County disputes the estimated costs, the County and Design-Builder shall negotiate the estimated costs in good faith, and, if no agreement can be reached, the County shall have the final discretion as to assignment of cost, and deliver the Certificate of Substantial Completion to the Design-Builder. In either scenario, the Certificate of Substantial Completion shall be finalized within thirty-five (35) days of the Date of Substantial Completion. The date of finalizing the Certificate of Substantial Completion shall be considered the creation date of the Punch List.

Within 20 business days of the creation of the Punch List, County shall pay the Design-Builder the remaining contract balance, including any previously withheld retainage, less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List, and less any amounts subject to a good faith dispute per Section 218.735 (8)(c) (including but not limited to Liquidated Damages),

All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Punch List; otherwise the Design-Builder does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.

#### **57. Final Application for Payment**

After the Design-Builder has completed all correction Work referred contained on the Punch List indicated on the Certificate of Substantial Completion, and on the final Punch Lists, or any other Punch Lists which have been completed, and the Design-Builder has delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in these General Conditions) and other documents, all as required by the Contract Documents, and has given the County written notice that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Design-Builder may make application for Final Payment following the procedure for progress payments in Article 54 "Applications for Progress Payments." The Final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, including but not limited to the following on forms provided by the County:

1. Design-Builder's Certification of Final Completion
2. Consent of Surety for Final Payment (Payment Bond)

The Design-Builder shall also submit complete and legally effective releases or waivers (satisfactory to the County) of all liens and "Notices to Owner" arising out of or filed in connection with the Work

#### **58. Record Documents**

The Design-Builder shall keep one (1) record copy of all Specifications, Drawings, Addenda, modifications and shop drawings at the site in good order and clearly annotated to show all changes made during the construction process. These shall be available to the Owner for inspection and reference and shall be delivered to him upon completion of the Project, prior to Application for Final Payment.

#### **59. Final Payment and Acceptance**

Upon receipt of written notice from the Design-Builder that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the County shall promptly examine the Work and, making such tests as it may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced professional engineer, shall satisfy itself that the Design-Builder's statement appears to be correct and the Design-Builder's other obligations under the Contract Documents have been fulfilled, and, if so shall then shall accept the Work for ownership and make Final Payment to the Design-Builder. However, it is agreed by the County and the Design-Builder that such determination by the County does not in any way relieve the Design-Builder from its responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the County liable for any faulty Work done or defective materials or equipment used by the Design-Builder.

The County will then make a final estimate of the value of all Work done and deduct all previous payments which have been made. After receipt and acceptance by the County of the properly executed Final Warranty of Title and within sixty (60) days after said acceptance, the County will make final payment to the Design-Builder of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated Damages, as applicable.
2. At the discretion of the County, 150% the value of outstanding Punch List items indicated on the Certificate of Substantial Completion, "final Punch List", or any other "Punch List" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Punchlist List indicated on the Certificate of Substantial Completion, or on the "final Punch List", or any other "Punch List", otherwise the Design-Builder does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.
3. Any amounts that are the subject of a good faith dispute made in writing pursuant to the Contract or the subject of a claim brought pursuant to s. 255.05.

All prior estimates are subject to correction in the final estimate.

#### **60. Design-Builder's Continuing Obligation**

The Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any Progress or Final Payment by the County, nor the issuance of a Certificate of Substantial completion, for any beneficial use or occupancy of the Work or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any review of a Shop Drawing or sample submittals, will constitute an acceptance of Work not in conformance with the Contract Documents or a release of the Design-Builder's obligation to perform the Work in accordance with the Contract Documents.

#### **61. Final Payment Terminates Liability of County**

Final Payment is defined as the last Progress Payment made to the Design-Builder for earned funds, less retainage as applicable, less deductions listed in Article 59 "Final Payment and Acceptance". The acceptance of the Final Payment referred to in Article 59, shall be a full release of the County and its agents from any and all claims of liability to the Design-Builder for anything done or furnished for, or relating to, the Work or for any act or neglect of the County, or of any person relating to or affecting the Work, except demands against the County for the remainder, if any, of the amounts kept or retained under the provisions of Article 59.

#### **62. County's Right to Terminate**

(a) If at any time there shall be filed by or against the Design-Builder in any court, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Design-Builder's property, and within thirty (30) days there from the Design-Builder fails to secure a discharge thereof, or if the Design-Builder makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors, or if the Design-Builder admits in writing an inability to pay its debts generally as they become due, or if the Design-Builder persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under the General Requirements of the Technical Specifications as revised from time to time), or if Design-Builder disregards Laws or Regulations of any

public body having jurisdiction, or if Design-Builder otherwise violates in any substantial way any provisions of the Contract Documents, then the County by giving seven (7) days prior written notice of any such default to the Design-Builder and without prejudice to any other remedy it may have, may terminate the employment of the Design-Builder, exclude Design-Builder from the site, and take possession of the Work and all or some of the Design-Builder's materials, tools, equipment and appliances and use the same to the full extent they could be used by the Design-Builder (without liability to the Design-Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which County has paid Design-Builder but which are stored elsewhere and complete the Work by such means as the County deems expedient. In such case, the Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) the County's direct losses and damages because of the Design-Builder's default, including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs, such excess shall be paid to the Design-Builder. If such expense, plus the County's losses and damages shall exceed such unpaid balance, the Design-Builder shall pay the difference to the County promptly on demand. Such costs incurred by the County shall be reasonable and incorporated into a Change Order, but when exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the Work performed.

(b) The County may terminate this Agreement without cause by giving written notice to the Design-Builder, and in such event, the County will pay the Design-Builder for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The County also will reimburse the Design-Builder for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the Design-Builder, not including overhead, general expenses or profit. The County will not be responsible to reimburse the Design-Builder for any continuing contractual commitments to Subcontractors or material suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Design-Builder shall make all subcontracts and other commitments subject to this provision. County will not be liable for, and Design-Builder hereby waives, any claim for lost prospective profits, economic losses, or other consequential damages.

(c) In the event of termination by the County, the County may require the Design-Builder promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the County, in its sole discretion, chooses to take by assignment, and in such event the Design-Builder shall promptly execute and deliver to the County written assignments of the same.

(d) In the event that any termination under subparagraph (a) above is determined to have been effectuated without proper or sufficient cause, then such termination shall be deemed to have been a termination for convenience under subparagraph (b) above.

### **63. County Remedies**

If the Design-Builder defaults or neglects to carry out any of their obligations under this Agreement, including but not limited to the provisions of the General Requirements of the Technical Specifications, or should liens be filed, bills of sale, conditional bills of sale, chattel mortgages, assignments of this Agreement, or orders for the payment of money for materials or labor or either, or should the Design-Builder become insolvent or bankrupt, the County shall have the right, in addition to any other rights and remedies provided herein or by law, to perform and furnish through itself and/or through others any such labor or materials for the Work and to deduct the costs thereof from any money due or to become due to the Design-Builder for all or any portion of the Work; enter upon the premises and take possession, for the purpose of completing the Work, all equipment, scaffolds, tools, appliances, and any other items thereon, and to employ any person or persons to complete the Work and provide all

labor services, materials, equipment, and other items required. In case of such termination of the employment of the Design-Builder, Design-Builder shall not be entitled to receive any further payment under this Agreement; however, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by the County in completing the Work, such excess shall be paid by the County to the Design-Builder; but, if such cost and expense shall exceed the unpaid balance, the Design-Builder shall promptly pay the difference to the County on demand. Said cost and expense shall include not only the cost of completing the Work to the satisfaction of the County and of performing and furnishing all labor, services, materials, equipment, and other items required; but all losses, damages, costs and expenses including attorney's fees sustained, incurred, or suffered by reason of or resulting from the Design-Builder's default, or by reason of litigation over this Agreement.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Design-Builder.

#### **64. Design-Builder's Right to Terminate or Stop Work**

This Agreement may be terminated by the DESIGN-BUILDER upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the DESIGN-BUILDER. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the DESIGN-BUILDER or without cause upon ten (10) business days' written notice to the DESIGN-BUILDER. Unless the DESIGN-BUILDER is in breach of this Agreement, the DESIGN-BUILDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the DESIGN-BUILDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **65. Title to Materials Found on the Work**

The County reserves the right to retain title to all suitable soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Design-Builder nor any Subcontractor shall have any right, title, or interest in or to any such materials.

The Design-Builder will be permitted to use any such suitable materials in the Work, without charge, provided that such materials meet the requirements of the Contract Documents.

#### **66. Right to Audit**

The County shall have the right to audit the Design-Builder's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which a claim for payment has been submitted. The right to audit shall include the right to inspect the Design-Builder's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The Design-Builder further

agrees that the right to audit encompasses all subcontracts and is binding upon all Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the County deems desirable during the Design-Builders normal business hours at the office of the Design-Builder. The Design-Builder shall make available to the County for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the County. Design-Builder shall provide said records within thirty (30) days of the County's request.

The County shall have the Right to Audit for five (5) years after Final Payment or resolution of all claims, whichever occurs last, except that additional time may be required for a state- or federal-funded project.

The failure of the Design-Builder to comply with this provision shall be considered a material breach of this contract. Design-Builder shall be liable for any attorney's fees and costs the County incurs to enforce this provision.

## **67 Asbestos**

If the Design-Builder during the course of the work observes, uncovers, or otherwise becomes aware of the existence of any suspect asbestos material at the site that was not previously identified by the County, the Design-Builder shall immediately stop work in the affected area and notify the County and confirm any oral notice in writing. In addition, the Design-Builder shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall determine the necessity of County's retaining special consultants or qualified experts to deal therewith. The Design-Builder shall not perform any work in connection near or in connection with the suspect material until receipt of special written instructions from the County.

### **A. PROCEDURES FOR DEMOLITION OF STRUCTURES:**

#### **1. Notification:**

Federal and state asbestos regulations require, prior to demolition of any structure:

- (a) An inspection for asbestos-containing materials (ACM);
- (b) Removal of specific ACM; and,
- (c) An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements (a) and (b) above, the County has surveyed the structure(s) in this Agreement for the presence of ACM and every effort has been made to remove National Emission Standard for Hazardous Air Pollutant (NESHAP) Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Design-Builder. Intact resilient floor coverings with mastic and bituminous roofing materials are classified as NESHAP Category I Non-Friable ACM and may still remain on the structure released for demolition. Verification of this work is attached to this Agreement. If not attached, it is the Design-Builder's responsibility to contact the Project Manager of the County Department overseeing this Agreement, or the County's Risk Management/Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and,
2. A copy of Risk Management/Loss Control's memo of approval to proceed to the next phase of the project addressed to the County department overseeing this project, and

To meet requirement (c) above, the Design-Builder is responsible for submitting a complete and

accurate asbestos notification of demolition form titled "Notice of Demolition or Asbestos Renovation" [i.e., NESHAP notification, 40 CFR Part 61.145(b)], for each separate address to be demolished to the below listed agency at least ten (10) business days prior to demolition. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:

<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:  
Florida Department of Environmental Protection  
Division of Air Resource Management  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406  
Fax (561) 681-6755

The Design-Builder must notify FDEP and the project manager of the County Department overseeing the project immediately if the demolition start date changes. No demolition may begin before the start date on the NESHAP notification and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Design-Builder to call and submit revised NESHAP notifications to the above listed agency, adhering to required NESHAP time frames.

The Design-Builder will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

The Design-Builder is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered or Category I flooring and/or roofing is in poor (friable/not intact) condition, immediately contact the County's Project Manager or Loss Control.

## **2. Work Practices:**

The Design-Builder will utilize wet methods to control airborne emissions during the demolition process and during loading onto transport vehicles, regardless whether NESHAP Category I material is present or not. The Design-Builder is responsible for supplying water meters, hoses, and adequate volume of water to the demolition site.

Intact resilient flooring, floor mastic, and bituminous roofing materials (NESHAP Category I Non-Friable ACM) are not required to be removed prior to wet demolition. Demolition work practices will be conducted in a manner to prevent Category I materials from becoming friable (regulated). It is the demolition contractor's responsibility to ensure Category I materials and their substrates are segregated from non-asbestos debris, kept wet, and disposed properly in a licensed facility.

Recycling and/or salvage of presumed or confirmed asbestos-containing Category I materials and their substrates is strictly prohibited.

Materials containing less than one percent (<1%) asbestos are not mandated to be removed prior to wet demolition under NESHAP, however, the Design-Builder's compliance with OSHA regulations is required.

Materials containing less than one percent (<1%) asbestos and debris mixed in with it cannot be recycled. It is the Design-Builder's responsibility to properly segregate these materials from non-asbestos debris should recycling be considered. The County will require verification of proper disposal of materials containing <1% asbestos to ensure they are not recycled.

### 3. Applicable Regulations

Compliance with the following regulations is the demolition contractor's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)
2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

In accordance with OSHA (29 CFR 1926.1101) the Design-Builder must have a Competent Person onsite who:

- (a) Is capable of identifying existing asbestos hazards in the work place;
- (b) Is capable of selecting the appropriate control strategy for asbestos exposure; and
- (c) Has the authority to take prompt corrective action to eliminate hazard.

This person must be trained in accordance with OSHA, EPA, and Florida Statutes as an onsite supervisor (commonly referred to as Asbestos Supervisor/Contractor). Copies of training certificates of the onsite supervisor shall be made available to the County upon request.

#### **B. REMOVAL OF CONFIRMED OR PRESUMED ASBESTOS-CONTAINING BITUMINOUS ROOFING MATERIALS:**

The County will provide all known information as to the roofing material used on the existing roof specified in the Contract Documents. This information will include the results of any recent bulk sampling analysis of the existing roof system determining the presence or absence of asbestos by percentage and the location where each sample was taken. In the absence of bulk sampling for asbestos, the roofing materials will be presumed asbestos containing until proven otherwise. It is the Design-Builder's responsibility to determine if the information furnished is adequate to provide a bid.

It is the responsibility of the Design-Builder awarded the Agreement to determine if the roofing materials do not contain asbestos. If the Design-Builder wishes not to sample and analyze for asbestos, the materials will be presumed to contain asbestos and must be handled accordingly. If the Design-Builder elects to sample the roof system, it must first notify the County of the sampling, including date, location, and number of samples to be collected. The bulk sample collection must be conducted by a Florida Licensed Asbestos Consultant and the analyses must be performed by an NVLAP-accredited laboratory (NVLAP: National Voluntary Laboratory Accreditation Program). Results, if proven less than one percent (1.0%) asbestos, shall be provided to the County prior to the start of any Work.

The Design-Builder awarded the Agreement will be required to meet all Federal, State, and local regulations pertaining to the handling, removal, and disposal of confirmed or presumed asbestos-containing roofing materials. This includes, but is not limited to:

1. Meeting the requirements listed in Chapter 469 Florida Statutes regarding training of onsite roofing supervisors involved in the removal of asbestos containing bituminous resinous roofing materials; and,
2. Utilizing removal methods that will maintain the roofing material's Category I non-friable status and will not create dust (i.e., employ methods other than sanding, grinding, drilling, abrading,

rotary blade, or saw cutting). Suggested methods are slicing, shearing, or punch cutting while using wet methods where feasible.

3. Submitting a NESHAP notification of renovation if greater than 5580 square feet of asbestos-containing roofing will be removed.

To meet requirement #3 above, the Design-Builder is responsible for submitting a complete and accurate asbestos notification titled "Notice of Demolition or Asbestos Renovation" [i.e., NESHAP notification, 40 CFR Part 61.145(b)], to the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:

<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:  
Florida Department of Environmental Protection  
Division of Air Resource Management  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406  
Fax (561) 681-6755

The Design-Builder will submit upon award of the Agreement the following documentation to the County department coordinating this project:

1. Copies of training certificates of the onsite roofing supervisor in compliance with the current requirements of Chapter 469 Florida Statutes;
2. Approval of a landfill to accept confirmed or presumed asbestos containing roofing material and any conditions associated with its acceptance; and,
3. A plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
  - a. Method(s) of removal;
  - b. Worker protection;
  - c. Protection of building occupants and ventilation system;
  - d. Method and location of disposal.

## **C. HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE**

### **1. General**

Federal EPA regulations (40 CFR Part 61, Sub-part M "NESHAP") classify asbestos-cement pipe (AC pipe) as Category II non-friable asbestos-containing material. Federal OSHA regulations regarding materials containing asbestos (29 CFR 1926.1101) state handling such materials must be performed in accordance with its regulations, including work practices and training. Florida Statutes (Chapter 469) require adherence to EPA and OSHA regulations. Contractors working on or tying into AC pipe owned by the County or its entities shall comply with these regulations.

The County will make every effort to identify and quantify the location of known AC pipe prior to onset of the work.

If during the course of the work Design-Builder observes, uncovers, or otherwise becomes aware of the existence of any AC pipe, AC pipe pieces, or suspect asbestos material at the site that was not previously identified by the County, the Design-Builder shall immediately notify the County and confirm any verbal notice in writing. In addition, the Design-Builder shall take reasonable precautions to prevent

or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall determine the necessity of the County retaining special consultants or qualified experts. The Design-Builder shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.

## **2. Pre-Work Submittals**

Prior to any work on AC pipe that could disturb the pipe or expose the worker to possible asbestos fiber release while working on AC pipe, the Design-Builder shall submit the following documentation to the County department overseeing this Agreement and/or the applicable Florida agency:

1. Copy of the current training certificate of the onsite OSHA Competent Person (also known as the Onsite Supervisor or Asbestos Supervisor).
2. Copy of the current training certificate or training documentation for each employee working on the AC pipe. This training shall meet the criteria stated for OSHA Class II special operation.
3. Copy of the Design-Builder's most recent Negative Exposure Assessment or Periodic Monitoring for asbestos.
4. Copy of the plan of action, as specified by OSHA 29 CFR 1926.1101, which addresses:
  - a. Method of removal and/or repair
  - b. Worker protection
  - c. Method and location of AC Pipe disposal
5. Copy of the NESHAP notification, when applicable.

Prior to any work on AC pipe that may render it to become friable or regulated in quantities of 260 linear feet or greater, the Design-Builder will submit a NESHAP "Notice of Demolition or Asbestos Renovation" form to (a) the County department overseeing this Agreement and (b) the below listed agency at least ten (10) business days prior to the start of work. The form and business portal are available from the Florida Department of Environmental Protection (FDEP) at:

<https://floridadep.gov/air/permitting-compliance/content/asbestos>

SEND ORIGINAL TO:  
Florida Department of Environmental Protection  
Division of Air Resource Management  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406  
Fax: (561) 681-6755

The Design-Builder will provide a copy of the submitted NESHAP form(s) to the County Department overseeing this project, when requested.

## **3. Work Practices**

Compliance with the following regulations is the Design-Builder's responsibility:

1. Environmental Protection Agency (EPA) 40 CFR part 61 Subpart M – National Emission Standards for Hazardous Air Pollutants (NESHAP)

2. Occupational Safety and Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
3. Chapter 469 Florida Statutes

#### **4. Post Work Submittals**

The Design-Builder will submit the following documentation to the County department coordinating this project prior to payment:

1. A Waste Shipment Record (WSR) for each shipment of AC pipe disposed, signed by the disposal facility, within 35 days of shipment. Refer to 40 CFR part 61 Subpart M (NESHAP) for an example of a WSR.

#### **68. Explosives and Hazardous Materials**

Design-Builder shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Design-Builder will notify the County immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the County. The Design-Builder shall maintain and Post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Design-Builder, its Subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Design-Builder shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Design-Builder's sole cost and expense. Further, Design-Builder shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

#### **69. Notice and Service**

All notices, demands, requests, instructions, approvals and claims shall be made in writing.

Any notice to or demand upon the Design-Builder shall be sufficiently given if delivered to such office of the Design-Builder specified in the Proposal (or to such other office as the Design-Builder may from time to time designate to the County in writing), or if deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notices or other papers required to be delivered by the Design-Builder to the County, or to any of its representatives shall, unless otherwise specified in writing to the Design-Builder, be delivered to the office of the County, and any other notice or demand upon the County shall be sufficiently given if delivered to such office, or if deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Design-Builder for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof.

**70. Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative**

The Owner may furnish a Resident Project Representative (RPR), assistants and other field staff to assist in observing performance of the Work of the Design-Builder. The RPR may be part time or full time on site, and the Design-Builder shall coordinate with the RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, the Owner shall provide further protection for the County against defects and deficiencies in the Work; but, the furnishing of such services will not make the Owner responsible for or give the Owner control over construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or responsibility for the Design-Builder's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited as set forth in the construction Contract Documents, and are further limited and described as follows:

**A. GENERAL:**

The RPR is the Owner's agent at the site, will act as directed by and under the supervision of the Owner, and will confer with the Owner regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site Work shall in general be with the Owner and the Design-Builder, keeping the County advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of the Design-Builder. RPR shall generally communicate with the County with the knowledge of and under the direction of the Owner.

**B. DUTIES AND RESPONSIBILITIES OF THE RPR:**

1. Review the construction progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Design-Builder and consult with the Owner concerning their acceptability.
2. Attend various meetings with the Design-Builder, including pre-construction conferences, construction progress meetings, job site conferences and other project-related meetings, and prepare and circulate written copies of minutes thereof.
3. Serve as the Owner's liaison with the Design-Builder, working principally through the Design-Builder's superintendent or construction manager, and assist in understanding the intent of the Contract Documents; and assist the Owner in serving as the County's liaison with the Design-Builder when the Design-Builder's operations affect the County's on-site operations.
4. Assist in obtaining from the County additional details or information, when required for proper execution of the Work.
5. Record the dates of receipt of shop drawings and samples.
6. Receive samples furnished at the site by the Design-Builder, and notify the Owner of availability of samples for examination.
7. Advise the Owner and the Design-Builder of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by the Owner.

8. Conduct on-site observations of the Work in progress to assist the Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.
9. Report to the Owner whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Owner of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
10. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Design-Builder maintains adequate records thereof; and observe, record and report to the Owner appropriate details relative to the test procedures and start-ups.
11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Owner.
12. Report to the Owner when clarifications and interpretations of the Contract Documents are needed and transmit to the Design-Builder clarifications and/or interpretations as issued by the Owner.
13. Consider and evaluate the Design-Builder's suggestions for modifications in Drawings or Specifications and report with the RPR's recommendations to the Owner. Transmit to the Design-Builder decisions as issued by the Owner.
14. Maintain at the job site and the Owner's office files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, Written Amendments, additional drawings issued subsequent to the execution of the Agreement, the Owner's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
15. Record names, addresses and telephone numbers of all Subcontractors and major suppliers of materials, equipment and manufactured articles.
16. Furnish the Owner periodic reports as required of progress of the Work and of the Design-Builder's compliance with the progress schedule and schedule of shop drawing and sample submittals.
17. Consult with the Owner in advance of scheduled major tests, inspections or start of important phases of the Work.
18. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Design-Builder and recommend to the Owner Change Orders, Work Directive Changes, and Field Orders.
19. Report immediately to the Owner upon the occurrence of any accident witnessed by the RPR or that was otherwise made known to the RPR.
20. Review applications for payment with the Design-Builder for compliance with the established procedure for their submission and forward with recommendations to the, noting particularly the relationship of the payment requested to the schedule of values, Work

completed and materials and equipment delivered at the site but not incorporated in the Work.

21. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Design-Builder are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Owner prior to final payment for the Work.

22. Before the Owner issues a Certificate of Substantial Completion, submit to the Design-Builder a list of observed items requiring completion or correction.

23. Conduct final inspections in the company of the Owner and the Design-Builder and prepare a final list of items to be completed or corrected.

24. Observe that all items on the final list have been completed or corrected and make recommendations to the Owner concerning acceptance.

C. LIMITATIONS OF AUTHORITY:

1. The Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized in writing by the Owner.
- b. Exceed limitations of the RPR's authority as set forth in the Contract Documents.
- c. Undertake any of the responsibilities of the Design-Builder, Subcontractors or the Design-Builder's superintendent or construction manager.
- d. Advise on issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Advise on issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f. Accept shop drawings or sample submittals from anyone other than the Design-Builder.
- g. Authorize the County to occupy the Project in whole or in part.
- h. Participate in specialized field or laboratory tests or inspections conducted by others unless specifically authorized by the Owner.

**71. Not used**

**72. Design-Builder Furnished Drawings, Data and Samples**

Review and permission to proceed by County as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Design-Builder and does not relieve Design-Builder from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the County for review, shall be submitted attached to forms provided by County.

All correspondence from the Design-Builder to the County shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Design-Builder for accuracy, completeness and compliance with contract

requirements. These drawings and schedules shall be stamped and signed by Design-Builder certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of signer

\_\_\_\_\_  
(Company Name)

#### A. Drawings

Where drawings are required for (a) fabrication of Design-Builder furnished equipment; (b) installing Design-Builder furnished material or equipment; or (c) planning and performance of the work under Agreement; such drawings shall be submitted by and at the expense of the Design-Builder before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least twenty one (21) calendar days for review by County. County's review will be accomplished based on the Design-Builder's submittal schedule portion of the CPM schedule, as approved. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the work.

For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the County by and at the expense of the Design-Builder. The County will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the County's review comments will be returned to the Design-Builder. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the County.

If drawings show variations from the contract requirements, the Design-Builder shall describe such variations in writing, separate from the drawings, at the time of submission. If the County approves any such variation(s), it shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

All drawings submitted by the Design-Builder shall be certified and dated by the Design-Builder on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. County will conduct a review of Design-Builder's drawings and a drawing marked with one of the following review comments will be returned to the Design-Builder.

1. No exceptions taken.
2. Comments attached. Resubmit.
3. Rejected.

The Design-Builder must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

#### B. Samples

Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

Where samples are required, they shall be submitted by and at the expense of the Design-Builder. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any work in accordance with the schedule. Allow at least 21 calendar days for County's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any work without such review. Each sample shall bear a label showing the Design-Builder's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

Samples which have been reviewed may, at County's option, be returned to the Design-Builder for incorporation into the work.

#### C. Catalogues, Data and Certificates

Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Design-Builder. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any work in accordance with the CPM schedule. Allow at least 21 calendar days for County's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Design-Builder's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Design-Builder shall be certified and dated by the Design-Builder on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specification, on forms provided by the County. County will conduct a review of Design-Builder's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph A, above, will be returned to the Design-Builder.

### **73. Design-Builder Work-Site Emergency Action Plan**

Design-Builder shall be fully and solely responsible for the safety of all on-site contract personnel, including Subcontractors. The Design-Builder shall supply the Water Utilities Communication Department with names, telephone numbers and/or pager numbers of designated contract/subcontract personnel responsible for implementing Design-Builder emergency action plans.

**74. Not used**

**75. Safety and Health Regulations**

A. The Design-Builder shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The Design-Builder shall continually and diligently inspect all work, materials, and equipment to discover any conditions that might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

The Design-Builder shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 to include General Industry Standards (29 CFE 1910) and (29 CFR 1926/1910) for construction, and under Section 107 of the Contract Work Hours and Safety Standards Act.

B. The Design-Builder shall comply with the Manual on Uniform Traffic Control Devices when working on or off the site.

C. The Design-Builder shall allow representatives of the Department of Labor and authorized representatives of the Palm Beach County Water Utilities Department and the Palm Beach County Risk Management Department full access to the project for inspection.

**76. Best Management Practices for the Construction Industry**

A. The Design-Builder shall be responsible for assuring that each Subcontractor evaluates the site before construction is initiated to determine if any site conditions may pose particular problems for the use, handling, production or storage of any regulated substances. For instance, handling regulated substances in the proximity of water bodies or wetlands may be improper.

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater or surface water of any pollutant which may emanate from said storage container. Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system.

C. Each Design-Builder shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be thoroughly familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish same shall be available in case of release.

D. Upon completion of construction, all unused and waste regulated substances and containment systems shall be removed from the construction site by the Design-Builder and shall be disposed of in a proper manner as prescribed by law.

**77. Performance During Emergency**

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this Agreement. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish

a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

## **78. Incentives**

### **A. Apprentice Incentive**

1. Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of \$25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this Article, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program.

2. Upon completion of the Agreement, Design-Builder may apply for the payment which will be added to the Agreement by change order. If the County determines that the Design-Builder complied with the requirements of this Article, it will reimburse the Design-Builder 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

3. For projects with construction costs of \$20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to \$50,000 and the maximum reimbursement payment to \$200,000.

4. To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Design-Builder) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

5. The Design-Builder is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

### **B. Glades Resident Incentive**

1. Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this Article, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

2. To be eligible for the Incentive Payment, the employee must be a full-time employee of the Design-Builder for a minimum of 3 weeks on this project and cannot have worked for the Design-Builder claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Design-Builder hiring and the Glades Employee reporting to work at the project site, Design-Builder must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

3. The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Article.

4. Upon completion of the Agreement, Design-Builder may apply for the Incentive Payment which will be added to the Agreement by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the Design-Builder or a Subcontractor.

5. If the County determines that the Design-Builder complied with the requirements of this Article, it will reimburse the Design-Builder 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

6. Design-Builder can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

7. It is a Agreement requirement of the Design-Builder that any reimbursement requested by a Subcontractor under this Article be processed by the Design-Builder to the County for review.

#### **79. Budget Availability**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **80. Not used**

#### **81. Contract Adjustments and Disputes**

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

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

##### **81.2 Dispute Avoidance and Resolution.**

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

81.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which

shall conclude within fourteen (14) days of the written notice provided for in GC Article 81.1.1 unless the Owner and Design-Builder mutually agree otherwise.

81.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

81.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire. Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

81.3 Notwithstanding anything to the contrary set forth in this Article 81, disputes related to the progress payment procedures set forth in Article 54 shall first be attempted to be resolved through the resolution process set forth therein. If such progress payment dispute is not resolved using the procedures set forth in Article 54, the parties agree this Article 81 will then apply.

81.4 Duty to Continue Performance.

81.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

## **82. Hazardous Conditions and Differing Site Conditions**

82.1 Hazardous Conditions.

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

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

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

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

82.1.5 Notwithstanding the preceding provisions of this GC Article 82, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

## 82.2 Differing Site Conditions.

82.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work and (iii) are not readily ascertainable from the level of due diligence required by Design-Builder in the Contract Documents, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition

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

**END OF SECTION**

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**ATTACHMENT E PUBLIC CONSTRUCTION BOND**

[To be added later with Phase 2 GMP]

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**ATTACHMENT F FORM OF GUARANTEE**

**[To be added later]**

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**ATTACHMENT G OSBD SCHEDULE 1 AND SCHEDULE 2**

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**OSBD SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

SOLICITATION/PROJECT/BID NO.: WUD Project No. 25-034

SOLICITATION OPENING/SUBMITTAL DATE: 12-3-2025

COUNTY DEPARTMENT: PBCWUD

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT\*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Kiewit Water Facilities Florida Co. ADDRESS: 1061 E. Indiantown Rd. Suite 100, Jupiter, FL 33477

CONTACT PERSON: Matthew C. Allen PHONE NO.: 720-218-4048 E-MAIL: Matthew.Allen@Kiewit.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$4,482,549.94

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE  SBE

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. HAZEN AND SAWYER, P.C.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>\$8,663,212.35</u>
2. KESHAVARZ & ASSOCIATES, INC.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$952,425.00</u>
3. WIRX ENGINEERING LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$111,373.58</u>
4. REG ARCHITECTS, INC.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$393,685.32</u>
5. HILLERS ELECTRICAL ENGINEERING, INC.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>\$1,608,530.30</u>

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ (Continued on next page)

Total (Continued on next page)

Total Certified SBE Participation \$ (Continued on next page)

I hereby certify that the above information is accurate to the best of my knowledge: (Continued on next page)

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
  - Modification of this form is not permitted and will be rejected upon submittal.
  - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

## OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

SOLICITATION/PROJECT/BID NO.: WUD Project No. 25-034

SOLICITATION OPENING/SUBMITTAL DATE: 12-3-2025

COUNTY DEPARTMENT: PBCWUD

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Kiewit Water Facilities Florida Co. ADDRESS: 1061 E. Indiantown Rd. Suite 100, Jupiter, FL 33477

CONTACT PERSON: Matthew C. Allen PHONE NO.: 720-218-4048 E-MAIL: Matthew.Allen@Kiewit.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$4,482,549.94

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE  SBE

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. URBAN DESIGN STUDIO, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$94,319.00
2. CROM, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00
3. CSA CENTRAL, INC.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$369,197.16
4. AMG UNDERGROUND INC.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$87,000.00
5. ANATOM CONSTRUCTION COMPANY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$129,730.80

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ (Continued on next page)

Total (Continued on next page)

Total Certified SBE Participation \$ (Continued on next page)

I hereby certify that the above information is accurate to the best of my knowledge: (Continued on next page)

Name & Authorized Signature

Title

- Note:**
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
  3. Modification of this form is not permitted and will be rejected upon submittal.
  4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

**OSBD SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

SOLICITATION/PROJECT/BID NO.: WUD Project No. 25-034

SOLICITATION OPENING/SUBMITTAL DATE: 12-3-2025

COUNTY DEPARTMENT: PBCWUD

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT\*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Kiewit Water Facilities Florida Co. ADDRESS: 1061 E. Indiantown Rd. Suite 100, Jupiter, FL 33477

CONTACT PERSON: Matthew C. Allen PHONE NO.: 720-218-4048 E-MAIL: Matthew.Allen@Kiewit.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$4,482,549.94  
 SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE  SBE

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. YOUNGQUIST BROTHERS, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$16,892,023.45

Total \$12,409,473.51

Total Certified SBE Participation \$ \$3,377,064.00

I hereby certify that the above information is accurate to the best of my knowledge: Matthew C. Allen  Vice President  
 Name & Authorized Signature Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
  - Modification of this form is not permitted and will be rejected upon submittal.
  - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

**OSBD LETTER OF INTENT – SCHEDULE 2\***

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: HAZEN AND SAWYER, P.C.

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): N/A


**SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

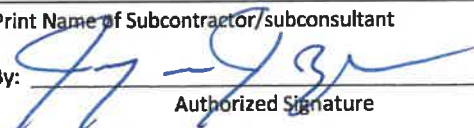
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Lead Designer (8.03 Mechanical Engineering - Water Supply				\$8,663,212.35
	Treatment Systems, 8.04 Mechanical Engineering - Water				
	Distribution Systems, 10.03 Structural Engineering - Industrial				
	12.06 Environmental Engineering - Water Resource Evaluation				
	and Development, 12.07 Environmental Engineering - Water and				
	Wastewater Treatment Process Design, Asset Management,				
	Hydraulic Analysis and Modeling, Permitting,				
	Start-up and Commissioning)				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$8,663,212.35

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

Kiewit Water Facilities Florida Co.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Matthew C. Allen  
 Print Name  
Vice President  
 Title  
 Date: 5/22/26

HAZEN AND SAWYER, P.C.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Jayson Page, PE  
 Print Name  
Vice President  
 Title  
 Date: 5/22/26

**OSBD LETTER OF INTENT – SCHEDULE 2\***

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: KESHAVARZ & ASSOCIATES, INC.

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier

Date of Palm Beach County Certification (if applicable): 10/4/25-10/3/28

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	5.02 Topography - Engineering Surveying				\$952,425.00
	8.04 Mechanical Engineering - Water Distribution Systems				
	Civil Engineering / Stormwater Design				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$952,425.00

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

N/A  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

N/A  
Price or Percentage:

Kiewit Water Facilities Florida Co.

Print Name of Prime

By: [Signature]  
Authorized Signature

Matthew C. Allen

Print Name

Vice President

Title

Date: 5/22/26

KESHAVARZ & ASSOCIATES, INC.

Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

Amir J. Keshavarz, P.E.

Print Name

Managing Director

Title

Date: 5/19/26

**OSBD LETTER OF INTENT – SCHEDULE 2\***

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: WIRX ENGINEERING LLC

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): 4/20/26-4/19/29

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Geotechnical Engineering Services				\$111,373.58

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$111,373.58

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Kiewit Water Facilities Florida Co.


Print Name of Prime  
 By:   
 Authorized Signature

Matthew C. Allen

Print Name  
Vice President

Title  
 Date: 5/27/26

WIRX ENGINEERING LLC

Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature

Andrew Nixon, PE

Print Name  
Managing Partner

Title  
 Date: 5/27/26

\*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 8, 2025

**OSBD LETTER OF INTENT – SCHEDULE 2\***

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: REG ARCHITECTS, INC.

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier

Date of Palm Beach County Certification (if applicable): 3/20/24-3/19/27

**SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	7.07-7.05 Architectural - Architect				\$393,685.32

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$393,685.32

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Kiewit Water Facilities Florida Co.

Print Name of Prime

By:   
Authorized Signature

Matthew C. Allen

Print Name

Vice President

Title

Date: 5/22/26

REG ARCHITECTS, INC.

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

Manuel Ayala, AIA

Print Name

Vice President

Title

Date: 5/20/2026

**OSBD LETTER OF INTENT – SCHEDULE 2\***

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: HILLERS ELECTRICAL ENGINEERING, INC.

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): 10/17/24-10/16/27

**SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	9.03 Electrical Engineering - Industrial Facilities (including I&C)				\$1,608,530.30

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$1,608,530.30

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Kiewit Water Facilities Florida Co.

Print Name of Prime  
 By:   
 Authorized Signature

Matthew C. Allen

Print Name  
Vice President

Title  
 Date: 5/22/26

HILLERS ELECTRICAL ENGINEERING, INC.

Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature

Thein Win, P.E.

Print Name  
Senior Vice President

Title  
 Date: 5/19/2026

**OSBD LETTER OF INTENT – SCHEDULE 2\***

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: URBAN DESIGN STUDIO, LLC

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): 6/14/24-6/13/27

**SBE PARTICIPATION** – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	7.06 Architectural - Landscape Architecture				\$94,319.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$94,319.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Kiewit Water Facilities Florida Co.

Print Name of Prime

By:   
 Authorized Signature

Matthew C. Allen

Print Name

Vice President

Title

Date: 5/22/26

URBAN DESIGN STUDIO, LLC

Print Name of Subcontractor/subconsultant

By:   
 Authorized Signature

Kenneth G. Tuma

Print Name

Managing Principal

Title

Date: May 20th, 2026

\*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

**OSBD LETTER OF INTENT – SCHEDULE 2\***

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: CSA CENTRAL, INC.

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): N/A


**SBE PARTICIPATION** – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

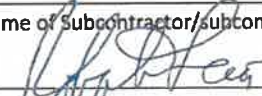
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Building MEP Engineering				\$369,197.16

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$369,197.16

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

Kiewit Water Facilities Florida Co.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Matthew C. Allen  
 Print Name  
Vice President  
 Title  
 Date: 5/22/26

CSA CENTRAL, INC.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Roberto Leon, PE  
 Print Name  
Sr. Vice President  
 Title  
 Date: May 20, 2026

\*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

**OSBD LETTER OF INTENT – SCHEDULE 2\***

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: AMG UNDERGROUND INC.

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): 2/27/26-2/26/29

**SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Subsurface Utility Engineering				\$87,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$87,000.00

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Kiewit Water Facilities Florida Co.

Print Name of Prime  
 By:   
 Authorized Signature

Matthew C. Allen

Print Name  
Vice President

Title  
 Date: 5/22/26

AMG UNDERGROUND INC.

Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature

Andres Garcia

Print Name  
Vice President

Title  
 Date: 5-19-2026

**OSBD LETTER OF INTENT – SCHEDULE 2\***

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: ANATOM CONSTRUCTION COMPANY

**(Check box(s) that apply)**

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): 11/20/23-11/19/26

**SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	SBE Outreach, Value Engineering (VE)				\$129,730.80

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$129,730.80

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

Kiewit Water Facilities Florida Co.

Print Name of Prime

By:   
 Authorized Signature

Matthew C. Allen

Print Name

Vice President

Title

Date: 5/22/26

ANATOM CONSTRUCTION COMPANY

Print Name of Subcontractor/subconsultant

By:   
 Authorized Signature

Luis Valderrama

Print Name

President

Title

Date: 5/20/2026

**OSBD LETTER OF INTENT – SCHEDULE 2\***

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: YOUNGQUIST BROTHERS, LLC

**(Check box(s) that apply)**

SBE     Non-SBE     Supplier                      Date of Palm Beach County Certification (if applicable): \_\_\_\_\_


**SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.


Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	N/A				\$0.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$0.00

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Kiewit Water Facilities Florida Co.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Matthew C. Allen  
 Print Name  
Vice President  
 Title  
 Date: 5/22/26

YOUNGQUIST BROTHERS, LLC  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Harvey Youngquist Jr.  
 Print Name  
Manager & CEO  
 Title  
 Date: May 21, 2026

\*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

**OSBD LETTER OF INTENT – SCHEDULE 2\***

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD Project No. 25-034  
 SOLICITATION/PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

Prime Contractor: Kiewit Water Facilities Florida Co. Subcontractor: CROM, LLC  
(Check box(s) that apply)

SBE    Non-SBE    Supplier      Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

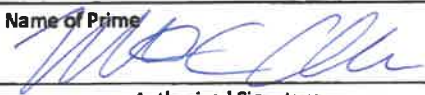
**SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.


Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	N/A				\$0.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$0.00

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Kiewit Water Facilities Florida Co.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Matthew C. Allen  
 Print Name  
Vice President  
 Title  
 Date: 5/22/26

CROM, LLC  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Daniel Tews  
 Print Name  
CFO  
 Title  
 Date: 5/21/2026

\*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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**ATTACHMENT H – Not Used**

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**ATTACHMENT I – ENGINEERING AND CONSTRUCTION HOURLY LABOR RATES**

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**Attachment I**  
**Engineering Hourly Labor Rates**  
**Hazen and Sawyer, P.C.**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Vice President	\$128.74	\$386.22
Associate Vice President	\$126.85	\$380.55
Senior Associate	\$124.17	\$372.51
Associate	\$92.17	\$276.51
Senior Principal Engineer	\$71.97	\$215.91
Senior Principal Scientist	\$89.61	\$268.83
Senior Principal Architect	\$60.47	\$181.41
Principal Engineer	\$66.43	\$199.29
Principal Scientist	\$56.90	\$170.70
Principal Architect	\$51.84	\$155.52
Engineer	\$49.69	\$149.07
Scientist / Assistant Scientist	\$34.43	\$103.29
Architect / Assistant Architect	\$39.14	\$117.42
Assistant Engineer II	\$56.24	\$168.72
Assistant Engineer I	\$46.62	\$139.86
Principal CAD / BIM Designer	\$56.82	\$170.46
Principal Graphics Designer	\$44.20	\$132.60
CADD / BIM Designer	\$39.50	\$118.50
Senior CADD / BIM Designer	\$49.99	\$149.97
Senior Construction Manager	\$76.81	\$230.43
Construction Manager	\$74.27	\$222.81
Senior Field Coordinator	\$70.39	\$211.17
Field Coordinator	\$49.27	\$147.81
Administrator	\$49.15	\$147.45
Technician	\$30.24	\$90.72
Funding Lead	\$63.86	\$191.58

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Pre-Construction Hourly Labor Rates**  
**Kiewit Water Facilities Florida Co.**

<b>Title</b>	<b>Burdened Labor Rate (\$/hr)</b>	<b>Burdened Billing Rate (\$/hr)</b>	<b>Maximum Burdened Labor Rate (\$/hr)</b>	<b>Maximum Burdened Billing Rate (\$/hr)</b>
Project Executive	\$ 306.75	\$ 371.17	\$ 326.46	\$ 395.01
Project Manager	\$ 231.02	\$ 279.54	\$ 275.12	\$ 332.89
Project Engineer	\$ 139.66	\$ 168.99	\$ 181.68	\$ 219.83
Preconstruction Manager	\$ 235.39	\$ 284.82	\$ 248.24	\$ 300.37
Construction Manager	\$ 150.41	\$ 181.99	\$ 239.31	\$ 289.56
General Superintendent	\$ 128.03	\$ 154.92	\$ 186.72	\$ 225.93
Constructability Lead	\$ 189.72	\$ 229.56	\$ 203.48	\$ 246.21
Estimating Manager	\$ 175.93	\$ 212.87	\$ 195.35	\$ 236.38
Lead Estimator	\$ 156.99	\$ 189.96	\$ 176.85	\$ 213.99
Discipline Estimator	\$ 119.16	\$ 144.18	\$ 145.55	\$ 176.11
Project Controls	\$ 131.18	\$ 158.73	\$ 173.03	\$ 209.36
Schedule Manager	\$ 113.99	\$ 137.93	\$ 156.67	\$ 189.57
Quality Manager	\$ 210.64	\$ 254.88	\$ 244.09	\$ 295.35
Safety Manager	\$ 153.85	\$ 186.16	\$ 178.29	\$ 215.73
Subcontractor Outreach	\$ 110.55	\$ 133.77	\$ 125.64	\$ 152.03
Environmental Manager	\$ 151.83	\$ 183.72	\$ 173.54	\$ 209.99
Design Manager	\$ 208.63	\$ 252.44	\$ 237.41	\$ 287.26
Constructability SME's	\$ 153.58	\$ 185.83	\$ 195.32	\$ 236.34
Permit Manager	\$ 74.41	\$ 90.03	\$ 90.58	\$ 109.60
Contract Manager	\$ 144.97	\$ 175.42	\$ 187.34	\$ 226.69
Doc Control	\$ 67.52	\$ 81.70	\$ 76.54	\$ 92.62
Project Controller	\$ 117.43	\$ 142.10	\$ 142.13	\$ 171.97
Procurement Manager	\$ 101.95	\$ 123.35	\$ 133.15	\$ 161.11

**Notes:**

1. The rates listed in Attachment B shall remain in effect for duration of the 2026 calendar year. Burdened rates will be escalated annually thereafter.
2. Burdened rates do not include Other Direct Cost (ODC's).
3. Upon execution of the Work Authorization for Phase 2, the hourly labor rates shall be set and the GMP shall not be adjusted.
4. Burdened Labor Rate and Maximum Burdened Labor Rate do not include OH&P

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted.

**Attachment I**  
**Engineering Hourly Labor Rates**  
**KESHAVARZ & ASSOCIATES, INC.**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Principal	\$125.00	\$375.00
Senior Vice President	\$120.00	\$360.00
Project Director	\$105.00	\$315.00
Senior Project Manager	\$96.00	\$288.00
Project Manager	\$82.00	\$246.00
Principal Surveyor	\$70.00	\$210.00
Senior Project Engineer	\$70.00	\$210.00
Project Engineer	\$62.00	\$186.00
Project Surveyor	\$60.00	\$180.00
Senior Designer	\$47.00	\$141.00
Designer / CADD Technician	\$40.00	\$120.00
Intern	\$25.00	\$75.00
Survey Crew (3 Person)	\$75.00	\$225.00
Survey Crew (2 Person)	\$60.00	\$180.00
Senior Construction Manager	\$60.00	\$180.00
Construction Manager	\$50.00	\$150.00
Senior Field Representative	\$47.00	\$141.00
Field Representative	\$42.00	\$126.00
Contract Administrator	\$50.00	\$150.00
Utility / Permit Coordinator	\$35.00	\$105.00
Clerical	\$28.00	\$84.00

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Engineering Hourly Labor Rates**  
**WIRX Engineering, LLC**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Senior Engineer	\$62.89	\$188.67
Project Engineer	\$60.00	\$180.00
Staff Engineer	\$48.00	\$144.00
CAD Technician	\$38.00	\$114.00
Clerical	\$28.00	\$84.00

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Engineering Hourly Labor Rates**  
**REG ARCHITECTS, INC.**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Principal Architect	\$98.92	\$275.00
Associate Architect	\$89.93	\$250.01
Senior Project Manager	\$66.55	\$185.01
Project Manager	\$62.95	\$175.00
Assistant Project Manager	\$57.55	\$159.99
CADD Technician	\$43.16	\$119.98
Administrative Assistant	\$30.58	\$85.01

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Engineering Hourly Labor Rates**  
**HILLERS ELECTRICAL ENGINEERING, INC.**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Project Manager	\$84.00	\$251.16
Professional Engineer	\$69.00	\$206.31
Lead Engineer	\$55.00	\$164.45
CADD/Computer Technician	\$47.00	\$140.53
Programmer	\$55.00	\$164.45
Construction Coordinator	\$52.00	\$155.48
Administrative Assistant	\$47.00	\$140.53

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Engineering Hourly Labor Rates**  
**Urban Design Studio, LLC**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Principal	\$64.333	\$193.00
Project Manager	\$53.666	\$161.00
Senior Landscape Architect	\$49.000	\$147.00
Designer	\$37.333	\$112.00
Senior Land Planner II	\$39.333	\$118.00
Land Planner I	\$35.333	\$106.00
CADD- Tech-Level I	\$27.00	\$81.00
Administrative/Clerical Assistant	\$20.666	\$62.00

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Engineering Hourly Labor Rates**  
**CSA Central, Inc.**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Multiplier</u>
Vice President	\$118.75	\$356.25
Senior Principal Engineer	\$118.75	\$356.25
Senior Principal Architect	\$118.75	\$356.25
Principal Engineer	\$ 93.75	\$281.25
Principal Architect	\$101.89	\$305.67
Principal/Senior Engineer	\$ 65.35	\$196.05
Architect / Assistant Architect	\$ 73.73	\$221.19
Assistant Engineer II	\$ 57.37	\$172.11
Assistant Engineer I	\$ 43.32	\$129.96
Principal CAD / BIM Designer	\$ 42.20	\$126.60
Principal Graphics Designer	\$ 42.20	\$126.60
CADD / BIM Designer	\$ 30.00	\$ 90.00
Senior CADD / BIM Designer	\$ 38.00	\$114.00
Senior Construction Manager	\$ 81.89	\$245.67
Construction Manager	\$ 60.00	\$180.00
Senior Field Coordinator	\$ 47.84	\$143.52
Field Coordinator	\$ 39.06	\$117.18
Administrator	\$ 25.00	\$ 75.00
Technician	\$ 25.00	\$ 75.00

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Engineering Hourly Labor Rates**  
**AMG UNDERGROUND INC.**

<b><u>Title</u></b>	<b><u>Labor Rate</u></b>	<b><u>Labor Rate with Multiplier</u></b>
Sr. Field Coordinator	\$35.000	\$105.00
Technician	\$25.000	\$75.00
Administrator	\$19.166	\$57.50

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted. Provide audit for multiplier.

**Attachment I**  
**Pre-Construction Hourly Labor Rates**  
**ANATOM Construction Company**

<u>Title</u>	<u>Labor Rate</u>	<u>Labor Rate with Burden</u>
Project Executive	\$122.59	\$227.39
Project Manager	\$82.69	\$188.46
Project Estimator	\$90.38	\$203.56
Project Scheduler	\$93.75	\$208.43
Project Superintendent	\$85.58	\$190.02
Project Assistant Superintendent	\$62.50	\$124.68
Project Engineer	\$74.52	\$155.23
Project Coordinator	\$41.83	\$95.91
Project Accountant	\$52.89	\$123.82

The rates listed in Attachment I may only be adjusted after a period of one year (and annually thereafter) from the "Effective Date" of the Contract, subject to the approval of the County. Upon execution of the Work Order the GMP the hourly labor rates shall be set for that Work Order and the GMP shall not be adjusted.

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**ATTACHMENT J – Not Used. Reserved for Phase 2**

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**ATTACHMENT K – MISCELLANEOUS DOCUMENTS / FORMS**

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**NOTICE TO PROCEED**

Dated \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
(DESIGN-BUILDER COMPANY)

ADDRESS: \_\_\_\_\_

**FOR  
PALM BEACH COUNTY  
WATER UTILITIES DEPARTMENT**

**Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build**

**PBCWUD Project No.: 25-034**

You are hereby notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract, the dates of Substantial Completion and Final Completion are «Substantial Completion» successive calendar days and «Additional\_Days\_from\_Substantial\_to\_Final» successive calendar days, respectively, from this date.

Before you may start any Work you must deliver to the Engineer, the following:

1. List of all subcontractors that will perform work on the project.
2. Construction schedule as required by the Contract documents

Palm Beach County, Florida

By: \_\_\_\_\_  
(Authorized Signature)  
PBC Water Utilities Department

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Copy to Engineer  
(Use Certified Mail  
Return Receipt Requested)





**PERIODICAL ESTIMATE FOR PARTIAL PAYMENT**

PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

PBCWUD PROJECT NO.: 25-034 RESOLUTION NO.: R

DESIGN-BUILDER COMPANY : \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Application No.: \_\_\_\_\_ Period From: \_\_\_\_\_ to \_\_\_\_\_

Account Number: \_\_\_\_\_

**ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE:**

- A. Original Contract Amount (Page A-2, Col. 6) \_\_\_\_\_
- B. Plus: Change Order Additions (Page A-3, Col. 5) \_\_\_\_\_
- C. Less: Change Order Deletions (Page A-3, Col. 7) \_\_\_\_\_
- D. Adjusted Contract Amount as of this Estimate \_\_\_\_\_

**ANALYSIS OF WORK PERFORMED TO DATE:**

- 1. Original Contract Work Performed to Date (Page A-2, Col. 8) \_\_\_\_\_
- 2. Extra Work Performed to Date (Page A-3, Col. 6) \_\_\_\_\_
- 3. Total Value of Work Performed To Date \_\_\_\_\_
- 4. Plus: \_\_\_\_\_ % of Stored Material and Equipment  
(Attach Schedule & Copies of Invoices) \_\_\_\_\_
- 5. Total Work Performed To Date Plus Stored  
Materials and Equipment \_\_\_\_\_
- 6. Less: \_\_\_\_\_ % Retainage \_\_\_\_\_
- 7. Net Amount Earned on Contract to Date \_\_\_\_\_
- 8. Less: Amount of Previous Payments \_\_\_\_\_
- 9. Plus: Reduction in Retainage from \_\_\_\_\_ % to \_\_\_\_\_ % \_\_\_\_\_
- 10. Balance Due This Payment \_\_\_\_\_

**CERTIFICATION OF DESIGN-BUILDER COMPANY :**

I hereby certify that I have checked and verified this Periodical Estimate for Payment No. \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_, inclusive, and that it is a true and correct statement of all work performed, and/or any and all material and equipment supplied by this Design-Builder Company ; that all work, materials, and equipment included in Periodical Estimate No. \_\_\_\_\_ have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of Periodical Estimate No. \_\_\_\_\_ have been authenticated and approved by the authorized undersigned representative of the Design-Builder Company .

\_\_\_\_\_  
(Design-Builder Company )

By \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Print Name)

Title \_\_\_\_\_

Date \_\_\_\_\_

**PERIODICAL ESTIMATE FOR PARTIAL PAYMENT**

PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

PBCWUD PROJECT NO.: 25-034 RESOLUTION NO.: R

DESIGN-BUILDER COMPANY : \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Application No.: \_\_\_\_\_ Period \_\_\_\_\_ to \_\_\_\_\_  
From: \_\_\_\_\_

Account Number: \_\_\_\_\_

**CERTIFICATION OF CONSTRUCTION REPRESENTATIVE:**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Periodical Estimate No. \_\_\_\_\_ are correct; that the work, material and equipment shown thereon has been completed and supplied in conformance with the Contract Documents of the project between PALM BEACH COUNTY (Owner), and \_\_\_\_\_ (Design-Builder Company), dated \_\_\_\_\_, including any authorized changes, deviations, substitutions, alterations and/or additions; that it is agreed that this Periodical Estimate for Payment No. \_\_\_\_\_ is a true and correct statement of the Contract Amount, up to and including the last day of the last day of the period covered by this Periodical Estimate No. \_\_\_\_\_ and that no part of the "balance due", this payment has been received.

\_\_\_\_\_  
(Project Representative - Print Name) By \_\_\_\_\_  
(Project Representative - Signature)

Title \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION OF WATER UTILITIES REPRESENTATIVE:**

To the best of my knowledge and belief, all items shown on the face of this Periodical Estimate for Partial Payment No. \_\_\_\_ are correct and that the work, material and equipment shown thereon has been completed and/or supplied in conformance with the Contract Documents, and is satisfactory for approval and processing for payment.

Palm Beach County Water Utilities Department By \_\_\_\_\_  
(Owner) (Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

Title Director of Engineering Division Date \_\_\_\_\_



done or labor, materials, equipment or supplies furnished and/or any other kind of class of lien or liens on the Property.

6. This shall constitute a full, absolute, and unconditional release and discharge by the Design-Builder Company to the County of all claims or liens of the Design-Builder Company, of whatever nature, arising out of, in connection with, or resulting from the supply by the Design-Builder Company, or any of its subcontractors or suppliers, of labor and/or materials to the Property as of the indicated Cutoff Date, except to the extent of the "Present Unpaid Balance" and any claims listed on the attached statement of unresolved claims.

The Design-Builder Company agrees to indemnify and hold the County harmless from and against all costs and expenses, including reasonable attorney's fees and fees on appeal, resulting from any entity or individual who claims to have not been paid for labor, materials, equipment, tools, supplies and manufactured articles furnished in connection with the Completed Work.

This Affidavit is done with the understanding that contract payments are based on the truth and veracity of this document and any misrepresentation hereunder could result in action for breach of contract and/or loss, reduction or retention of future contract payments.

This statement is given under oath.

(CORPORATE SEAL)

\_\_\_\_\_  
(Design-Builder Company )

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

**CONSENT OF SURETY**

For Reduction of or Partial Release of Retainage

PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

PROJECT LOCATION: «Project Location»

PBCWUD PROJECT NO.: 25-034 RESOLUTION NO.: R

CONTRACT DATE: \_\_\_\_\_

CONTRACT TYPE: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ ENGINEER'S PROJECT NO.: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

In accordance with the provisions of the above-named Contract between the County and the Design-Builder Company , the following named Surety:

\_\_\_\_\_

on the PUBLIC CONSTRUCTION BOND of the following named Design-Builder Company :

\_\_\_\_\_

hereby approves a reduction of or a partial release of retainage to the Design-Builder Company as set forth below:

\_\_\_\_\_

The Surety Company hereby agrees that such reduction of or partial release of retainage to the Design-Builder Company shall not relieve said Surety Company of any of its obligations to the following named County as set forth in said Surety Company's bond:

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Affix Corporate Seal Here)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

TITLE: \_\_\_\_\_

**REQUEST FOR ADJUSTMENT OF RETAINAGE**

PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

PBCWUD PROJECT NO.: 25-034

County: \_\_\_\_\_ RESOLUTION NO.: R \_\_\_\_\_

ENGINEER: \_\_\_\_\_ PROJECT MANAGER \_\_\_\_\_

DESIGN-BUILDER COMPANY  
: \_\_\_\_\_

The Design-Builder Company , \_\_\_\_\_ hereby requests that the percentage of partial payment estimates retained by the County under the provisions of the Contract Documents be REDUCED from \_\_\_\_% to \_\_\_\_%.

By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Design-Builder Company Representative)

\_\_\_\_\_  
(Print Name) Title \_\_\_\_\_

The Surety on the Public Construction Bond for said project:

\_\_\_\_\_  
hereby approves the foregoing request.

By \_\_\_\_\_ Date \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Print Name)

Power of Attorney must be attached to original copy

Approval IS/IS NOT recommended. The percentage of completed work as of \_\_\_\_\_,  
20\_\_ is \_\_\_\_\_% and the present percentage of elapsed contract time as of \_\_\_\_\_,  
20\_\_ is \_\_\_\_\_%

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Resident Project Representative

\_\_\_\_\_  
(Print Name)

Approval IS/IS NOT recommended:

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of County Project Manager

\_\_\_\_\_  
(Print Name)

APPROVED/DISAPPROVED:

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of County's Representative

\_\_\_\_\_  
(Print Name)

CHANGE ORDER NO. \_\_\_\_\_  
Palm Beach County Water Utilities Department  
[INSERT CONTRACT NAME]  
Resolution No. \_\_\_\_\_ Contract Dated \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**PBCWUD Project No.:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Budget Line Item No.:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**District:** \_\_\_\_\_

**Notice to Proceed:** \_\_\_\_\_

The Contract provides for \_\_\_\_\_% SBE participation. This Change Order includes \_\_\_\_\_% overall SBE participation. The cumulative SBE participation, including this Change Order is \_\_\_\_\_%.

The Contract and this Change Order is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.

**You are directed to make the following changes in this contract:**

(INSERT NARRATIVE DESCRIPTION OF THE SPECIFIC WORK TO BE UNDERTAKEN UNDER THE CHANGE ORDER – SPECIFY DOLLARS AND DAYS – REFERENCE ANY SUPPORTING DOCUMENTATION BEING INCLUDED AS AN ATTACHMENT TO SUPPORT THE CHANGE ORDER)

**Total:** \_\_\_\_\_

All Attachments to this Change Order are made a part of this Change Order and incorporated herein.

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES THEIR AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Contract Sum was.....	\$ _____
Net Change by previous Change Order.....	\$ _____
The Contract Sum prior to this Change Order was.....	\$ _____
The Contract Sum will be <b>increased/decreased</b> by this Change Order.....	\$ _____
The New Contract Sum indicating this Change Order will be.....	\$ _____
The Date of Substantial Completion prior to this Change Order was .....	(Date) _____
The Date of Final Completion prior to this Change Order was .....	(Date) _____
The Contract Time will be <b>increased/decreased</b> by.....	(Days) _____
The Date of Substantial Completion including this Change Order.....	(Date) _____
The Date of Final Completion including this Change Order.....	(Date) _____

CHANGE ORDER NO. \_\_\_\_\_  
Palm Beach County Water Utilities Department  
[INSERT CONTRACT NAME]  
Resolution No. \_\_\_\_\_ Contract Dated \_\_\_\_\_

**Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.**

<hr/> <b>CONTRACTOR</b>	<u>Palm Beach County Water Utilities Department</u> <b>ENGINEER</b>	<u>Palm Beach County Board of County Commissioners</u> <b>OWNER</b>
<hr/> <b>ADDRESS</b>	<u>8100 Forest Hill Blvd. West Palm Beach, FL 33413</u> <b>ADDRESS</b>	<u>301 N. Olive Avenue West Palm Beach, FL 33401</u> <b>ADDRESS</b>
<hr/> <b>SIGNATURE</b>	<hr/> <b>SIGNATURE</b>	<hr/> <b>SIGNATURE</b>
<hr/> <b>PRINT NAME</b>	<hr/> <b>PRINT NAME</b>	<u>Sara Baxter</u> <b>PRINT NAME</b>
<hr/> <b>TITLE</b>	<hr/> <b>TITLE</b>	<u>Mayor</u> <b>TITLE</b>
<hr/> <b>DATE</b>	<hr/> <b>DATE</b>	<hr/> <b>DATE</b>

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ who is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
County Attorney

Attest: Michael A. Caruso, Clerk of the Circuit Court  
& Comptroller, Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

CHANGE ORDER NO. \_\_\_\_\_  
Palm Beach County Water Utilities Department  
[INSERT CONTRACT NAME]  
Resolution No. \_\_\_\_\_ Contract Dated \_\_\_\_\_

**Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.**

<hr/> <b>CONTRACTOR</b>	<hr/> Palm Beach County Water Utilities Department <b>ENGINEER</b>	<hr/> Palm Beach County Water Utilities Department <b>OWNER</b>
<hr/> <b>ADDRESS</b>	<hr/> 8100 Forest Hill Blvd. West Palm Beach, FL 33413 <b>ADDRESS</b>	<hr/> 8100 Forest Hill Blvd. West Palm Beach, FL 33413 <b>ADDRESS</b>
<hr/> <b>SIGNATURE</b>	<hr/> <b>SIGNATURE</b>	<hr/> <b>SIGNATURE</b>
<hr/> <b>PRINT NAME</b>	<hr/> <b>PRINT NAME</b>	<hr/> Ali Bayat, P.E., PMP <b>PRINT NAME</b>
<hr/> <b>TITLE</b>	<hr/> <b>TITLE</b>	<hr/> Director <b>TITLE</b>
<hr/> <b>DATE</b>	<hr/> <b>DATE</b>	<hr/> <b>DATE</b>

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged  
before me by means of  physical presence or  online notarization  
this \_\_\_\_\_, day of \_\_\_\_\_,  
by \_\_\_\_\_ who is  personally known  
to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

CHANGE ORDER NO. \_\_\_\_\_  
Palm Beach County Water Utilities Department  
[INSERT CONTRACT NAME]  
Resolution No. \_\_\_\_\_ Contract Dated \_\_\_\_\_

**Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.**

<hr/> <b>CONTRACTOR</b>	<hr/> Palm Beach County Water Utilities Department <b>ENGINEER</b>	<hr/> Palm Beach County Contract Review Committee <b>OWNER</b>
<hr/> <b>ADDRESS</b>	<hr/> 8100 Forest Hill Blvd. West Palm Beach, FL 33413 <b>ADDRESS</b>	<hr/> 301 N. Olive Avenue West Palm Beach, FL 33401 <b>ADDRESS</b>
<hr/> <b>SIGNATURE</b>	<hr/> <b>SIGNATURE</b>	<hr/> <b>SIGNATURE</b>
<hr/> <b>PRINT NAME</b>	<hr/> <b>PRINT NAME</b>	<hr/> Brenda Znachko, J.D., LL.M. <b>PRINT NAME</b>
<hr/> <b>TITLE</b>	<hr/> <b>TITLE</b>	<hr/> Director, Contract Development & Control <b>TITLE</b>
<hr/> <b>DATE</b>	<hr/> <b>DATE</b>	<hr/> <b>DATE</b>

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged  
before me by means of  physical presence or  online notarization  
this \_\_\_\_\_, day of \_\_\_\_\_,  
by \_\_\_\_\_ who is  personally known  
to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)



**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**FOR THE Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
PBCWUD Project No.: 25-034**

DESIGN-BUILDER \_\_\_\_\_ COMPANY \_\_\_\_\_ :

CONTRACT DATE: \_\_\_\_\_, 20\_\_

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: \_\_\_\_\_  
(County)

AND  
TO: \_\_\_\_\_  
(Design-Builder Company )

The Work to which this Certificate applies has been inspected by authorized representatives of the ENGINEER, along with the DESIGN-BUILDER COMPANY and that Work is hereby declared to be Substantially Complete in accordance with the Contract Documents on:

\_\_\_\_\_  
(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and failure to include an item in the list does not alter the responsibility of the DESIGN-BUILDER COMPANY to complete all the Work in a good and workmanlike manner in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the DESIGN-BUILDER COMPANY within \_\_\_\_\_ days of the above date of Substantial Completion.

The responsibilities between the County and the DESIGN-BUILDER COMPANY for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

County: \_\_\_\_\_

DESIGN-BUILDER \_\_\_\_\_ COMPANY  
: \_\_\_\_\_

The following documents are attached to and made a part of this Certificate:  
\_\_\_\_\_

This Certificate does not constitute an acceptance of any Work not in accordance with the Contract Documents nor is it a release of DESIGN-BUILDER COMPANY 'S obligation to complete the Work in a good and workmanlike manner in accordance with the Contract Documents.

Recommended by the ENGINEER:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Professional Engineer (Print Name)

DESIGN-BUILDER COMPANY hereby accepts this Certificate of Substantial Completion:

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title) Date: \_\_\_\_\_

County acknowledges receipt of this Certificate of Substantial Completion:

By: \_\_\_\_\_ Director of Engineering Division \_\_\_\_\_ (Print Name)

Date: \_\_\_\_\_

**DESIGN-BUILDER COMPANY 'S CERTIFICATION OF FINAL COMPLETION**

TO: \_\_\_\_\_

PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

PBCWUD PROJECT # 25-034

JOB NO. \_\_\_\_\_

RESOLUTION NO. R \_\_\_\_\_

ATTN: \_\_\_\_\_

COUNTY: \_\_\_\_\_

ENGINEER \_\_\_\_\_

FROM: \_\_\_\_\_  
(Firm or Corporation)

This is to certify that I, \_\_\_\_\_ am an authorized official of  
\_\_\_\_\_ working in the capacity of \_\_\_\_\_ and have

been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract:

I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Documents and approved changes thereto.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the work is complete, nor the acceptance thereof by the County, shall operate as a bar to claim against the Design-Builder Company under the terms of the guarantee provisions of the Contract Documents.

Date of Final Completion: \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_

(Print Name) \_\_\_\_\_ FOR \_\_\_\_\_

Recommended by the ENGINEER:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Professional Engineer (Print Name)

County acknowledges receipt of this Certificate of Final Completion:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Engineering Division (Print Name)

**STATEMENT OF UNRESOLVED CLAIMS**

FOR PBCWUD PROJECT NO. 25-034

RESOLUTION NO. R \_\_\_\_\_

PAYMENT APPLICATION NUMBER \_\_\_\_\_

Design-Builder Company shall list, in detail, on this page and any required additional pages all outstanding, unresolved claims which Design-Builder Company has on this project.

**CONSENT OF SURETY FOR FINAL PAYMENT**

PROJECT NAME: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build

PROJECT LOCATION: «Project Location»

PBCWUD PROJECT NO.: 25-034 PROJECT RESOLUTION NO.: R

CONTRACT DATE: \_\_\_\_\_ CONTRACT RESOLUTION NO.: R

CONTRACT TYPE: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ ENGINEER'S PROJECT NO.: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

In accordance with the provisions of the above named Contract between the County and the Design-Builder Company , the following named Surety:

\_\_\_\_\_

on the PUBLIC CONSTRUCTION BOND of the following named Design-Builder Company

: \_\_\_\_\_  
hereby approves of final payment by County to the Design-Builder Company , and further agrees that said final payment to the Design-Builder Company shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's bond:

\_\_\_\_\_

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Print Name)

(Affix corporate seal)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

TITLE: \_\_\_\_\_

**FINAL WARRANTY OF TITLE**

STATE OF FLORIDA \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn and says:

1. Affiant is the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ (hereinafter called the "Design-Builder Company").

2. Design-Builder Company entered into a Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter called the "Contract") with the **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter called the "County"), being Contract No. R \_\_\_\_\_ for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents (such construction and performance being hereinafter collectively referred to as the "Work") on property owned and or controlled by the County, located in «Project\_Location».

3. Design-Builder Company has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, except for the following:

None, unless set forth below:

Name	Address	Amount Due or to Become Due and Unpaid
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets, if more space is needed)

4. Receipt by Design-Builder Company of the Final Payment from County in the amount of \$ \_\_\_\_\_ shall constitute a full release and discharge by Design-Builder Company to said County of all claims and liens of the Design-Builder Company against said County arising out of, connected with, or resulting from performance of the Contract or the Work.

5. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

6. Design-Builder Company agrees to forever indemnify, defend, and hold said County harmless from and against all costs and expenses, including reasonable attorney's fees, including fees on appeal, resulting from individuals, firms, or corporations who claim to have not been paid for material, labor, equipment, tools, supplies, manufactured articles or services furnished incident to the Work.

7. This Affidavit is made for the purpose of inducing Final Payment from the County to the Design-Builder Company under the Contract in compliance with the Contract Documents.

8. Affiant has full authority to execute this Affidavit and to execute a full and final release of all claims and liens on behalf of the Design-Builder Company .

Signed and Sealed in the presence of:

(CORPORATE SEAL)

\_\_\_\_\_  
(Design-Builder Company )

\_\_\_\_\_  
(Signature))

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

**PALM BEACH COUNTY  
WATER UTILITIES DEPARTMENT**

**WORK DIRECTIVE**

To: \_\_\_\_\_  
Design-Builder Company's Name

\_\_\_\_\_  
Address

Project Name: Water Treatment Plant No. 8 Membrane Expansion Progressive Design-Build  
PBCWUD Project No.: 25-034 Resolution No. R \_\_\_\_\_  
Work Directive No.: \_\_\_\_\_

In accordance with your proposal dated \_\_\_\_\_ you are authorized to perform the following scope of work

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Time and materials as specified in the Contract Documents

\_\_\_\_\_ Lump Sum Price of \_\_\_\_\_.

Note: This Work Directive will be incorporated into a Change Order that will be submitted to the Contract Review Committee, Board of County Commissioners or Palm Beach County Water Utilities Director for approval.

Authorized by:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment L**  
**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**  
**Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Kiewit Water Facilities Florida Co.  
(Design-Builder) and attest that Design-Builder does not use coercion for labor or services as defined  
in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

  
(signature of officer or representative)

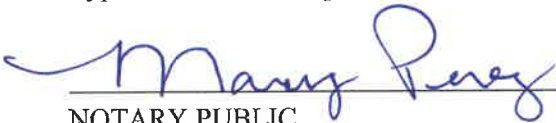
MATTHEW ALLEN, VICE PRESIDENT  
(printed name and title of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization this,  
22nd day of May 2026, by Matthew C. Allen

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_



NOTARY PUBLIC

My Commission Expires: February 22, 2030

State of Florida at large



(Notary Seal)

ATTACHMENT 2  
Location Map



PBCWUD Project No. 25-034  
Water Treatment Plant 8 Membrane Expansion  
Progressive Design-Build



ATTACHMENT 3

**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003578	Kiewit Water Facilities Florida Co	Modified	Compliant with Minor/Expiring Deficiencies					25-034	Water Treat Plant No. 8 Membrane Expansion Progressive Design-Build
		A+ , XV	Old Republic Insurance Company	MWTB31291026	3/1/2026	3/1/2027	Auto Liability		
		A+g , XV	Swiss Re Corporate Solutions America Insurance Cor	EXS2000809	3/1/2026	3/1/2027	Excess Liability		
		A+ , XV	Old Republic Insurance Company	MWZY31291126	3/1/2026	3/1/2027	General Liability		
		A+ , XV	Old Republic Insurance Company	MWZZ312912	3/1/2026	3/1/2027	Professional Liability		
		A+ , XV	Old Republic Insurance Company	MWFEX312928	3/1/2026	3/1/2027	Workers Comp		

**Risk Profile :** Standard - General Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**

# Attachment 4

## DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day appeared Matthew C Allen, by means of        physical presence OR        online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[ ] an individual or

[X] the Vice President of Kiewit Water Facilities Florida Co.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

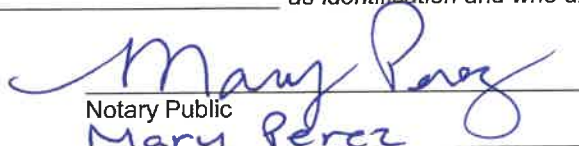
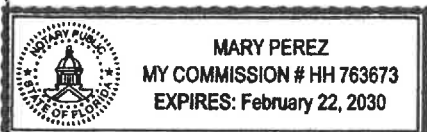
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.



Matthew C Allen, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X physical presence OR        online notarization this 22<sup>nd</sup> day of May, 2026, by Matthew C Allen, [X] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.



Notary Public  
Mary Perez  
(Print Notary Name)

State of Florida at Large  
My Commission Expires: February 22, 2030



**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
EXPENDITURE BUDGET TRANSFER**

**BGEX** 060226\*1562

**FUND** 4011 Water Utilities Capital Improvement Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 06/02/26	REMAINING BALANCE
<b>EXPENDITURES</b>									
4011-720-9900-9909		Reserve Improvement Program	148,773,091	186,925,576		11,000,000	175,925,576	0	175,925,576
4011-721-W001-6541		Water Transmission Plant	6,796,402	6,796,402	11,000,000		17,796,402	437,832	17,358,570
	<b>Total Expenditures</b>				<b>11,000,000</b>	<b>11,000,000</b>			

**SIGNATURES**  **DATES** 6/2/2026

\_\_\_\_\_  
Initiating Department/Division

\_\_\_\_\_  
Administration/Budget Department Approval

\_\_\_\_\_  
OFMB Department - Posted

**BY BOARD OF COUNTY COMMISSIONERS**

At Meeting of: 9-Jun-26

**Deputy Clerk to the  
Board of County Commissioners**