

# Progressive Design-Build Agreement for Water and Wastewater Projects

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



**Document No. 545**

Second Edition, 2024

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





## Design-Build Institute of America - Contract Documents

### LICENSE AGREEMENT

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

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

## INSTRUCTIONS

For DBIA Document No. 545, Progressive Design-Build Agreement for Water and Wastewater Projects (2024 Edition)

### Checklist

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

- \_\_\_\_\_ Page 1 Owner's name, address and form of business
- \_\_\_\_\_ Page 1 Design-Builder's name, address and form of business
- \_\_\_\_\_ Page 1 Project name and address
- \_\_\_\_\_ Section 2.1.7 Identify other exhibits to the Agreement
- \_\_\_\_\_ Section 4.3.2 Complete blanks for additional sum for use of Work Product
- \_\_\_\_\_ Section 5.2.1 Complete blanks for calendar days and note the optional language that is provided
- \_\_\_\_\_ Section 5.2.2 Insert any interim milestones (optional)
- \_\_\_\_\_ Section 5.4 Complete blanks for liquidated damages and note the optional provisions that are provided
- \_\_\_\_\_ Section 5.5 If the parties select the option provided they must insert an amount
- \_\_\_\_\_ Section 5.6 Complete blanks for early completion bonus and note the optional provision that is provided
- \_\_\_\_\_ Section 5.7.1 Complete for calendar days for Owner review
- \_\_\_\_\_ Section 5.7.2 Complete blank for calendar days for Owner review and response
- \_\_\_\_\_ Section 6.1.1 Complete blank for Phase 1 Services price
- \_\_\_\_\_ Section 6.1.3 Insert basis for pricing specific Work (optional)
- \_\_\_\_\_ Section 6.2 Complete blank for Lump Sum pricing (optional)
- \_\_\_\_\_ Section 6.3.1 Choose markups for changes
- \_\_\_\_\_ Section 6.4.1 Choose basis for Fee and complete blanks and note optional provision that is provided
- \_\_\_\_\_ Section 6.4.2.1 Insert financial arrangements for adjustments and note optional provisions
- \_\_\_\_\_ Section 6.5.1.3 Complete blanks for markup; insert or attach personnel names, etc.
- \_\_\_\_\_ Section 6.5.1.4 Note optional language that is provided
- \_\_\_\_\_ Section 6.5.1.23 Note the optional provision that is provided
- \_\_\_\_\_ Section 6.6.1 Complete blanks for guaranteed maximum price and note the optional provision that is provided
- \_\_\_\_\_ Section 6.6.2 Complete blanks for contingency amount
- \_\_\_\_\_ Section 6.6.3 Complete blanks for savings and note optional provision that is provided
- \_\_\_\_\_ Section 6.7.4 Note the optional provision that is provided
- \_\_\_\_\_ Section 7.2.1 Complete blanks for day of month
- \_\_\_\_\_ Section 7.3.1 Complete blanks for retention percentage and note optional provision
- \_\_\_\_\_ Section 7.3.2 Note optional provision

**Checklist (Continued)**

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

_____	Section 7.5	Complete blanks for interest rate
_____	Section 8.1	Choose overhead/profit method for termination for convenience
_____	Section 8.2.1	Complete blanks for percentages
_____	Section 8.2.2	Complete blanks for percentages
_____	Section 9.1.1	Insert Owner's Senior Representative's name, etc. (optional)
_____	Section 9.1.2	Insert Owner's Representative's name, etc. (optional)
_____	Section 9.2.1	Insert Design-Builder's Senior Representative's name, etc. (optional)
_____	Section 9.2.2	Insert Design-Builder's Representative's name, etc. (optional)
_____	Section 10.1	Attach Insurance Exhibit
_____	Section 10.2	Insert amount and conditions of bonds or other security and note the options that are provided
_____	Section 11	Insert any other provisions (optional) or exhibits or documents incorporated or referenced in the Agreement
_____	Section 12	Complete blank for rate
_____	Last Page	Owner's and Design-Builder's execution of the Agreement
_____	Exhibit A	Detail Owner's Project Criteria as referenced at Section 1.1.1
_____	Exhibit B	Detail Phase 1 Scope of Work as referenced in Section 1.2.1

### General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America ("DBIA") has regularly evaluated the needs of owners, design-builders and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Documents on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	<p>Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.</p> <p>Any modifications to these Documents should be initiated by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms – familiarity with the terms.</p>
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

### Specific Instructions

Section	Title	Instruction
General	Purpose of This Agreement	<p>DBIA Document No. 545 ("Agreement") should be used for progressive design-build water and wastewater projects. Progressive Design-Build allows an Owner to complete a Design-Build project in two phases. In Phase 1 Owner completes preliminary design, sets the construction plan and establishes the Phase 2 costs to complete final design and the planned construction. This Agreement allows for Owner to pay Design-Builder for design services and construction work in Phase 2 using Cost of the Work plus a Fee, with or without a Guaranteed Maximum Price ("GMP"), or Lump Sum.</p> <p>If there is uncertainty about Owner's final design Project Criteria after Phase 1, or the final design Project Criteria remain to be developed by Owner and Design-Builder together during Phase 2, a cost-plus/GMP contracting approach is desirable.</p> <p>If there is certainty as to Owner's Project Criteria and project design after Phase 1, a lump sum fixed price for the completion of all design and construction services in Phase 2 may be suitable, especially when Owner procures Design-Builder's services by competitive means.</p>
General	Purpose of These Instructions	These Instructions are not part of this Agreement but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement.
General	Related Documents	This Agreement shall be used in conjunction with the General Conditions of Contract. Other related Contract Documents are listed in Article 2 of this Agreement.
General	Date	On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5.
General	Parties: Owner and Design-Builder	On Page 1 enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company or other.
1.3	Contract Price Amendment and Proposal	<p>When a GMP or Lump Sum is established after execution of this Agreement for Phase 2 work, the Proposal must be attached to the Contract Price Amendment pursuant to Section 1.3.2. Both the Contract Price Amendment and Proposal will include those Basis of Design Documents Design-Builder uses as the basis for its Contract Price.</p> <p>This Agreement provides the parties flexibility in establishing the Phase 2 Contract Price. Parties can establish a GMP or Lump Sum for Phase 2 after entering into this Agreement, or elect to proceed on the basis of costs plus a fee, without a GMP or Lump Sum.</p> <p>If a GMP or Lump Sum method is elected, the GMP or Lump Sum should not be established until the Basis of Design Documents are sufficiently defined during Phase 1 to make the GMP or Lump Sum realistic and meaningful. Setting it too early does not permit reasonable opportunity for scope definition and evaluation of Project risk. On the other hand, setting it too late may not achieve Owner's objective of having an early price guarantee to enable it to make decisions relative to the Project.</p>
1.3	Proposal After Execution of This Agreement	<p>At the completion of Phase 1 Services, Design-Builder shall submit its Proposal, which shall include the items listed in Sections 1.3.1.1 to 1.3.1.12. If the parties agree to additions or deletions from this list, modify Section 1.3 appropriately.</p> <p>The Agreement provides the parties with flexibility as to when the Proposal will be submitted after execution of the Agreement. Prior to execution of the Agreement the parties should discuss when Owner desires Design-Builder to submit its Proposal.</p>

Section	Title	Instruction
1.3.1.4	Schedule	Given that expedited delivery is one of the primary factors driving many owners to select the design-build method, DBIA strongly believes that the parties should discuss and understand what each party must do to support the Project schedule. The entire Work, both design and construction, should be scheduled. The schedule should indicate the dates for the start and completion of the various stages of the Work, including the date when Owner information and approvals are required, and any Owner-created constraints. The Agreement also provides flexibility to establish the Scheduled Substantial Completion Date prior to submission of the Proposal.
1.3.2.2	Acceptance of Proposal	If Owner accepts the Proposal, the parties should amend this Agreement to add the final Proposal as a Contract Document pursuant to Section 2.1.2.
1.3.2.3	Failure to Accept the Proposal	<p>This Agreement provides three options for Owner in the event it fails to accept the Proposal and two choices for Design-Builder if Owner fails to exercise any of the three options. These options are specifically designed to prevent one party from receiving a windfall in the event the parties cannot agree on the GMP or Lump Sum and the Agreement is terminated. This Agreement also states when the Agreement terminates or the Agreement is deemed completed if Owner fails to exercise one of the options.</p> <p>The parties should take note that if Owner exercises its option to terminate for convenience, or Design-Builder suspends performance, Design-Builder will not be entitled to payment for uncompleted Work provided by Section 8.2. However, additional payment for Owner's use of Work Product will be due Design-Builder pursuant to Section 4.3, if Owner proceeds to complete the Project using Design-Builder's Work Product.</p>
2.1.5	Construction Documents	After execution of the Agreement, and consistent with the requirements of Section 2.4 of the General Conditions of Contract, Design-Builder will prepare Construction Documents, subject to Owner's review and approval.
2.1	Order of Precedence	The Contract Documents are listed in Section 2.1 in the order of their precedence. The Contract Price Amendment and Proposal are based on the Basis of Design Documents, which are comprised of various documents. The parties should strongly consider establishing the priority of the various documents comprising the Contract Price Amendment or Proposal to avoid disputes should discrepancies arise among the documents. Moreover, Section 2.1.7 recognizes that there may be other exhibits attached to this Agreement. If this is the case, the parties should discuss whether these exhibits should be part of the Basis of Design Documents. If these exhibits are not made part of the Basis of Design Documents, these exhibits will not take priority over the Basis of Design Documents in the event of a conflict.
3.3	Definitions	Terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract.
3.4	Design Specifications	Owner is cautioned that consistent with legal precedent, if it includes design specifications in its Project Criteria Design-Builder is entitled to rely on the information provided and to the extent said information is not accurate, Design-Builder is entitled to an adjustment in the Contract Price and/or Contract Time. Accordingly, Owner should consider using performance specifications to avoid such potential liability.
4.1	Work Product	This Agreement provides that Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product according to the terms and circumstances described in Sections 4.2, 4.3, 4.4 and 4.5.

Section	Title	Instruction
4.2	Owner's Limited License Upon Payment in Full	Design-Builder shall grant Owner, at Owner's sole risk, a limited license to use the Work Product at the completion of the Work in connection with Owner's occupation of the Project. This Section also provides the parties with the option of transferring ownership of some or all of the Work Product to Owner upon payment in full for all Work performed. Generally, where Owner desires ownership of Work Product, it is sufficient to transfer ownership of unique architectural and design elements.
4.3	Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate	Owner should not use the Termination for Convenience Clause to obtain Design-Builder's valuable design concepts, and then seek lower bids from other design-builders. Therefore, where Owner terminates this Agreement for its convenience, and then decides to complete the Project with its own or third party forces, Design-Builder shall grant Owner the rights set forth in Section 4.3, provided Owner pays Design-Builder all amounts due Design-Builder as required by the Contract Documents, including paying Design-Builder an additional sum per Section 4.3.2 for the use of the Work Product. In the event Design-Builder elects to terminate this Agreement for cause, for reasons set forth in Section 11.4 of the General Conditions of Contract, these same conditions apply to Owner's use of the Work Product.
4.3.2	Additional Compensation	To minimize disputes, the parties should negotiate prior to the execution of the Agreement the amount Owner shall pay Design-Builder for the use of Design-Builder's Work Product in the event Owner terminates this Agreement for its convenience or Design-Builder elects to terminate this Agreement for cause. Enter this amount.
4.4	Owner's Limited License upon Design-Builder's Default	If Design-Builder is properly terminated for default, Owner is granted a limited license to use the Work Product, to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.3.
4.5	Owner's Indemnification for Use of Work Product	Owner's use or alteration of the Work Product shall be at its sole risk, and Owner must agree to defend, indemnify and hold harmless Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier.
5.1	Date of Commencement	Design-Builder's obligation to commence work is triggered by its receipt of a Notice to Proceed unless the parties mutually agree otherwise.
5.2.1	Substantial Completion of the Entire Work	Enter the calendar days of duration by which Substantial Completion has to be achieved. The parties in this Section have the option of modifying the definition of Substantial Completion set forth in the General Conditions of Contract. If this option is selected, Substantial Completion will be deemed to be achieved no later than the date a Temporary Certificate of Occupancy is issued if applicable to the Project.
5.2.2	Interim Milestones	It may be that some portions of the Work must be completed in phases or within a prescribed period of time to accommodate Owner's needs. The parties may, at their option, identify these portions of the Work to be completed prior to Substantial Completion of the entire Work. Enter the calendar days, starting from the Date of Commencement, for achieving Substantial Completion of these identified portions of the Work. If these portions of the Work are required to be substantially completed by certain milestone dates, enter those dates. As presently drafted, no remedy is provided to Owner if an interim milestone is not met. If Owner has special requirements as it relates to interim milestones, Owner may want to consider a remedy for Design-Builder's failure to meet an interim milestone, as well as providing a bonus to Design-Builder for satisfying such interim milestone.

Section	Title	Instruction
5.4	Liquidated Damages	<p>Owner should make a good faith evaluation of the amount that is reasonably necessary to compensate it for delay. Owner should not establish liquidated damages to penalize Design-Builder. Moreover, in the event a GMP or Lump Sum is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing liquidated damages until such time as the GMP or Lump Sum is established.</p> <p>Section 5.4 establishes a grace period between the Scheduled Substantial Completion Date and the assessment of liquidated damages in order to prevent disputes as to which party bears responsibility for only a few days of delay. The parties should enter the calendar days that may pass following the Scheduled Substantial Completion Date before liquidated damages will be assessed.</p> <p>The parties are also provided the option of establishing liquidated damages if Design-Builder fails to achieve Final Completion within a specified number of days after Substantial Completion. If this option is selected, the parties must negotiate the number of days, as well as the liquidated damages amount. The parties in negotiating liquidated damages should keep in mind that the amount of liquidated damages for failing to achieve Final Completion should be a considerably scaled down amount and should reflect the financial harm to Owner. In no case should the total amount of liquidated damages for the Project exceed an amount that is reasonably necessary to compensate Owner for Project delay.</p> <p>The parties also have the option here of eliminating liquidated damages altogether, in which case Owner can recover actual damages for Project delay at an amount that is capped by the parties. Owner is cautioned that it still cannot recover consequential damages under Section 10.5.1 of the General Conditions of Contract.</p> <p>Owner is advised to seek the advice of legal counsel as liquidated damages for failing to timely attain Final Completion should constitute a reasonable estimate of the damages Owner will incur if Final Completion is not met within the specified number of days after Substantial Completion. It is foreseeable that such damages would be significantly less than any liquidated damages assessed for failing to timely attain Substantial Completion.</p>
5.5	Liquidated Damages Cap	The parties can agree to cap liquidated damages at a negotiated amount.
5.6	Early Completion Bonus	If the Project economics justify liquidated damages, then it is appropriate to couple these liquidated damages with an early completion bonus. The parties should enter the number of calendar days prior to the Scheduled Substantial Completion Date that will set the Bonus Date. Also, enter the amount of the bonus to be paid per day that will allow Owner to share with Design-Builder the economic benefits of early completion. Moreover, in the event a GMP or Lump Sum is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing an early completion bonus until such time as the GMP or Lump Sum is established. The parties also have the option in Section 5.6 of capping the early completion bonus at a negotiated amount.
Optional provision in 5.6	Compensation for Force Majeure Events	The parties are provided the opportunity of providing Design-Builder the right to receive compensation for Force Majeure Events. By selecting this option, the parties agree to modify Section 8.2.2 of the General Conditions of Contract, in which case the parties must negotiate how many cumulative days of Force Majeure delays must occur before Design-Builder is entitled to either a negotiated amount per day for delay or the direct costs it has incurred as a result of such delay.

Section	Title	Instruction
6.1	GMP or Lump Sum at Agreement Execution	<p>Enter the GMP or Lump Sum for Phase 2 Services, if appropriate. Attach as an amendment to this Agreement the Basis of Design Documents used to establish the GMP or Lump Sum. These documents comprise the Contract Price Amendment which shall become a Contract Document pursuant to Section 2.1.2 of the Agreement. Design-Builder does not guarantee any specific line item provided as part of a GMP.</p> <p>By selecting the alternate option if using a GMP, Design-Builder agrees to guarantee the line item in its GMP for general conditions costs only. Design-Builder agrees that it is responsible for paying general conditions costs in excess of this line item. Design-Builder does not guarantee any other line items in the GMP.</p>
6.1.3	Optional Pricing	<p>This Agreement allows the parties the flexibility to establish within the Contract Price a different payment basis for certain portions of the Work which may be necessary to permit Design-Builder to furnish Owner with a GMP or Lump Sum.</p>
6.4.1	Design-Builder's Fee	<p>Enter the amount of Design-Builder's Fee as a sum certain or as a percentage of the Cost of the Work. Design-Builder's Fee shall be commensurate with the services it provides and the risk it assumes in providing single point responsibility to Owner.</p>
6.4.2	Adjustments to Design-Builder's Fee	<p>For additive Change Orders, the parties must negotiate the Fee Design-Builder will receive. For deductive Change Orders, the parties have the option by checking the appropriate box of whether there will be no additional reduction or whether there will be an additional reduction based on a negotiated percentage.</p>
6.5.1.3	Wages for Design-Builder's Employees at Principal or Branch Offices	<p>DBIA endorses reimbursing salaries and associated benefits of Design-Builder's Project personnel, such as accountants, stationed at offices other than the field office, when to do so is more efficient and cost effective. Enter the percentage markup to be applied for Project-related overhead associated with such personnel. Insert, or attach as an exhibit, a list of such personnel and their job functions.</p>
6.5.1.4	Employee Benefits	<p>It may be simpler for the parties to agree on a multiplier (rather than actual costs) to compensate Design-Builder for employee benefits. Accordingly, the parties may want to insert the multiplier to be applied to the wages and salaries of its reimbursable employees.</p>
6.5.1.7	Costs for Defective/Non-Conforming Work	<p>The Cost of the Work shall include the costs to repair or correct defective or non-conforming Work (including warranty or corrective work performed after Substantial Completion) unless caused by Design-Builder's negligence. DBIA believes that Design-Builder should not be penalized for inadvertent mistakes which are inevitable when designing and constructing a Project. To do so would encourage ultra-conservatism in every task, the ultimate cost of which would be greater than a proactive approach to performing the Work, which includes ordinary mistakes or inadvertence.</p>
6.5.1.23	Warranty Escrow	<p>At this section, the parties are provided the opportunity to establish prior to Final Completion an escrow account in a negotiated amount to be used to reimburse Design-Builder for its costs incurred in performing warranty Work if a GMP is used. If funds remain in the escrow account after the expiration of the warranty period, the funds are returned to Owner subject to Design-Builder's share of any savings. Note that even if the escrow account is exhausted, if funds remain under the GMP, Owner is still obligated to reimburse Design-Builder for its warranty Work.</p>

Section	Title	Instruction
6.6.2	GMP Contingency	<p>Enter the amount of Design-Builder's Contingency if using a GMP. The Contingency is for the exclusive use of Design-Builder and covers all unanticipated costs incurred that are not the basis of a Change Order. This section sets forth by way of example only the type of costs that would be funded out of the Contingency. Other costs such as, but not limited to, any deductibles Design-Builder is obligated to pay would be subject to reimbursement. Design-Builder is also required to provide Owner with a monthly status report accounting for the Contingency, including all reasonably foreseen uses and potential uses, of the Contingency for the upcoming three months.</p> <p>While not provided for in the Contingency provision, DBIA recognizes that there may be situations where Owner will want to recapture the Contingency prior to Final Completion. For example, Owner may want to use amounts in the Contingency to fund changes to the Project. Owner's desire must be balanced against Design-Builder's need to use the Contingency to fund unanticipated costs for which it is liable. An option to consider to accommodate both interests is to establish an "Owner's Contingency" and a "Design-Builder's Contingency" in the GMP. If this option is used, any savings clause in the agreement should be drafted appropriately to address these pools of funds.</p>
6.6.3	Savings	<p>One of the benefits of a GMP approach is the possibility that with good management by Design-Builder and timely support from Owner the actual Cost of the Work and Fee may be less than the GMP. This creates a savings pool that should result in a benefit to both Design-Builder and Owner. Sharing these savings creates an incentive for Design-Builder to save costs. Some factors to consider in determining how the Savings are shared include the timing for the establishment of the GMP and the amount of Design-Builder's Fee established under Section 6.4.1.</p>
6.6.3.1	Savings Calculations	<p>This section provides that if the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted, the savings, if any, shall be shared. The Agreement offers two choices for distributing Savings. Choose a method and enter the appropriate figures.</p>
6.7.4	Allowance Value	<p>This section recognizes that the parties may agree that certain items of Work should be treated as an Allowance Item and priced based on Allowance values. The Allowance Value for which Design-Builder will be entitled to receive compensation includes direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the Allowance Item. All other costs associated with the Allowance Item, such as design fees, general conditions costs, and Fee are deemed to be included in the Contract Price. However, by checking the box, the parties agree that in the event the actual cost of the Allowance Item is greater than or less than the Allowance Value by a negotiated percentage, then Design-Builder's right to Fee and markup shall be determined pursuant to Section 6.4.</p>
6.8	Performance Incentives	<p>In addition, for the potential of Design-Builder to share in Savings as set forth in Section 6.6.3, there may be other performance incentives that will influence Project success. Such incentives may include award fees tied to Design-Builder achieving certain standards relative to client satisfaction, safety and personnel retention. The parties are encouraged to discuss the use of such incentives during negotiation of this Agreement. Any agreement on the use of incentives should be set forth in an exhibit attached to this Agreement.</p>
7.2.1	Progress Payments	Enter the day of the month when Design-Builder shall submit its Application for Payment.

Section	Title	Instruction
7.3.1	Retainage	<p>Enter the percentage Owner will retain from Progress Payments to Design-Builder until fifty percent (50%) of the Work is completed. Owner should recognize that it creates undue hardship to hold retainage on Subcontractors that have completed their work early in the Project. Owner should accordingly consider releasing retainage on Subcontractors that complete work early in the Project, providing that these Subcontractors have satisfactorily performed their portion of the Work.</p> <p>The parties are provided the option of modifying the retainage provision by checking the box. This option excludes from retainage Design-Builder's general conditions costs and amounts paid to Design-Builder's Design Consultant. The rationale for selecting this option is that Design-Builder is obligated to pay its general conditions costs in full each month and that under the design-bid-build delivery method, Owner typically does not retain sums from its Designer.</p>
7.3.2	Release of Retainage	This section requires Owner to release retainage to Design-Builder. If Design-Builder and Owner have established a warranty reserve in accordance with Section 6.5.1.23, the parties shall establish an escrow account at this time.
7.5	Interest	The parties should enter the rate at which interest will accrue on Design-Builder's payments if unpaid five (5) days after due. Late payment creates a hardship for Design-Builder, its Design Consultants, and Subcontractors.
7.6	Record Keeping	Owner is provided access to Design-Builder's accounting information as it relates to Costs of the Work. However, if the parties have agreed to multipliers or markups, the time to challenge and negotiate those percentages is at the time the parties execute the Agreement and not during the Project or after it has been completed. Accordingly, Owner can at any time audit these percentages only to confirm that such percentage has been properly charged and not to challenge the composition of such percentage.
8.1	Termination for Convenience: Overhead and Profit	The parties should choose prior to execution of the Agreement the method that will be used to determine overhead and profit paid to Design-Builder in the event Owner terminates Design-Builder for its convenience. The parties may choose to set percentage rates for overhead and profit prior to execution of the Agreement, or may choose to determine reasonable sums to be paid for overhead and profit at the time of the termination. If the parties choose to set overhead and profit rates prior to execution of the Agreement, the percentages should be entered in Section 8.1.
8.2	Termination for Convenience: Additional Payments	Although it is important for Owner to have a process for terminating this Agreement for convenience, the process must consider the interests of Design-Builder. If Owner terminates this Agreement for its own convenience, compensating Design-Builder for its costs will not be adequate because Design-Builder will have committed its resources for a small amount of revenue. Therefore, in addition to the overhead and profit paid in Section 8.1, Owner shall pay Design-Builder an additional sum, calculated as a percentage of the remaining balance of the Contract Price or, if a GMP or Lump Sum has not been established, the remaining balance of the most recent estimated Contract Price. Enter the percentages Owner shall pay Design-Builder if Owner terminates this Agreement for its own convenience prior to or after the start of construction.

Section	Title	Instruction
Article 9	Representatives of the Parties	<p>Enter the name, title, address and telephone number of Owner's Senior Representative and Owner's Representative at Sections 9.1.1 and 9.1.2, respectively.</p> <p>Enter the name, title, address and telephone number of Design-Builder's Senior Representative and Design-Builder's Representative at Sections 9.2.1 and 9.2.2, respectively.</p> <p>The parties can elect to establish these Representatives during the performance of the Project rather than at the time of execution of this Agreement. If Representatives are identified after execution of the Agreement, an appropriate amendment should be made to the Agreement at the time these individuals are designated.</p>
10.1	Insurance	Attach an Insurance Exhibit setting forth in detail the insurance coverages required for the Project. Parties are advised to familiarize themselves with the terms of Article 5 of the General Conditions of Contract, Insurance and Bonds, and to consult their insurance advisor.
10.2	Bonds	Enter the type and amount of bonds or other performance security required for the Project. Where bonding is not required by statute, Owner may want to evaluate the project risks versus the bonding costs in deciding what type of performance security to require.
11.1	Other Provisions	Insert any other provisions. For example, the parties may elect to have disputes resolved through litigation rather than arbitration, in which case the following optional language in this Section should be included.
11.2	Listing of Exhibits	Include a listing of exhibits and documents incorporated or referenced in the Agreement. This listing includes the exhibits and documents referenced in the Agreement. Additional documents or exhibits referenced in the Agreement should be listed here.
12	Limitation of Liability	This provision establishes a limit of liability of Design-Builder's liability for the Project.



## Progressive Design-Build Agreement for Water and Wastewater Projects

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

This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_\_, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

(Name and address)

City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

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**DESIGN-BUILDER:**

(Name and address)

Florida Design Drilling, LLC  
7733 Hooper Road  
West Palm Beach, FL 33411

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**PROJECT:**

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

Discovery Way Design-Build of 8 Wells & Raw Water Main – 20240141

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

## Article 1

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

#### 1.1 General Services.

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

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

#### 1.2 Phased Services.

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

**Deleted:** Phase 1

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

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

**Deleted:** Phase 1

**Deleted:** the design and construction for the Project for the Contract Price

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

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

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

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

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

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

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

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

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

1.3.1.9 If applicable, a Savings provision;

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for acceptance of the Proposal; and

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

1.3.2 Review and Adjustment to Proposal.

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

1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with subsequent phases, Design-Builder shall perform the subsequent phases, 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

**Deleted:** Phase 2

**Deleted:** Phase

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

- i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be

deemed accepted and the parties shall proceed in accordance with Section 1.3.2.2 above;

- ii Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
- iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Section 1.3.2.3 ii. above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work; (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof; or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 1.3.2.3 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.2.3 iii, or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

## **Article 2**

### **Contract Documents**

2.1 The Contract Documents are comprised of the following:

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

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

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

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Exhibit B, Scope of Services (for GMP-A, the remaining scopes will be issued as Change Order(s)); and

2.1.7 The following other documents, if any:

2.1.7.1 Exhibit C – Project Schedule

*M B*

2.1.7.2 Local Government Addendum – this shall take precedence over any other Contract Document.

*M B*

2.1.7.3 E-RFP Document.

*M B*

2.1.7.4 Design-Builder's Proposal submitted in response to the E-RFP.

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### **Article 3**

#### **Interpretation and Intent**

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

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

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

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

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

### **Article 4**

#### **Ownership of Work Product**

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

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the

involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and

4.3.2 Owner agrees to pay Design-Builder the additional sum of [to be negotiated if necessary] as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents or third parties.

**Deleted:** Dollars (\$ \_\_\_\_\_)

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law. However, the parties acknowledge that this paragraph is not intended, and shall not be construed, as a waiver of Owner's sovereign immunity or agreement to increase the recovery limits within section 768.28, Florida Statutes. Therefore, the parties agree that any indemnification requirement of the Owner is limited to the following: Owner shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. Any attempt by Design-Builder to recover more than these amounts shall void this paragraph, and Owner shall have no indemnification requirements or responsibilities, whatsoever.

## **Article 5**

### **Contract Time**

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

**Deleted:** Phase 1

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5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of GMP-A shall be achieved no later than four hundred (400) calendar days from Notice to Proceed ("Scheduled Substantial Completion Date"). Substantial Completion of future phases shall be agreed upon in a Change Order(s).

**Deleted:** the entire Work

**Deleted:** after the Date of Commencement

*[At the parties' option, the following supplemental language may be inserted at the end of Section 5.2.1.]*

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

**Deleted:**

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

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as set forth in the Schedule of Values contained in Exhibit B for GMP-A ("Scheduled Interim Milestone Dates"). The Scheduled Interim Milestone Dates for future phases will be contained in a Change Order(s).

**Deleted:** follows: (Insert any interim milestones

**Deleted:** for portions of the Work with different scheduled dates for Substantial Completion.)

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

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

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

5.4 Liquidated Damages. Owner intends that any Liquidated Damages provisions will be negotiated after GMP-A is completed.

*[The parties may want to consider the following supplemental language within Section 5.4 if they want to assess liquidated damages for failing to meet Final Completion. In this case, the first sentence in Section 5.2.3 should be deleted and the language below should be checked and completed.]*

Design-Builder understands that if Final Completion is not achieved within \_\_\_\_\_ days of Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within \_\_\_\_\_ (\_\_\_\_) days of Substantial Completion, Design-Builder shall pay to Owner \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

**Deleted:** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by (\_\_\_\_) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)

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*[In lieu of the liquidated damages specified in Section 5.4 or the alternate provided herein, the Parties may decide that the Agreement will provide for actual damages in the event of Project delay, with Owner being cautioned that there is a waiver of consequential damages under Section 10.5.1 of the General Conditions of Contract. In this case, delete Sections 5.4 and 5.5 and insert the following.]*

Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not achieved. Owner shall be able to recover damages from Design-Builder to the extent it can demonstrate that said actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein and are not waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing in no event shall Design-Builder's liability for actual damages for delays exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_\_).

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

[The Parties may also desire to cap the liquidated damages payable under this Agreement, in which case the following language should be included at the end of Section 5.5.]

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_\_).

5.6 Early Completion Bonus. Owner intends any Early Completion Bonus will be discussed after GMP-A is completed.

*[The Parties may also desire to cap the early completion bonus payable under Section 5.6, in which case the following language should be included.]*

Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is \_\_\_\_\_ Dollars (\$\_\_\_\_\_\_).

*[The Parties may also desire to modify Section 8.2.2 of the General Conditions of Contract relative to compensability of delays that would cause the Contract Time(s) to be extended. In such case, the following option can be used.]*

5.7 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.7.1 Owner shall have a minimum of ten (10) business days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within ten (10) business days of receipt by Owner.

## Article 6

### Contract Price

#### 6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of ten million, five-hundred and seventy-four thousand, sixty-seven dollars and forty-three cents Dollars (\$ 10,574,067.43) for the GMP-A Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the GMP-A Services compensation is deemed to include all sales, use, consumer and

**Deleted:** If Substantial Completion is attained on or before \_\_\_\_\_ days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.4 hereof an early completion bonus of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each day that Substantial Completion is attained earlier than the Bonus Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly.)

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**Deleted:**  In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to: ¶

**1** **[Check one box only.]** ¶

\$ \_\_\_\_ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date. ¶  
 the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event. ¶

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other taxes mandated by applicable Legal Requirements. The sum for future phases will be negotiated in a Change Order(s).

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: monthly invoices.

6.2 **Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ten percent (10 %) of the additional costs incurred for that Change Order.

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

**[Check one box only.]**

No additional reduction to account for Design-Builder's Fee or any other markup.

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An amount equal to the sum of: (a) zero percent (0 %) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit \_\_\_\_\_ hereto applied to the direct costs of the net reduction.

*[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.5 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]*

### 6.3 The Guaranteed Maximum Price.

*[In lieu of Section 6.6.1, Owner and Design-Builder may want to include the following language.]*

## 6.4 Allowance Items and Allowance Values

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

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

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

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

**Deleted:** <#>

**Deleted:** <#>(This is an optional section intended to provide the parties with flexibility to identify and price limited services.)

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

**Deleted:** \_\_\_\_\_

**Deleted:** , plus any other markups set forth at Exhibit hereto.

**Deleted:** <#>Design-Builder's Fee.¶  
Design-Builder's Fee shall be:¶  
¶

**[Choose one of the following:][1]**

\_\_\_\_\_ Dollars (\$ \_\_\_\_), as adjusted in accordance with Section 6.4.2 below.¶  
or¶ \_\_\_\_\_ percent (\_\_\_\_ %) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.¶

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

or additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of \_\_\_\_\_ percent (\_\_\_\_ %) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth at Exhibit hereto.¶

\_\_\_\_\_ hereto. ||  
For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:||

**[Check one box only.]**

No additional reduction to account for Design-Builder's Fee or any other markup.¶

1  
or 1

... [1]

**Deleted:** #>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 say [21]

**Deleted:**  Design-Builder guarantees that it shall not exceed the GMP of \_\_\_\_\_ Dollars (\$\_\_\_\_). Documents used as basis for the GMP shall be identified as the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project manager.

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

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

*(The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.)*

## Article 7

### Procedure for Payment

#### 7.1 Contract Price Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the twenty-fifth (25) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within the time required by law, including Florida's Prompt Payment Act, after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

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

#### 7.2 Retainage on Progress Payments.

**[Design-Builder and Owner may want to consider substituting the following retainage provision.]**

Owner will retain five percent (5 %) of the cost of Work, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment through Substantial Completion. For clarity, such retainage will not be withheld during the design phase of GMP-A, but will be withheld during construction and subsequent GMPs.

7.2.1 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**Deleted:** *[Alternatively, the parties may want to delete Section 6.7.4 and add the following provision.]*

In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item is        percent (       %) greater than or less than the Allowance Value, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be determined in accordance with Section 6.4.¶

**Deleted:** *<#>Performance Incentives.¶*

Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit       .¶

**Deleted:** *<#>Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: (Insert terms.)¶*

**Deleted:** ten (10) days

**Deleted:** *<#>Owner will retain        percent (       %) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project. ¶*

**Deleted:**

**Deleted:** *provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.*

*M B*  
7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) as provided by law, including Florida's Prompt Payment Act, after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

*M B*  
7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at the rate of one percent (1 %) per month until paid.

*M B*  
7.5 Record Keeping and Finance Controls. Agreement shall be subject to the Audit provision in the Local Government Addendum.

## **Article 8**

### **Termination for Convenience**

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

#### **[Choose one of the following:]**

The fair and reasonable sums for overhead and profit on the sum of items set forth in Section 11.6.1 of the General Conditions of Contract.

*M B*  
[The following Article 9 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]

## **Article 9**

### **Representatives of the Parties**

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: Jesus Merejo, City Manager, or his designee, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984; (772) 871-7309.

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: Colleen Jacobsen, Project Manager, 1001 SE Prineville St., Port St. Lucie, FL 34983; (772) 871-7309.

**Deleted:** [For public projects, Design-Builder and Owner may want to consider substituting the following retainage provision.]

Owner will retain \_\_\_\_ percent (\_\_\_\_ %) from Design-Builder's Applications for Payment pursuant to applicable state law.]

**[Design-Builder and Owner may want to consider substituting the following retainage provision.]**  
Because Owner has obtained a performance bond and payment bond pursuant to Article 9 below, Owner will not retain retainage from Design-Builder on this Project.]

**[If Owner and Design-Builder have established a warranty reserve pursuant to Section 6.5.1.23 above, the following provision should be included.]**

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

**Deleted:** within ten (10) days

**Deleted:** five

**Deleted:** 5

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

**Deleted:** or

Overhead and profit in the amount of \_\_\_\_ percent (\_\_\_\_ %) on the sum of items set forth in Section 11.6.1 of the General Conditions of Contract. In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions of Contract, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:]

If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid \_\_\_\_ percent (\_\_\_\_ %) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most rec... [4]

**Deleted:** (Identify individual's name, title, address and telephone numbers.)

**Deleted:** (Identify individual's name, title, address and telephone numbers.)

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: Michael Black, Senior Vice President, 7733 Hooper Road, West Palm Beach, FL 33411; (561)371-9241; mike@fldrilling.com.

**Deleted:** (Identify individual's name, title, address and telephone numbers.)

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: Curtis Robinson, PE, Vice President, 607 SW St. Lucie Crescent, Suite 103, Stuart, FL 34994; (772) 919-4905; curtis.robinson@holtzconsulting.com.

**Deleted:** (Identify individual's name, title, address and telephone numbers.)

## Article 10

### **Bonds and Insurance**

10.1 Insurance. Design-Builder shall procure the insurance coverages set forth in the Local Government Addendum.

**Deleted:** and Owner

**Deleted:** Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract...

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

Performance Bond.

*[Check one box only. If no box is checked, then no bond is required.]*

Required  Not Required

Payment Bond.

*[Check one box only. If no box is checked, then no bond is required.]*

Required  Not Required

The Design-Builder shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Agreement price. If there is a change order, amendment, or any other agreement that adds value to the Agreement price, Design-Builder shall obtain a bond rider to ensure that the bond never falls below 100% of the Agreement price. All bond riders shall comply with the same requirements as contained herein for original bonds. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the Owner. Should the Surety become irresponsible during the time the Agreement is in force, the Owner may require additional and sufficient sureties and the Design-Builder shall furnish same to the satisfaction of the Owner within ten (10) days after written notice to do so. In default thereof, the Agreement may be suspended as herein provided.

Other Performance Security.

*[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]*

*M B* |  Required  Not Required

## Article 11

### Other Provisions

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

11.2 Listing of Exhibits and documents incorporated herein:

*M B* | Local Government Addendum

Exhibit A – Owner's Project Criteria/RFP Documents

Exhibit B – Scope of Services (GMP-A)

Exhibit C – Project Schedule

Exhibit D – Design-Builder's Proposal

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

Subsequent Change Order(s), if any.

**Deleted:** Contract Price Amendment

*M B* | ***[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative disputes proceeding clause.]***

Any claims, disputes or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

**Deleted:**

**Deleted:** *[Section 2.9.1 of the General Conditions of Contract contains an option for the parties to establish a limited time frame for Design-Builder's warranty. If the parties agree to such a limited time frame, the parties may insert it below.]*

The parties have agreed to limit the time frame that Owner can make a claim pursuant to Section 2.9.1 of the General Conditions of Contract. Owner must make all claims pursuant to Section 2.9.1 of the General Conditions of Contract within \_\_\_\_\_ years of the date of Final Completion of the Project.¶

#### **Limitation of Liability¶**

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

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

**OWNER:**

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: \_\_\_\_\_

**DESIGN-BUILDER:**

**Florida Design Drilling LLC**

(Name of Design-Builder)



(Signature)

**Michael Black**

(Printed Name)

**Senior Vice President**

(Title)

Date: August 19, 2025

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## **LOCAL GOVERNMENT ADDENDUM**

The Design-Builder acknowledges that the Owner is a local government entity, and thus, subject to certain rules, regulations, and requirements. The parties agree that this Local Government Addendum is part of the Agreement. The parties further agree that if there is a conflict between this Local Government Addendum and any other document contained as part of the Agreement, including any attachment or Exhibit, that this Local Government Addendum controls.

### **SECTION I** **INSURANCE**

The Design-Builder shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as the Owner's review or acceptance of insurance maintained by the Design-Builder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Design-Builder under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of the Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the Owner shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in the Agreement.

1. **Workers' Compensation Insurance & Employer's Liability:** The Design-Builder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Design-Builder qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. **Commercial General Liability Insurance:** The Design-Builder shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. **Additional Insured:** An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under

the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by the Owner or completion of the Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the Owner. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability, Business Automobile, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240141 – Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the Owner prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the Owner is amended during the term of the Agreement to exceed the above limits, the Design-Builder shall be required, upon thirty (30) days written notice by the Owner, to provide coverage at least equal to the amended statutory limit of liability of the Owner. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. **Business Automobile Liability Insurance:** The Design-Builder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Design-Builder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Design-Builder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
5. **Pollution Liability Insurance:** The Design-Builder shall procure and agree to maintain in full force during the term of the Agreement, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. The Design-Builder's Pollution should be in force for no less than the entire term of the project and two (2) years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the Owner. Coverage shall apply on a primary and non-contributory basis.
6. **Professional Liability Insurance:** The Design-Builder shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Owner reserves the right, but is not obligated, to review and request a copy of the Design-Builder's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Design-Builder warrants that the retroactive date equals or precedes the effective date of the Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase

a Supplemental Extended Reporting Period (SERP) during the life of the Agreement, the Design-Builder shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

7. **Builder's Risk Insurance:** The Design-Builder shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). The Design-Builder's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials, and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations, and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire; lightning; windstorm/and hail; theft (including theft of materials, whether or not attached to any structure); vandalism and malicious mischief; flood; earthquake; collapse; and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the Owner.

The "ALL RISK" Builder's Risk Insurance must also cover: soft costs, including additional advertising/promotional; additional license and permit fees; additional legal/accounting fees; insurance premiums, including builder's risk; and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, the Design-Builder, Subcontractors, Architect/Engineer, and Consultants for their interest in covered property. The Owner's policy will not provide coverage related to this project.

The Design-Builder has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, and self-insurance for coverages not required. The Design-Builder is responsible for all deductibles, including those for windstorms.

8. **Waiver of Subrogation:** By entering into the Agreement, the Design-Builder agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Design-Builder enter into such a contract on a pre-loss basis.
9. **Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Design-Builder for any and all claims under the Agreement. Where an SIR or deductible exceeds \$5,000, the Owner reserves the right, but is not obligated, to review and request a copy of the Design-Builder's most recent annual report or audited financial statement.

It shall be the responsibility of the Design-Builder to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by the Owner or completion of the Agreement. It shall be the responsibility of the Design-Builder to obtain Certificates of Insurance from all contractors and subcontractors listing the Owner as an Additional Insured, without the language, "when required by written contract." If the Design-Builder, any independent contractor, and/or any subcontractor maintains higher limits than the minimums listed above, the

Owner requires and shall be entitled to coverage for the higher limits maintained by the Design-Builder/independent contractor/subcontractor.

The Design-Builder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the Owner shall be endorsed as an "Additional Insured."

The Owner, by and through its Risk Management Department, reserves the right, but is not obligated to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of the Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Design-Builder to execute the Agreement and/or punctually deliver the required insurance and other documentation may be cause for annulment of the award.

## **SECTION II** **SOVEREIGN IMMUNITY**

Nothing contained in the Agreement, including any attachments or Exhibits, shall be deemed or otherwise interpreted as waiving the Owner's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

## **SECTION III** **PUBLIC RECORDS**

Design-Builder and any subcontractors shall comply with section 119.0701, Florida Statutes. The Design-Builder and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Design-Builder in conjunction with the Agreement, unless the records are exempt from Article I, § 24(a), Florida Constitution and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

### **RECORDS**

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Design-Builder shall comply with Florida's Public Records Law. THE DESIGN-BUILDER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, Florida Statutes, the Design-Builder agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the Owner in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.](#)
2. During the term of the Contract, the Design-Builder shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to the Agreement. The form of all records and reports shall be subject to the approval of the Owner.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the Owner. The Design-Builder's records under the Agreement include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during the Agreement.
4. The Design-Builder agrees to make available to the Owner, during normal business hours all books of account, reports, and records relating to the Agreement.
5. A Design-Builder who fails to provide the public records to the Owner within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the Owner's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Design-Builder does not transfer the records to the Owner.

Upon completion of the Agreement, transfer, at no cost to the Owner, all public records in possession of the Design-Builder, or keep and maintain public records required by the Owner to perform the service. If the Design-Builder transfers all public records to the Owner upon completion of the Agreement, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the Agreement, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records in a format that is compatible with the information technology systems of the Owner.

**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 THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871-5157  
[prr@cityofpsl.com](mailto:prr@cityofpsl.com)**

**SECTION IV  
CONTRACTUAL RELATIONSHIP**

Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected

to be derived from the mutually agreed upon Agreement. Neither the Design-Builder nor any of the Design-Builder's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the Owner. The Design-Builder shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, including, but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.

#### SECTION V LAW, VENUE, AND WAIVER OF JURY TRIAL

The Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the Agreement, arising out of the Agreement, or related to the Agreement, shall be in St. Lucie County, Florida.

The parties to the Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney. Additionally, the parties do not elect binding arbitration under the Agreement. Any provisions in the Agreement relating to, mentioning, or involving binding arbitration are null and void.

#### SECTION VI CONFLICT OF INTEREST

The Owner acknowledges that the Design-Builder may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the Owner and/or other clients, the Design-Builder shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Design-Builder shall disclose all of its Treasure Coast clients and related Scope of Work.

#### SECTION VII POLICY OF NON-DISCRIMINATION

The Design-Builder shall not discriminate against any person in its operations, activities, or delivery of services under the Agreement. The Design-Builder shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

#### SECTION VIII CODE OF ETHICS

Design-Builder warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

#### SECTION IX SCRUTINIZED COMPANIES

By entering into this Contract with the Owner, the Design-Builder certifies that it and those related entities of the Design-Builder as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to

section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The Owner may terminate the Agreement if the Design-Builder or any of those related entities of the Design-Builder as defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the Owner reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the Owner determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

## **SECTION X** **E-VERIFY**

The Design-Builder agrees to comply with section 448.095, Florida Statutes, including:

1. The Design-Builder must register with and use the E-Verify system to verify the work authorization status of all new employees of the Design-Builder. The Design-Builder must provide Owner with sufficient proof of compliance with this provision before beginning work under the Agreement.
2. If the Design-Builder enters into a contract with a subcontractor, the Design-Builder must require each and every subcontractor to provide the Design-Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Design-Builder shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
3. The Owner shall terminate the Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. The Design-Builder shall immediately terminate any contract with any subcontractor if the Design-Builder has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the Owner has, or develops, a good faith belief that any subcontractor of the Design-Builder knowingly violated section 448.09(1), Florida Statutes or any provision of section 448.095, Florida Statutes, the Owner shall promptly notify the Design-Builder and order the Design-Builder to immediately terminate the contract with the subcontractor.
5. The Owner shall terminate the Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the Owner terminates the Agreement under this section, the Design-Builder may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. The Design-Builder is liable for any additional costs incurred by the Owner as a result of the termination of a contract.
6. The Owner, the Design-Builder, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action shall be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

## **SECTION XI** **AUDITS**

The Design-Builder shall establish and maintain a reasonable accounting system that enables the Owner to readily identify the Design-Builder's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever

is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Design-Builder shall permit the Owner's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to the Agreement kept by or under the control of the Design-Builder, including, but not limited to, those kept by the Design-Builder, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the Owner during normal business hours at the Design-Builder's office or place of business. The Design-Builder shall not impose a charge for audit or examination of the Design-Builder's books and records. If an audit discloses incorrect billings or improprieties, the Owner reserves the right to charge the Design-Builder for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Design-Builder's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the Owner's findings to the Design-Builder. Evidence of criminal conduct will be turned over to the proper authorities.

The Design-Builder shall also ensure the Owner has these rights with Design-Builder's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Design-Builder and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Design-Builder's obligations to the Owner.

## **SECTION XII** **UNITED STATES-PRODUCED IRON AND STEEL PRODUCTS**

Unless otherwise prohibited, Design-Builder shall comply with section 255.0993, Florida Statutes, that "any iron or steel product permanently incorporated in the project be produced in the United States," unless one of the exceptions under the statute applies.

## **SECTION XIII** **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

Design-Builder certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

## **SECTION XIV** **COOPERATION WITH INSPECTOR GENERAL**

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Design-Builder understands and will comply with this statute.

**SECTION XV**  
**COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In accordance with section 787.06(13), Florida Statutes, Design-Builder attests that it does not use coercion for labor or services as defined in section 787.06.

**SECTION XXXVIII**  
**POTENTIAL FUNDING SOURCES AND REQUIREMENTS**

Design-Builder acknowledges that Owner may elect to compensate Design-Builder under the Agreement through state or federal grant funding. Although there is no current funding source, such funding could be obtained. Design-Builder agrees that, upon being made aware that a project is to be funded through grant funding, Design-Builder shall perform all tasks related to the Agreement in accordance with the applicable grant agreements, laws, rules, regulations, or guidance, which may include, but not be limited to, 2 C.F.R. part 200, including the Build America, Buy America Act, the Davis-Bacon Act, and federal prevailing wage standards; FHWA 1273; as well as others. In addition, the Owner may unilaterally amend terms of the Agreement by notice to Design-Builder to comply with the requirements of law or any grant agreement that the Owner determines it may wish to utilize to compensate Design-Builder. Design-Builder's agreement to comply with these requirements is a material part of the Agreement, and Design-Builder's failure to so comply shall be a breach of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Local Government Addendum and acknowledge it is part of the Agreement.

CITY OF PORT ST. LUCIE, FLORIDA

DESIGN-BUILDER

By: \_\_\_\_\_

Purchasing Agent

By: *Michael Black* \_\_\_\_\_

Authorized Representative

Michael Black  
Senior Vice President  
Florida Design Drilling LLC

# EXHIBIT A



## City of Port St. Lucie

### Electronic Request for Proposals ("E-RFP")

**Event Name: Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way  
Solicitation Process in Accordance with Section 287.055, Florida Statutes – Consultants' Competitive  
Negotiation Act (CCNA)  
E-RFP (Event) Number: 20240141**

#### 1. Introduction Public Procurement

##### 1.1. Purpose of Procurement

Pursuant to the Port St. Lucie [City Code of Ordinance, Section 35.07](#), and section 287.055, Florida Statutes (Consultants' Competitive Negotiations Act), the City of Port St. Lucie, a Florida Municipal corporation ("City") is requesting Proposals from qualified firms to Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way. A descriptive overview of the City can be found at [About PSL | City of Port St. Lucie, FL \(cityofpsl.com\)](#). Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

##### 1.2. Restrictions on Communicating with Staff

From the issue date of this E-RFP until a City generated Purchase Order is submitted to the contracted Proposer (or the E-RFP is officially cancelled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this E-RFP, or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including, but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision. Further information of this topic can be found on the Cone of Silence and e-RFP Communication Document.

##### 1.3. E-RFP Scope of Services

###### Background

Over the past several decades, Port St. Lucie has experienced explosive growth and is now Florida's seventh largest city. Port St. Lucie is currently ranked as the 10th fastest-growing large city in the country. This sharp change in population creates an increase in water supply demand. The City's master plan forecasts that current water treatment capacity will be insufficient by 2029. The SFWMD Upper East Coast Water Supply Plan update also lists Port St. Lucie as the only public supply system in the UEC Planning Area that cannot adequately meet its projected demands with its current facilities through 2045. Port St. Lucie is planning the new Rangeline Water Treatment Facility (WTF) to meet this upcoming need and will eventually add 10 MGD capacity to the City's system through this facility.

The City also owns and operates the James E. Anderson (JEA) WTF. Both the JEA and Rangeline facilities treat/will treat brackish groundwater with reverse osmosis membranes to provide potable water to the City's customers. The proposed three (3) wells for the JEA WTF will allow for increased operational and

maintenance flexibility as it will allow other, existing wells to be taken out of service in the JEA wellfield. The proposed five (5) wells for the Rangeline WTF will also provide raw water to the upcoming Rangeline WTF.

The eight (8) well sites are located on City-owned land; the sketch and legal description for these well sites can be found in **Exhibit "A"** and are attached to this Scope. The wells are also included in the City's existing consumptive use permit, and only a water permit from Florida Department of Environmental Protection (FDEP) needs to be obtained in order to construct the wells.

The City, acting as the design criteria professional, has prepared the design criteria package for use by the design-build firm. The scope of work for this project includes design, construction services, integration, test, checkout, and startup of proposed Floridan aquifer wells. The raw water quality must meet the water quality standards for treatment by both the JEA and Rangeline Reverse Osmosis Water Treatment Facilities. Detailed discussion of the scope of work and performance requirements is presented herein.

The scope also includes preliminary design, final detailed design, permitting, construction, testing, and construction phase services for the raw water main on Discovery Way. The proposed raw water main construction from the future Rangeline WTF to the proposed future Floridan wells includes approximately 2,875 LF of 12", 8,851 LF of 16", and 5,335 LF of 24" main. Final sizing, path and lengths to be determined by the design-build firm.

The design-build firm shall present the City with three (3) bid options for the construction contractor of the raw water main. All Bid Proposals shall be submitted on an individual basis. Bid Proposals will be evaluated based upon review of the following:

- A. Cost – The evaluation of this criterion will be based on the Bidder's total base bid, bid alternates, unit prices.
- B. Value Engineering – This criterion measures the ability of the Bidder to identify potential areas of cost savings or improvements of the final project.
- C. Bidder's ability to meet all other criteria outlined herein.

This project will use the design-build delivery method divided into two phases, briefly summarized as follows:

**Phase I** (Design/Preconstruction Services) includes design of all eight (8) below-grade portions of the wells and a temporary access roads. Once 60% of the design is achieved, the firm shall provide the cost of the services for Phase II (detailed below). Negotiation for one (1) additional well to be included for a total of nine (9) wells.

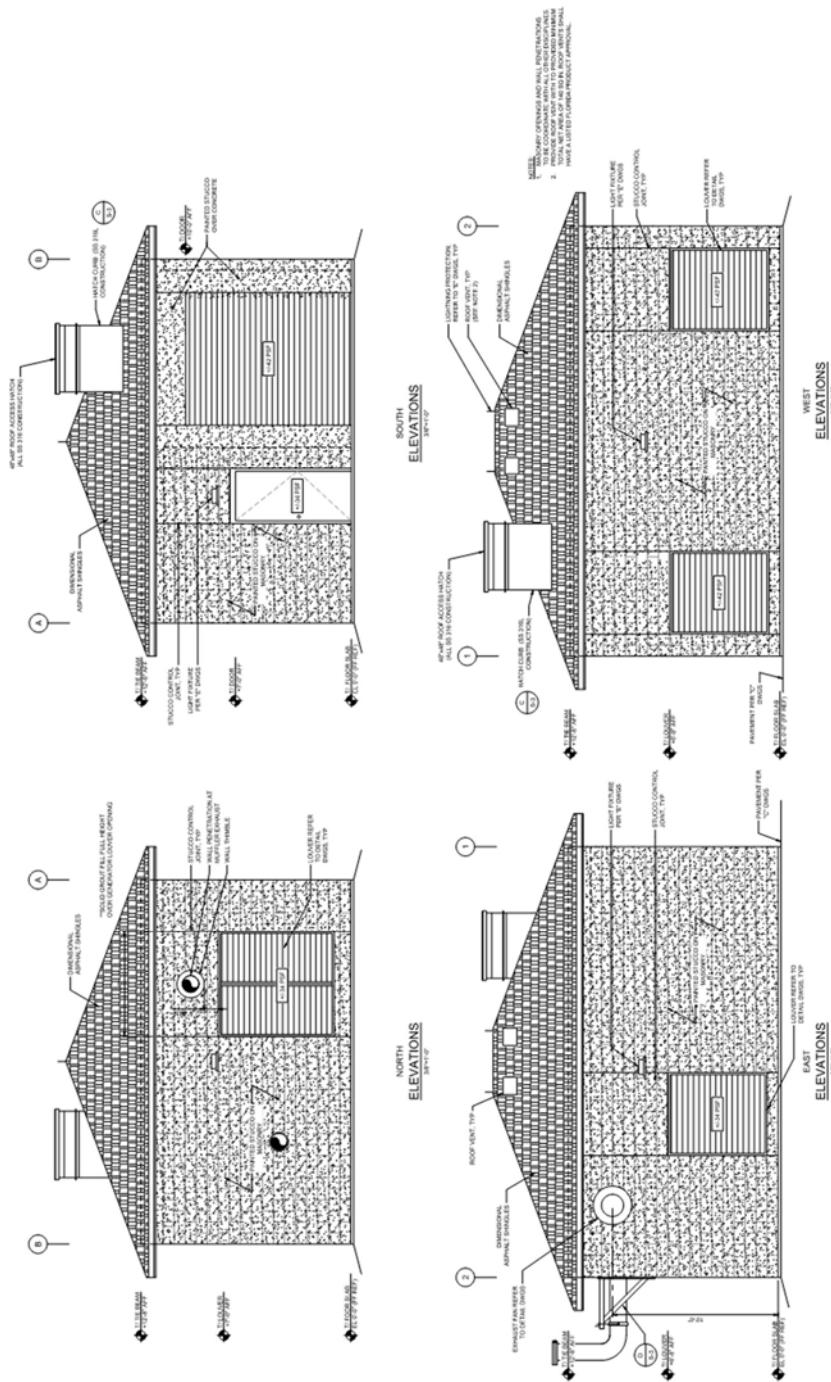
The design-build firm shall perform the services necessary to develop the Design documents based on the below general needs and shall perform the level of services necessary to generate a Guaranteed Maximum Price (GMP). Deliverables for this phase include, but are not limited to, plans, specifications, permit drawings, permit applications, GMP Proposal, and Construction Schedule of Values. Prior to commencing Phase II, the GMP proposal will be subject to review and acceptance by the City. Work will be performed at eight (8) separate sites. The project will include survey, geotechnical evaluation, design and preparation of specifications and drawings for the completion of the project, which includes, but shall not be limited to, permitting with the South Florida Water Management District and St. Lucie County Health Department, grant assistance, and providing professional engineering and hydrogeological services during construction.

**Phase II** (Final Design and Construction Services) includes the design and construction of the pump, wellhead, raw water main, CBS building that will house the wellhead (see **Exhibit "B"** below for example, final design to be determined), electrical and control equipment, and standby generator. Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

Phase II Construction is projected to be completed in the following Phases:

1. FY 2024-2025: Two (2) Wells – One (1) JEA & One (1) Rangeline
2. FY 2025-2026: Two (2) Wells – One (1) JEA & One (1) Rangeline
3. FY 2026-2027: Two (2) Wells – One (1) JEA & One (1) Rangeline, Raw Watermain
4. FY 2027-2028: Two (2) Wells – Two (2) Rangeline
5. FY 2028-2029: One (1) Well – One (1) Rangeline (Negotiable)

## **Exhibit “B”**



## **Phase I**

### **1. Design**

The firm shall, based on the City's design criteria package, design the proposed well location, site plan, and hazard setbacks. A preliminary well profile developed in the hydrogeological design task above will be included. The firm shall design the proposed raw water main in accordance with all federal, state, and local requirements. A preliminary construction schedule and cost opinion will be developed. The results of the preliminary design will be summarized in a brief technical memorandum (TM) with figures. A kick-off meeting with a site visit and meeting to review the preliminary design will be held and meeting minutes will be prepared. The firm shall prepare a draft TM with figures and a final TM addressing the City's comments on the draft TM.

### **2. Floridan Well**

The firm will design, apply for permits for the well, clear and grub the site, and construct a temporary access road.

#### **A. Surveying Services**

Firm will contract with a surveyor to perform survey work and prepare a base drawing for the proposed well sites, which will include the following:

1. The horizontal control shall be based on the NAD 83 (with 2011 adjustment), Florida East State Plane Coordinate System, and the vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88). Two horizontal and vertical control points shall be established.
2. A topographic survey will be completed in an area approximately 250 feet by 250 feet around the location of the proposed well. This area will be adjacent to the roadway right-of-way. The survey will depict spot elevations on a 50-foot grid and will also include all grade breaks and major changes in elevation.
3. Any above-grade improvements located in the 250-foot by 250-foot area will be captured. Trees and vegetation will not be included in the survey as the entire area is proposed to be cleared and grubbed.
4. The area from the edge of the right-of-way to the centerline of the proposed road will have elevations taken on a 25-foot grid. All above-grade improvements including pavement, marked utilities, mailboxes, overhead utilities, and trees will be included on the survey.
5. Firm will coordinate with the City to mark the approximate locations of existing below-grade utilities for inclusion on the site survey. Once the existing utilities are located, survey will be notified to commence work immediately.

\*Land and easement acquisition shall be the responsibility of the City.

#### **B. Hydrogeological Design Services**

Firm shall provide hydrogeological design services. Each Floridan aquifer well will be a 24-inch diameter well with an estimated capacity of 1,840 gallons per minute (gpm). Well construction diagrams and details and technical specifications will be prepared. The design will include details for the construction, testing, and development of the project.

#### **C. Engineering Design Services**

The design will include temporary laydown and storage areas, temporary construction fencing, a temporary access road connecting to a driveway stub-out, temporary wellhead,

and other ancillary items. The hydrogeological plans and specifications prepared will be incorporated with the engineering plans and specifications. A formation water disposal plan for the reverse air drilling and development water discharge will be identified and outlined in the documents.

Firm shall develop technical specifications and necessary drawings and details depicting the proposed work. The City's standard front-end documents will be utilized as the base contract documents and modified as required. Firm shall prepare and submit design documents at the 90-percent design stage for City review, and final drawings incorporating City comments. Firm will respond to City comments and make appropriate changes. Firm will meet with City to review City comments. Firm shall prepare a cost estimate as part of the 90-percent and final progress design submittal.

#### **D. Permitting**

The construction of the wells will need to be preceded by modification of the City's current water use permit (WUP) to include the new wells. The firm will provide permitting for modification of the current WUP, which will include a meeting with the City and a pre-application meeting with the South Florida Water Management District (SFWMD). The permit modification will likely include groundwater flow modeling of the new well with redistribution of annual withdrawal amounts from the other wells in the JEA wellfield. The model used in the permitting of the JEA wellfield will be modified to include the proposed wells. The overall permitted allocation for the City will not change.

Include any ancillary permits as required, including Building and Public Works (ROW, driveway, etc.).

All permit application fees will be paid by the City.

### **3. Wellhead and Building**

The firm is responsible for the design and permitting of the pump, wellhead, raw water main, CBS building that will house the wellhead, electrical and control equipment, and standby generator. Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

#### **A. Geotechnical Services**

Firm will perform subsurface exploration and geotechnical engineering services, including performing one (1) Standard Penetration Test (SPT) boring meeting the requirements of ASTM D1586 to a depth of about 15 feet and two (2) hand auger borings meeting the requirements of ASTM D1452 to depths of 5 to 7 feet below the existing ground surface. The firm will perform engineering analysis of all data obtained and develop site preparation procedures, foundation support, and design recommendations for the well building.

It is anticipated that the geotechnical exploration and evaluation will occur after the site has been cleared and grubbed and before the drill rig and equipment are erected.

#### **B. Engineering Design Services**

The design will include a CBS well building that will house the pump, wellhead, electrical, including bringing power to site, and instrumentation equipment, and standby generator (see Exhibit "A" for example, final design to be determined). Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

The well building will be a single story masonry building with premanufactured roof trusses and asphalt shingle roofing. It will include a man door, louvers, roof access hatch above the pump and motor, and a roof exhaust fan. Firm will perform the structural portions of the project. Mechanical equipment housed inside the well building will include a vertical turbine pump, stainless steel above-grade piping, valves, fittings, blow-off valve, and appurtenances.

The electrical and instrumentation design shall include a standby generator, building electrical equipment, interior and exterior lighting, automatic transfer switch (ATS), well control panel, remote telemetry unit (RTU), flow and pressure instrumentation, ground-water level transducer, and other ancillary equipment. The wells will communicate with the City's existing SCADA system via fiber optic cable. Firm shall perform the required electrical and instrumentation portions of the project. Firm shall prepare a written control strategy for programming implementation during the construction portion of this project.

Civil/site design elements will include site grading, concrete driveway, perimeter fence, and a buried raw water main that will connect to a new raw water main. The design will include hydraulic calculations to size the pump based on pressure information provided by the City.

Firm shall develop technical specifications and necessary drawings and details depicting the proposed work. The City's standard front-end documents will be utilized as the base contract documents and modified as required. Design drawings will be provided for this project, including the following:

- Building Lighting and Receptacle Plan
- Building Lightning Protection and Grounding Plans
- Installation Plan
- One Line and Riser Diagrams
- Control Panel Schematic Electrical
- Details Sheet 1 Instrumentation
- Legend Floridan Well
- P & ID
- RTU Panel Details
- Network Diagrams

#### **4. Instrumentation Details**

##### **A. Permitting Services**

Firm shall prepare an application for a permit to construct the Floridan Aquifer well and wellhead for submittal to the St. Lucie County Health Department (SLCHD). The application shall include the 90-percent design drawings and a design report that summarizes other information required in support of the permit application. The application process shall include a site visit meeting with the SLCHD and responses to RAIs. Permit application fees shall be paid by the City.

This does not include any services related to obtaining any approvals required for stormwater management system, or site plans that may be required. Firm may assist with obtaining these permits or approvals, if required, under a separate agreement.

Firm shall prepare an application for a permit to construct the raw water main for submittal to the Florida Department of Environmental Protection (FDEP) and any other permits as may be identified and required.

## **Phase II**

#### **1. Hydrogeological Services During Construction**

##### **A. Well Construction Administration**

During the well construction and testing of the new well, Firm will attend progress meetings as required for the successful completion of the project. Firm will track the progress of the Contractor and submit a written report to the City at the thirty percent, sixty percent, and ninety percent stages of the construction as identified by the Contractor's original approved schedule. Firm will prepare record drawings depicting the work on a "as constructed" based on marked-up prints, drawings and other data.

**B. Well Construction and Development Observation**

Firm will provide quality control observations during the well construction period. Firm will provide a staff hydrogeologist to observe portions of the following processes:

- Pilot Hole Drilling
- Completion of Borehole
- Grouting of Casings
- Welding of Casings
- Casing Installations

Firm will provide development observation to measure sand content and turbidity through the development process. The Contractor will be required to provide well development at the specified rates and development methods. If development is not proceeding as expected, alternate methods can be pursued prior to the allotted development time being expended. The new production well should produce water with turbidity less than 1 NTU and sand content less than 1 ppm before it can be placed into service.

**C. Well Testing Analysis**

Firm will be present during construction and performance testing to evaluate the new production well and will analyze the data collected. The testing will include step-drawdown testing, geophysical and video logging, plumbness and alignment testing, and water quality sampling and analysis. Analysis of the step-drawdown testing will provide specific capacities and well efficiencies at various pump rates. The geophysical and video logging will help define changes within the well relative to permeability, lithology, and borehole conditions. Analysis of plumbness and alignment test results will ensure that the well was constructed plumb and aligned that will allow for proper pump installation and operation. Water quality sampling and field analysis will help define the changes in water quality with depth to help determine the best open hole interval for use.

**D. Well Construction Summary Report**

Firm will prepare a well construction summary report that will summarize the well construction process including drilling, casing installation, grouting, development, and testing. The results and analyses of each of the performed tests will be included. This summary report will be a vital resource to evaluate the well's performance over time to determine changes over time.

**E. Engineering Services During Construction**

Firm will assist City with administration of the construction Contract by providing the following services:

1. Firm shall conduct pre-construction meeting, monthly progress meetings, and prepare a meeting agenda and prepare and distribute minutes after each meeting.
2. Firm shall review and process shop drawings and other submittals.
3. Firm shall provide general construction and contract administration and correspondence.
4. Firm shall review Contractor's pay requests.
5. Firm shall provide technical interpretations of drawings, technical specifications, Contract Documents, and respond to requests for information (RFIs) as required.
6. Firm shall prepare work change directives and change orders if required.

7. Firm shall provide periodic site visits during critical stages of the construction process.
8. Firm shall provide grant assistance, if necessary.
9. Firm shall prepare record drawings based on information provided by the Contractor.

All the work in Task A and B shall be performed concurrently.

#### **F. Site Construction**

Site construction includes the pump, wellhead, connection to the raw water main, CBS building that will house the wellhead, electrical and control equipment, and standby generator. Site features will include a perimeter fence, propane storage tanks, concrete drive, and site grading and restoration.

#### **2. Obligation of City**

To assist in meeting the schedule and budget estimates contained in the applicable Task Order, the City will provide the following:

1. Prompt review and comment on deliverables.
2. Attendance of key personnel at meetings.
3. All permit fees.
4. Underground utility location assistance, where necessary.

#### **3. Deliverables**

The following deliverables will be provided to the City:

1. Preliminary, 60-percent, 90-percent, and final plans and technical specifications. Paper copies and digital copies in PDF, Microsoft Word and AutoCAD will be submitted.
2. Permit Applications.
3. Copies of all shop drawings, submittals, pay requests, meeting minutes, RFI's correspondence, certificate of substantial completion, and O&M manuals, etc. submitted.
4. Record drawings based on information provided.

#### **4. Time of Performance**

Contract period shall be 120 months.

Time periods to perform the professional services are estimated as follows:

\* Schedule Assumes a 2-Week Review Timeframe for All Deliverables from City

\*\* To Be Coordinated with Site Clearing Activities

#### **1.4. Overview of the E-RFP Process**

The objective of the E-RFP is to select a qualified Proposer to provide the services outlined in this E-RFP to the City. This E-RFP process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers' responses received prior to the closing date of this E-RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the E-RFP process will be publicly announced, to include the names of all participating Proposers and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

**NOTE TO PROPOSERS:** The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)." Please refer to Section 1.1 – "Purpose of

Procurement," and Section 4.9 – "Selection and Award," for information concerning the number of Contract awards expected.

#### **1.5. Schedule of Events**

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-RFP will be publicly posted prior to the closing date of this E-RFP. After the close of the E-RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the Contract term on an as needed basis with or without notice.

Description	Date	Time
Release of E-RFP	November 26, 2024	N/A
Bidders'/Offerors' Conference Location: Office of Management & Budget Procurement Management Division 121 SW Port St. Lucie Blvd., Suite 390 Port St. Lucie, FL 34984	December 11, 2024	9:00 a.m. ET
<b>Attendance is: Strongly Recommended</b>		
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	December 23, 2024	12:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	December 30, 2024	5:00 p.m. ET
Proposals Due/Close Date and Time	January 7, 2025	2:00 p.m. ET

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

#### **1.6. Official Issuing Officer (Procuring Agent)**

**Name: Nathaniel Rubel, Assoc. DBIA**  
**Procurement Assistant Director**  
[nrubel@cityofpsl.com](mailto:nrubel@cityofpsl.com)

#### **1.7. Definition of Terms**

Please review the following terms:

Consultants' Competitive Negotiation Act ("CCNA") – Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services. See section 287.055, Florida Statutes.

Design-Builder – companies desiring to do business with the City (Also called "Engineer," "Bidder," "Proposer," "Consultant," "Firm," or "Offeror.")

City of Port St. Lucie ("City") – the governmental entity identified in Section 1.1 – "Purpose of Procurement," of this E-RFP.

Contract – agreement entered into between City and the awarded Proposer.

Immaterial Deviation– does not give the Proposer a substantial advantage over other Proposers.

Material Deviation– gives the Proposer a substantial advantage over other Proposers and thereby restricts or prevents competition.

Procurement Management Division (PMD) - The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

Responsible– means the Proposer, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational

capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the Proposer, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- OpenGov.

Any special terms or words which are not identified in this E-RFP Document may be identified separately in one or more attachments to the E-RFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 – “Instructions to Bidders/Proposers,” of this E-RFP.

## **1.8. Contract Term**

The initial term of the contract(s) is for one-hundred twenty (120) months, with no option to renew. Unless this E-RFP states otherwise, the resulting award of the Contract does not guarantee volume or a commitment of funds.

## **2. Instructions to Bidders/Proposers**

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section.

By submitting a response to the E-RFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

### **2.1. General Information and Instructions**

#### **2.1.1. Familiarity with Laws and Regulations**

Responding Proposers are assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Proposer will in no way relieve it from Contract responsibility.

#### **2.1.2. Submitting Questions**

All questions concerning this E-RFP must be submitted in writing on OpenGov. No questions other than written on OpenGov will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this E-RFP must be submitted in the following format:

Company Name

Question #1 Question, Citation of relevant section of the E-RFP.

Question #2 Question, Citation of relevant section of the E-RFP.

#### **2.1.3. Attending Bidders/Offerors' Conference**

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 – “Schedule of Events,” of this E-RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposer must attend the conference in its entirety to be considered eligible for contract award. The Proposer is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all Proposers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

#### **2.1.4. The City's Right to Request Additional Information – Proposer's Responsibility**

Prior to Contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Proposer's ability to perform, if awarded, the City has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

#### **2.1.5. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-RFP will not be considered. Proposers' responses must be complete in all respects, as required in each section of this E-RFP.

#### **2.1.6. Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses that do not contain all elements and information requested in this E-RFP. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the E-RFP requirements, which determination will be made by the City on a case-by-case basis.

**NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see section [287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.**

#### **2.1.7. The City's Right to Amend and/or Cancel the E-RFP**

The City reserves the right to amend this E-RFP. All revisions must be made in writing prior to the E-RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the E-RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFP will be issued as an addendum. Written notice will be posted to OpenGov without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the E-RFP (including any revisions/additions made in writing prior to the close of the E-RFP, whether or not such revision occurred prior to the time the Proposer submitted its response) unless expressly stated otherwise in the Proposer's response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFP. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.10 – "Public Award Announcement," of this document. Proposers are encouraged to frequently check the solicitation documentations and

embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFP at any time.

#### **2.1.8. Assigning of the Contract & Use of Subcontractors**

Except as may be expressly agreed to in writing by the City, Proposer shall not assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

The successful Proposer shall provide a listing of all subcontractors, and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Proposer(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such lists shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If apparent successful Proposer(s) declines to make any such substitution, City may award the Contract to the next acceptable Proposer(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposer(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Proposer enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Proposer of any responsibility, obligation or liability under the Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Proposer under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. Throughout the Contract term, the City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

#### **2.1.9. Proposal of Additional Services**

If a Proposer indicates an offer of services in addition to those required by and described in this E-RFP, these additional services may be added to the original Contract at the sole discretion of the City.

#### **2.1.10. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a response to this E-RFP, the Proposer certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

#### **2.1.11. Costs for Preparing Responses**

Each Proposer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Proposer. The City will not provide reimbursement for such costs.

### **2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by City Ordinances and state and federal laws. Any material that is submitted in response to this E-RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals, pursuant to section [119.07, Florida Statutes](#). Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a Proposer is marked as "confidential," "proprietary," etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Proposers should review chapter 119, Florida Statutes, for all updates before requesting exceptions from chapter 119, Florida Statutes.

## **2.2. Submittal Instructions**

### **Submittal Instructions to OpenGov**

Listed below are key action items related to this E-RFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the E-RFP provides high-level instructions regarding the process for reviewing the E-RFP, preparing a response to the E-RFP and submitting a response to the E-RFP. Proposers are required to access, print and utilize the submittal instructions identified in Section 2.2.1 of this E-RFP to ensure the Proposer successfully submits a response to this E-RFP.

#### **2.2.1. E-RFP Released**

The E-RFP consists of the following: this document, entitled "PSL E-RFP Document," and any and all information included in the E-RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the E-RFP or links contained within the E-RFP or its attached documents. Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

#### **2.2.2. Submitting, Reviewing, Revising or Withdrawing a Submitted Response**

After the response has been submitted, the Proposer may view and/or revise its response by logging into OpenGov. Please take note of the following:

1. **PROPOSAL SUBMISSION.** Upload in one file, the proposal response formatted as instructed in Section 2.2.3 of this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in one (1) file TOTAL. No hard copies will be accepted.**
  - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto OpenGov by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the Proposer temporarily losing a connection to the Internet.
  - B. Enter zero for the cost on OpenGov (if requested) and select the Submit button at the bottom of the page to send the documents.**
2. **REVIEW AND REVISE.** In the event the Proposer desires to revise a previously submitted response, the Proposer may revise the response. If the revisions cannot be completed in a single work session, the Proposer should save its progress. Once revisions are complete, the Proposer must resubmit its corrected response. Please permit adequate time to revise and

then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Proposer temporarily losing a connection to the Internet.

3. **WITHDRAW**. A Proposer may withdraw the proposal by removing all documents from OpenGov prior to the deadline. In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

### **2.2.3. Proposal Format / Evaluation Criteria**

#### **Instructions to Respondents**

The Respondent's Proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittal should be concise, provide only the information requested, and adhere to the page limits set forth herein

**Proposals must include the following information in this order:**

#### **Title Page**

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

#### **Table of Contents**

The Table of Contents shall provide a listing of all major topics, their associated tab number, and starting page.

#### **Tab 1 – Design Team Qualifications & Personnel Experience**

- A. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.). **2 Pages Maximum**
- B. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the design firm or outside the company, and with whom. Include years in industry. List only those directly related to this project. **1 Page Per Resume Maximum**.
- C. Provide copies of all licenses, certifications, and other documentation required in order to enable the Team to perform the work proposed. **Condense to Multiple Certs/Lic. Per Page**.
- D. Identify all subconsultants who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subconsultants. List only those directly related to this project. If N/A, elaborate.

#### **Tab 2 – Construction Team Qualifications & Personnel Experience**

- A. Include a brief history of the Proposer (years in business, annual volume of work over the past 5 (five) years, company ownership, officers, etc.) **2 Pages Maximum**.
- B. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the construction firm or outside the company, and with whom. Include years worked. List only those directly related to this project. **1 Page Per Resume Maximum**.
- C. Provide copies of all licenses, certifications, and other documentation required in order to enable the Team to perform the work proposed. **Condense to Multiple Certs/Lic. Per Page**.

D. Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subcontractors. List only those directly related to this project. If N/A, elaborate.

#### **Tab 3 – Design-Build Experience**

Include, at minimum, five (5) Floridan Aquifer well projects that have been completed in the past ten (10) years. At least one (1) must have used Design/Build as the delivery method. Note any projects in which the proposed Design/Build Team has worked together. **2 Pages Each Project Maximum.**

All projects should include:

- A. Start/End Dates
- B. Project Description – Identify relevant similarities/scope to this project.
- C. Was project completed on time and on budget? If not, why? Include change order details.
- D. Photo(s).
- E. Team Members – Identify those who will be assigned to this project.
- F. Subconsultants/Subcontractors – List key subconsultants and subcontractors used and note if they will be used on this project. Put N/A if not applicable and elaborate.
- G. Reference(s) – Include name, telephone number, and email address.

#### **Tab 4 – Methodology / Approach**

Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work, including:

- A. Planning – What due diligence will be required for a successful design?
- B. Schedules – Include a reasonable estimate of project design and construction timelines. Can be a Gantt chart.
- C. Coordination with the City – Will other departments need to be involved, will public outreach be necessary, etc.?
- D. Project Challenges – Does the project present any design and/or constructability challenges that may need to be addressed?
- E. Project Tracking – How does the Team monitor progress and milestones?
- F. Document Control – How does the Team manage the flow of information, documents approvals, etc.?
- G. Include an organizational chart and/or workflow chart to identify each key role specific to this project.

#### **Tab 5 – State of FL Certified Minority Business Enterprise**

Provide official minority owned business enterprise certification documentation provided by the Florida Department of Management Services Office of Supplier Diversity. This applies to the Prime Contracting Entity only.

#### **Tab 6 – Additional Required Proposal Submittal Forms**

Additional forms required to be completed with the submitted proposal can be found in **Attachment A**. Please attach additional sheets if necessary to provide all of the required information.

- Contractor's General Information Work Sheet
- Cone of Silence Form
- Contractor's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form

- Vendor Certification Regarding Scrutinized Companies Form
- Truth-in-Negotiation Form
- Trench Safety Act Form
- Affidavit of Nongovernmental Entity Anti-Human Trafficking Laws

### 3. General Insurance and Bonding Requirements

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's pricing.

#### 3.1. Standard Insurance Requirements

The Proposer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of the Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Proposer under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of the Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in the Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Proposer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Proposer qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Proposer shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent

Proposers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240141 – Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of the Contract to exceed the above limits, the Proposer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. **Business Automobile Liability Insurance:** The Proposer shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. **Professional Liability Insurance:** Proposer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Proposer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Proposer warrants that the retroactive date equals or precedes the effective date of the Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the Contract, Proposer shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. **Pollution Insurance:** Proposer shall procure and agree to maintain in full force during the term of this Agreement, Proposers Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Proposers Pollution should be in force for no less than entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.
7. **Builder's Risk Insurance:** Proposer shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Proposer's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations,

excavations and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft (including theft of materials whether or not attached to any structure), vandalism and malicious mischief, flood, earthquake, collapse, and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The "ALL RISK" Builder's Risk Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premiums including builder's risk, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, Proposer, Subcontractors, Architect/Engineer and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

The Proposer has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

The Proposer is responsible for all deductibles including those for windstorms.

8. Waiver of Subrogation: By entering into the Contract, the Proposer agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Proposer 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.
9. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Proposer for any and all claims under the Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Proposer's most recent annual report or audited financial statement.

It shall be the responsibility of the Proposer to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Proposer to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If the Proposer, any independent contractors, and/or any subcontractors maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by the Proposer/independent contractor/subcontractor.

The Proposer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of the Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Proposer to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

**Proposer must review the City's Standard Contract for further details and coverage requirements.**

Within ten (10) business days of award, the awarded Proposer must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the Additional Insured party, as identified herein. The Proposer's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

### **3.2. Payment & Performance Bonds**

By responding to this solicitation, the Proposer understands and agrees to the following:

1. The Proposer shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.
2. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Proposer shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

## **4. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical factors as further described in the E-RFP. Once the evaluation process has been completed (and any presentations or negotiations the City desires to conduct have occurred), the apparent successful Proposer(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the E-RFP as described further in Section 4.10 – “Public Award Announcement,” of this E-RFP.

### **4.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements, including, but not limited to:

1. Proposal was submitted by deadline in accordance with Section 2.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

### **4.2. Evaluating Proposal Factors**

If the Proposer's proposal passes the Administrative/Preliminary Review, the Proposer's proposal will be submitted to the Evaluation Committee for evaluation.

#### **4.2.1. Review of Proposals**

The Evaluation Committee will review each proposal in detail to determine its compliance with the E-RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An

Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 4.3 – "Evaluation Criteria," of this E-RFP. At the conclusion of the initial Evaluation Committee meeting, the Committee may create a "short-list" of Respondents and require shortlisted Respondents to submit additional documentation which may include, but is not limited to: approach to the project, knowledge of the project scope, qualifications of the team members assigned to the project, and ability to furnish the required services within schedule and budget and/or to participate in public oral presentations.

#### 4.3. Evaluation Criteria

The proposal will be scored in the following manner:

Criteria No.	Category	Points
1	<b>Design Team Qualifications &amp; Personnel Experience</b>	<b>Total Possible Points in Category: 135</b>
1A	History of the Proposer	25
1B	Resumes of key individuals	50
1C	Licenses, Certifications and other Documentation	25
1D	Key Subconsultants	35
2	<b>Construction Team Qualifications &amp; Personnel Experience</b>	<b>Total Possible Points in Category: 135</b>
2A	History of the Proposer	25
2B	Resumes of key individuals	50
2C	Licenses, Certifications and other Documentation	25
2D	Key Subcontractors	35
3	<b>Relevant Design-Build Experience</b>	<b>Total Possible Points in Category: 260</b>
3A	Start / End Dates	25
3B	Project Description	70
3C	Completion on time and on budget	50
3D	Photo(s)	25
3E	Team Members	30
3F	Subconsultants / Subcontractors	30
3G	Reference(s)	30
4	<b>Methodology / Approach</b>	<b>Total Possible Points in Category: 420</b>
4A	Planning	100
4B	Schedules	90
4C	Coordination with the City	50
4D	Project Challenges	60
4E	Project Tracking	40
4F	Document Control	40
4G	Organizational Chart	40
5	<b>State of FL Certified Minority Business Enterprise – Prime Contracting Entity</b>	<b>Total Possible Points in Category: 50</b>
<b>Total</b>		<b>Maximum 1000 points</b>

#### **4.4. Negotiations of Proposal and/or Cost Factors**

The objective of negotiations is to obtain the Proposer's best terms. **PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE PROPOSER (1) TO SUBMIT ITS BEST RESPONSE, AND (2) NOT TO ASSUME THE PROPOSER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE. DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.5. Overview of Negotiations**

After the Evaluation Team has scored the Proposers' proposals, the City may elect to enter into negotiations with all Responsive and Responsible Proposers or only those Proposers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Proposers included in the competitive range must have highly scored proposals. The City shall negotiate a Contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the E-RFP has been cancelled.

#### **4.6. Negotiation Instructions**

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

1. **Negotiation Invitation:** Those Proposers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Proposers will be notified in writing:
  - a. the general purpose and scope of the negotiations;
  - b. the anticipated schedule for the negotiations; and
  - c. the procedures to be followed for negotiations.
2. **Confirmation of Attendance:** Proposers who have been invited to participate in negotiations must confirm attendance.

#### **4.7. Negotiation Round Completion**

As part of each negotiation, the City may or may not engage in verbal discussions with the Proposers. However, whether or not the City engages in verbal discussions, any revisions the Proposer elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer.

#### **4.7. Competitive Range**

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all Responsive and Responsible Proposers, (2) limit negotiations to those Proposers identified within the competitive range, or (3) limit negotiations to the number of Proposers with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Proposers identified within the competitive range, the City will identify the competitive range by (1) ranking Proposers' proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of Responsive and Responsible Proposers is so great that the City cannot reasonably conduct negotiations with all Proposers (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked Proposers as determined by the Total Score.

#### **4.9. Selection and Award**

The Responsive and Responsible Proposer receiving the highest Total Combined Score and with whom the City is able to reach agreement as to Contract terms will be selected for award.

#### **4.10. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to [City Code of Ordinances, Section 35.15](#), and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Proposer(s) and unsuccessful Proposer(s). NO PROPOSER SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL PROPOSERS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

#### **5. Payment**

To ensure proper payment, the awarded Proposer must comply with the following:

1. The City shall have not less than the allowable time under the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes (as amended) to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstances, will interest of any kind be required as payment to the Awarded Proposer.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the E-RFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Proposer within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Proposer must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to the Project Manager assigned by the City.

#### **6. Contract Terms and Conditions**

The Contract that the City expects to award as a result of this E-RFP will be based upon the E-RFP, the successful Proposer's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [OpenGov \(Attachment B – DBIA Contract Document #545 - Progressive Design-Build Agreement for Water and Wastewater Projects, and all included attachments\)](#). "The successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer(s) and any subsequent revisions to the awarded Proposer's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the E-RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the E-RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this E-RFP. Proposers should plan on all expressed requirements within this E-RFP, and City attached documents and links contained in this posted solicitation, as being included in any award as a result of this E-RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

The City intends to use the Design-Build Institute of America standard contracts, as attached to this E-RFP, as the basis for the Contract. In accordance with the DBIA license, all changes the City has made to the standard terms are indicated in track changes. There are certain instances where the standard form permits the parties to choose from different options on how to contract. Where options are shown as marked already in track changes, those are

the options the City intends to include in the Contract. Where the options are left unmarked, the City and awarded Proposer shall decide during negotiations.

### **Exception to Contract**

By submitting a proposal, each Proposer acknowledges its acceptance of the E-RFP specifications and the Contract terms and conditions without change. If a Proposer takes exception to a Contract Provision or Solicitation Requirement, the Proposer must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment in Tab 6 of the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the E-RFP.

In the event the Proposer is selected for potential award, the Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Proposer. The City reserves the right to proceed to discussions with the next best ranked Proposer.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the E-RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

### **Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Proposer attached hereto), the RFP (including any subsequent addenda and written responses to Proposers' questions), and the Proposer's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed Contract.
- (ii) Second, by giving preference to the specific provisions of the E-RFP.
- (iii) Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

## **7. List of E-RFP Attachments**

The following documents make up this E-RFP. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- PSL E-RFP (this document)
- Exhibit "A" – Sketches & Legal Descriptions
- Attachment A – Required Forms
  - Contractor's General Information Work Sheet
  - Cone of Silence Form
  - Contractor's Code of Ethics Form
  - E-Verify Form
  - Non-Collusion Affidavit
  - Drug-Free Workplace Form
  - Vendor Certification Regarding Scrutinized Companies Form

- Truth-in-Negotiation Form
- Trench Safety Act Form
- Affidavit of Nongovernmental Entity Anti-Human Trafficking Laws
- Attachment B - DBIA Contract Document #545 - Progressive Design-Build Agreement for Water and Wastewater Projects, and all included attachments.

\*\*Any documents indicated in this E-RFP must be returned in the system as a part of the response by the Proposer. Failure to supply the completed document(s) may deem the Proposer as non-Responsive.

# EXHIBIT B



August 7, 2025

Ms. Colleen Jacobsen  
Project Manager  
City of Port St. Lucie  
1001 SE Prineville Street  
Port St. Lucie, FL 34983

**Subject: Design-Build Services for Nine Wells and the Raw Water Main on Discovery Way  
GMP-A – Scope of Services**

Dear Ms. Jacobsen,

The Florida Design Drilling LLC design-build team (Contractor) is pleased submit this Guaranteed Maximum Price (**GMP-A**) proposal to provide progressive design-build services for the proposed improvements for the City of Port St. Lucie (City's) James E. Anderson (JEA) and proposed Rangeline Water Treatment Plants (WTPs) including future construction of up to nine (9) Upper Floridan Aquifer (UFA) wells and approx. 3.25 miles of 12-inch through 30-inch raw water main (RWM). The City owns and operates the JEA and Rangeline WTPs which treat / will treat brackish groundwater with reverse osmosis membranes to provide potable water to the City's customers. The proposed three (3) additional wells for the JEA WTP will allow for increased operational and maintenance flexibility as it will allow other, existing wells to be taken out of service in the JEA wellfield. The proposed six (6) wells for the Rangeline WTP will also provide raw water to the upcoming Rangeline WTP. The project will be broken into multiple design-build phases, each with a guaranteed maximum price (GMP) for completion.

This initial **GMP-A** includes preliminary engineering design services, survey, geotechnical evaluation, public outreach, hydrogeologic design for UFA water supply wells, modifications to the City's existing Water Use Permit, procurement of steel casing material, initial site setup and installation of all nine (9) Pit casings for all UFA wells, complete construction of the first two (2) UFA test wells and all engineering, hydrogeologic well construction services during construction for the first two (2) UFA test wells, and grant management assistance.

The main teaming partners that will be engaged in **GMP-A** are Holtz Consulting Engineers (HCE), McNabb-Miller Hydrogeologic Consulting (MMHC), The Merchant Strategy (TMS) and Florida Design Drilling (FDD).

This GMP-A is prepared in accordance with AIS and Davis-Bacon Wage Rate Requirements.

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[www.FLDrilling.com](http://www.FLDrilling.com)

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104



**GMP-A** will include the following general tasks, discussed in greater detail thereafter:

- Task 1      Project Management, Overhead and General Conditions**
- Task 2      Water Use Permit Applications**
- Task 3      Topographic Survey**
- Task 4      Geotechnical Evaluation**
- Task 5      Preliminary Design – Raw Water Main**
- Task 6      Preliminary Design – Well Site Plans**
- Task 7      Technical Memorandum – Building Evaluation**
- Task 8      Technical Memorandum – Emergency Power Alternatives Study**
- Task 9      Subsurface Well Design and Specifications**
- Task 10     Initial Public Outreach**
- Task 11     Procurement of Steel Casing Materials**
- Task 12     Installation of Nine (9) Pit Casings**
- Task 13     Complete below ground drilling, construction and testing for Two Wells (Test Wells)**
- Task 14     Professional Hydrogeological Services During Construction**
- Task 15     Grant Assistance**
- Task 16     Contingency**

#### **Task 1 – Project Management, Overhead and General Conditions**

Contractor will provide the required performance and payment bonds, insurance, and indemnification as part of this task for GMP-A. Record keeping, scheduling, safety, management of subcontractors, subconsultants, and suppliers, communication with the City and stakeholders are also included.

Contractor shall prepare monthly progress meeting agendas, hold the meeting and prepare and distribute meeting minutes. Contractor will prepare a monthly status report that includes the following information:

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

Contractor shall provide and implement Procore as the Project Management Information System (PMIS). Procore will be hosted by the Contractor and all team members from the Contractor and City will have access. Contractor will develop a RACI matrix and information workflow diagrams. The PMIS will be utilized to manage and review design submittal, technical memorandums, draft and final plans and specifications, permit applications, shop drawings, RFIs, record drawings, O&M manuals, and applications for payments. Inspection logs and progress photos will be stored on the PMIS. A project schedule in Gantt format will be kept in the PMIS.

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## **Task 2 – Water Use Permit Modifications**

Contractor team members MMHC and Liquid Solutions Group (LSG) will modify the City's existing Water Use Permit (WUP). Contractor will coordinate with the City to prepare for a WUP pre-application meeting with the South Florida Water Management District (SFWMD). The pre-application meeting will discuss the City's plans and confirm the regulatory requirements for the WUP modification. The meeting will be virtual. Contractor will attend up to two (2) additional meetings with the City and project team to discuss the progress of the permitting. Contractor will coordinate with the SFWMD to ensure concerns are addressed in the permitting process and to help reduce potential questions and concerns.

Contractor will perform groundwater flow modeling of the new well locations with redistribution of annual withdrawal amounts from the other wells in the JEA wellfield. To evaluate the impact of the proposed changes, Contractor will use the MODFLOW model used for the permitting application process in 2007 and then modified in the 2016, 2020, 2022 and 2024 letter modifications. The well locations will be updated to reflect the proposed locations, and the model will be used to simulate the changes in the upper Floridan Aquifer potentiometric surface. The resulting heads from the modified locations will be compared to the heads from the currently permitted well locations to estimate the change in drawdown. The changes in drawdown will be used by Contractor to assess the potential for adverse impacts to existing legal users, pollution sources, environmental features, the saline water interface, or water bodies. Contractor will develop a draft technical memorandum documenting the groundwater modeling and impact analyses for use in the WUP application. A draft will be submitted to the City for review and the final will address the City's comments.

It is anticipated that the changes requested by the City can be addressed by a letter modification. Contractor will prepare the draft letter modification request which summarizes the requested well locations, well allocation changes and groundwater modeling conclusions. A draft will be submitted to the City for review and the final will address the City's comments. Upon direction from the City, Contractor will submit the complete WUP modification package to the SFWMD via their online portal. Payment of any permit fees is not included in this scope.

## **Task 3 – Topographic Survey Services**

Contractor will contract with Betsy Lindsay, a Division of Haley Ward, to perform survey work and prepare a base drawing for the proposed well sites and RWM corridor, which will include the following:

1. The horizontal control will be based on the NAD 83 (with 2011 adjustment), Florida East State Plane Coordinate System, and the vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88). A conversion to National Geodetic Vertical Datum of 1929 (NGVD 29) will be provided. Two horizontal and vertical control points will be established for the raw water main, and one benchmark will be established at each well site.
2. A topographic survey will be completed for each well easement (F-20 through F-26, and F-37 through F-39). Easements for Well Nos. F-20 through F-26 will be adjacent to the roadway right-of-way survey limits captured along SW Discovery Way. Survey at Well F-21 will include the proposed RWM corridor within

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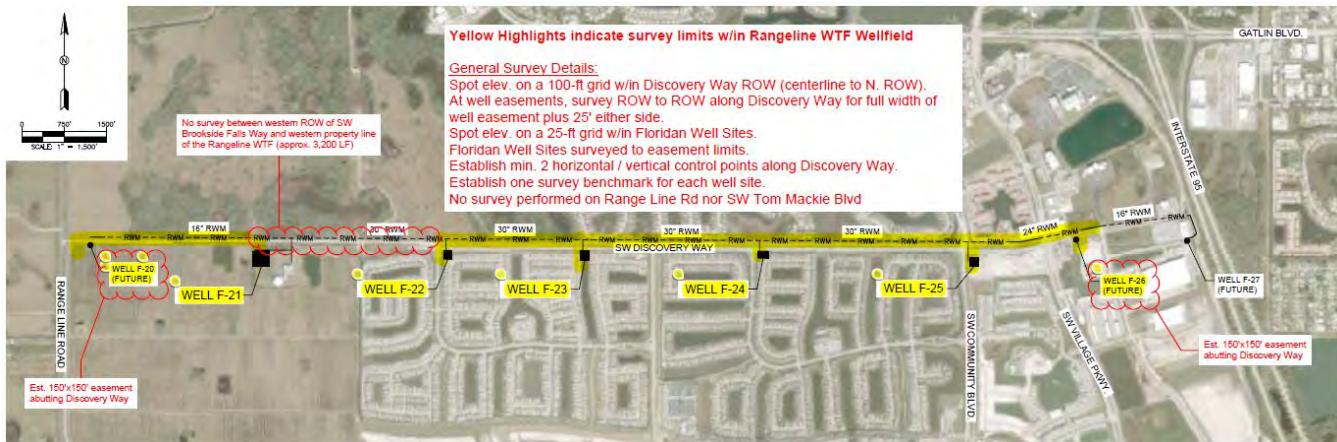
**State of Florida Water Well Contractor #11148**

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WTP site limits between the well site and the WTP site entrance. The survey will depict spot elevations every 100 feet and will also include all grade breaks and major changes in elevation.

3. A topographic survey will be completed for the proposed RWM corridor along SW Discovery Way extending from Range Line Road at the west end to SW Tom Mackie Blvd at the east end. Survey limits will be centerline of pavement to northern right-of-way (ROW) along SW Discovery Way. Range Line Road and SW Tom Mackie Blvd will not be included within the survey limits. Survey limits will extend the full width of the ROW where abutting the well easements along SW Discovery Way plus 25' east and west of the well easements. The route survey limits will include elevations taken on a 100-foot cross-sections. No survey will be performed along SW Discovery Way between the western ROW of SW Brookside Falls Way and the western Rangeline WTP property limit. A figure depicting this survey area is below.



4. A topographic survey will be completed for the proposed RWM corridor extending between the Well Nos. F-37 through F-39 easements and the anticipated tie-in points to the RWM header (to be designed/constructed by others). Survey limits will include elevations taken on a 25-foot grid.
5. All above-grade improvements within the rights-of-ways, easements, and/or private property will be located and included on the survey including pavement, sidewalk, curbs, swales, berms, above-ground evidence of utilities, manholes/rim-elevations (with invert sizes/materials/elevations), hydrants, utility valves, irrigation valves, marked utilities, mailboxes, overhead utilities, and trees/landscaping. Individual irrigation heads are not included.

No legal descriptions for any easements are included in this task order. Land and easement acquisition, if required, will be the responsibility of the City. Utility locates are not included in this GMP and may be included in a subsequent GMP if required.

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#### **Task 4 – Geotechnical Services**

Contractor will contract with Andersen Andre Consulting Engineers, Inc. (AACE) to provide the following professional geotechnical engineering services:

- Geotechnical investigations will evaluate the soil conditions and asphalt thickness within the rights-of-way (asphalt thickness pending selection of final boring locations) for compatibility with horizontal directional drilling installation techniques. It is anticipated that up to five (5) soil borings at forty (40) feet in depth will be performed. Standard Penetration Test (SPT) borings will meet the requirements of ASTM D1586.
- Geotechnical investigations will evaluate the soil conditions within the individual well easement sites for compatibility with construction of concrete block structures (CBS) and concrete well slabs. It is anticipated that up to ten (10) Standard Penetration Test (SPT) borings meeting the requirements of ASTM D1586 to a depth of approximately 20 feet will be performed. It is anticipated that up to twenty (20) hand auger borings meeting the requirements of ASTM D1452 to a depth of 5 to 7 feet below the existing ground surface will be performed (two per site). AACE will perform engineering analysis of all data obtained and will develop site preparation procedures, foundation support design, and design recommendations for the well building.
- Geotechnical investigations will provide recommendations for clean fill to be used in raising local grades at each well site in consideration of proposed building construction.
- Results of the geotechnical work will be issued in an engineering report of findings and will be provided to applicable construction subcontractors as necessary. The engineering report will include graphic logs of the test borings and a test boring location plan.

#### **Task 5 – Technical Memorandum – Raw Water Main**

Contractor team member HCE will prepare a preliminary design technical memorandum including performing hydraulic modeling, developing preliminary layouts / site plans, and detailing anticipated limits / locations for open-cut and horizontal directional drilling installation methodologies for the proposed RWM.

The limits of RWM design figures will match those which are proposed for construction under the master contract. Specifically, design figures will consider construction of proposed RWM extending from proposed Well No. F-20 to F-26. It is noted that proposed RWM along SW Discovery Way between the northwest entrance of Valencia Grove and the Rangeline WTP will be installed by others (this task will include design recommendations for this portion of the RWM).

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It is anticipated that the following figures will be developed:

- Site Plans
  - Rangeline WTP (Assume twelve (12) at 1" = 40' Scale; Two frames per Sheet)
  - JEA WTP (Assume three (3) at 1" = 20' Scale)

A hydraulic model will be prepared and used to evaluate hydraulic design requirements for future build-out of the Rangeline WTP's Floridan Aquifer Wellfield and RWM infrastructure. The model will incorporate the northern RWM header inclusive of proposed Floridan Aquifer Well Nos. F-20 through F-27 as well as the southern RWM header inclusive of Well Nos. F-28 through F-36. The model will review up to three (3) alternative RWM piping size configurations/materials and corresponding pump/motor assembly sizing necessary to meet anticipated membrane feed pressures. Contractor will provide a brief summary detailing final well casing sizes necessary to accommodate various pump bowl and column pipe assemblies as reviewed during the hydraulic modeling evaluation. It is noted that use of smaller diameter RWM may necessitate use of larger diameter well casing to accommodate larger pumps to provide sufficient total dynamic head for higher pressures expected in smaller RWM. Floridan Aquifer characteristics will be estimated from nearby Floridan Aquifer production wells of similar design as is anticipated for the Rangeline wells. Wells will be modeled for a design flow of 1,840 gallons per minute (gpm). City will confirm WTP raw water total influent requirements.

The results of the preliminary design will be summarized in a brief technical memorandum (TM) with figures. A meeting to review the preliminary design will be held and meeting minutes will be prepared. Contractor will prepare a draft TM with figures and a final TM addressing City's comments on the draft TM. Final figures will represent conceptual level design detail for the proposed RWM, sufficient for ordering piping and fittings.

#### **Task 6 – Technical Memorandum – Well Site Plans**

Contractor team member HCE will perform a preliminary design including preparing proposed well locations, site plans, and hazard setbacks. Contractor will also assist in reviewing/preparing formation water disposal plans for drilling operations. A site grading plan will be developed for sites F-20 and F-37 through F-39, as the remaining sites have been previously brought to grade by the adjacent developers. The results of the preliminary design will be summarized in a brief TM with figures. A meeting to review the preliminary design will be held and meeting minutes will be prepared. Contractor will prepare a draft TM with figures and a final TM addressing City's comments on the draft TM. It is anticipated that the following figures will be developed for Well Nos. F-20 through F-26 and Well Nos. F-37 through F-39:

- Site Plans
- Overall Site Plan with Setbacks
- Site Grading Plan (F-20, F-37 through F-39)

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Conceptual level design figures will be prepared detailing proposed final well locations for use in setting pit casings as detailed in Task 12. Existing site elevations, Federal Emergency Management Agency (FEMA) Flood Maps, and proposed development plans for neighboring communities will be reviewed to determine necessary grading requirements for each site including recommending finished grade elevations, top of slab elevations (finished floor), and final casing flange elevations for reference in setting pit casings in preparation for drilling mobilization. It is noted that the below-grade portion of Well No. F-21 has already been constructed. Design review will include whether the final flange will require extension.

Preliminary site plan figures will have sufficient detail to apply for and obtain necessary site development and/or stormwater management permits.

#### **Task 7 – Technical Memorandum – Building Evaluation**

Contractor will perform/prepare a preliminary design including reviewing design / construction of CBS Well Buildings and alternative site security / sound management / aesthetic design treatments. The preliminary design will include development of and review of preliminary engineer's opinions of probable construction costs for various well site development plans. At a minimum, the design will consider complete CBS well buildings with asphalt shingle roofing at each well site, chain-link security fencing with sound dampening treatments, and CBS wall enclosures (no roof) with sound deadening treatments. Site enclosure facilities will house the pump, wellhead, electrical, instrumentation and controls equipment, and standby generator. Consideration will be given to each site's specific needs as it relates to necessary well screening, sound deadening, and aesthetic treatment. Draft site plan figures (plan and profile) will be developed for each of the alternatives. The results of the preliminary design will be summarized in a brief TM with figures. A meeting to review the preliminary design will be held and meeting minutes will be prepared. Contractor will prepare a draft TM with figures and a final TM addressing City's comments on the draft TM.

It is anticipated that the following figures will be developed (non-site-specific):

- Site Plan and Profile – CBS Building
- Site Plan and Profile – Chain-link Fencing with Sound Barrier
- Site Plan and Profile – CBS Perimeter Wall

#### **Task 8 – Technical Memorandum – Emergency Power Alternatives Study**

Contractor will contract with C&W Engineering, Inc. to prepare a preliminary design including reviewing design / construction of emergency power facilities for proposed Floridan Aquifer Well Nos. F-20 through F-26 and F-37 through F-39. The results of the preliminary design will be summarized in a brief TM with figures. Preliminary design will consider installation of a dedicated generator at each well site and/or pairing of well sites with multiple shared/common generators (i.e. one generator serving two adjacent wells). Contractor, with C&W, will also provide a feasibility review of installing natural gas style generators, tied into public gas utility lines in lieu of liquified petroleum gas (LPG) style generators with dedicated above grade LPG tanks, or a combination of utilizing both fuel options.

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Contractor will provide preliminary engineer's opinion of probable construction cost for the options considered within the TM. A meeting to review the preliminary design will be held and meeting minutes will be prepared. Contractor will prepare a draft TM with figures and a final TM addressing City's comments on the draft TM. It is anticipated that the following figures will be developed:

- Site Plan and Electrical Layout – One Generator Per Site
- Site Plans and Electrical Layout – Shared Generators (Approx. three (3) large-scale figures detailing reviewed well/generator pairings)

### **Task 9 – Subsurface Well Design and Specifications**

Contractor will review available hydrogeologic data of the UFA near the JEA WTP and proposed Rangeline WTP and outline major construction and testing components to the UFA system. Design and specification documents will be prepared for the construction and testing of the UFA supply wells. The documents will address the following items bulleted below:

- Well construction and testing sequence
- Appropriate drilling and testing procedures
- Casing material and estimated setting depths
- Open hole production intervals
- Downhole cement grouting
- Formation discharge systems
- Water quality field and analytical sampling
- Well development (including airlifting, jetting, and over-pumping)
- Acid treatment procedures
- Alignment requirements (including deviation surveys and plumbness/alignment)
- Pump testing of the completed well (step-rate and constant-rate testing)
- Design and specifications will include scenarios for both a standard well design and test well design. Design and specifications for civil, structural, mechanical, electrical, and instrumentation and control components are not included in the GMP.
- Task will include preparing preliminary design and specifications for drilling, subsurface well construction and testing components of UFA wells.
- Task will include final design and specifications for drilling, subsurface well construction and testing components of UFA wells incorporating City's comments on the draft design and specifications.

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## **Task 10 – Public Outreach**

Contractor will provide the following Public Outreach services to set up notification and lines of communication:

- Development of Stakeholder/Resident Database
  - Contractor will develop the stakeholder database which will be updated and maintained for duration of design phase of the project. The database will include all residential properties and businesses within 500 feet of the project corridor using Appraiser's Office, Google Earth and Google Maps. Stakeholders include schools, places of worship, emergency services, certified/registered Civic and Neighborhood Associations, elected officials and other interested parties.
- Development of Project Webpage
  - Contractor will develop a project webpage which can be hyperlinked to the City's webpage. One-Time Fee includes Development of webpage; SSL certification for project duration; webpage hosting during design phase; Google translate; and ADA compliancy.
- Set up Project Hotline
  - Contractor will staff the hotline as first point of contact for the client during working hours (Monday thru Friday 9 am - 5 pm). Calls that come in before/after hours will be responded to the next business day.
- Development of an Informational Mailer
  - Contractor will draft and edit one (1) Informational Mailer to be developed and mailed to the stakeholders, so they are aware of the project and have the hotline number and email address to reach out to with questions/concerns, so they are not reaching out to the City or staff during the design phase. City will be provided a copy for edits. Cost of printing and postage will be included in Task 16.
- Project team meetings as necessary
  - Contractor will attend the kickoff meeting and project team meetings with the City and/or project team to present/discuss and update the plans and documents.
- Public Meeting
  - Contractor will provide logistics for 1 (one) public meeting during the design phase. We will locate a venue, make arrangements for all necessary AV equipment and/or refreshments if needed. We will provide sign in sheets and comment cards.
  - Contractor will draft and edit 1 (one) Public Meeting Notice to be developed and mailed during the design phase. Client will be provided a copy for edits. Cost of printing and postage will be included in Task 16.
  - Contractor will provide 1 (one) staff member to attend 1 (one) public meeting during the design phase to assist with set up, staff the sign in table, and take notes.
  - Contractor will provide a summary of the public meeting.
- Construction Phase Public Outreach
  - Contractor will staff the hotline and be the first point of contact for the duration of the construction in GMP-A. Contractor will provide City with a monthly summary of hotline communications.
  - Contractor will update and maintain the webpage during the construction phase.

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- Contractor will provide logistics for one (1) public meeting during the construction phase. Contractor will provide sign-in sheets, comment cards, take notes, and provide a summary of the meeting.

#### **Task 11 - Procurement of Steel Casing Materials**

Under this task, Contractor will procure all steel and PVC casing required for the nine (9) UFA supply wells. The material will be for the pit casings, conductor casing, surface casing and final casings. Additionally, all stainless-steel crossover couplings and stainless pipe to land surface to receive the wellhead(s). All steel casing material will meet AIS requirements. The casing material will be stored at a combination of the well sites, JEA WTP, exterior area of the Rangeline Repump facility, McCarty Ranch and the Glades WWTP. It will be the Contractor's responsibility to deliver, off-load, secure, and store the materials at these sites. The City, at their discretion, may choose to Owner Direct Purchase (ODP) this steel material.

#### **Task 12 - Installation of Nine (9) Pit Casings and Drill Rig Pad**

Contractor will install the pit casing(s) and concrete drill rig pad(s) at each of the nine (9) well sites. The purpose of the pit casing and concrete drill rig pad at each new well location is to stabilize the soil beneath the drill rig, facilitate subsequent drilling activities, and provide a stable working surface for the UFA drill rig(s). The pit casing is installed with a different equipment than the UFA drill rig. Installing the pit casing and concrete pad at each site prior to mobilizing the UFA drill rig will reduce the overall project duration and will allow fewer mobilizations of the specialized pit casing installation equipment.

This task will include the mobilization and demobilization of equipment at each site, installation of the pit casings to a depth of 50 feet below pad level, and construction concrete drill rig pad. The steel casing material will be procured as part of Task 11. Vibration monitoring at Well sites F-22 through F-26 will be included as part of the Work.

Each well location will have the following site conditions. If work is required to achieve these parameters, it may be performed under Task 16:

- A potable water source required for the pit casing installation is available within 250 feet of the well site.
- Work performed in this task will require heavy equipment to access site throughout the installation.
- Each site is clear of trees and large vegetation. Removal of shrubs and grass will be performed by the Contractor.
- Each site will have a grade elevation within two feet of the 100-year flood plain or the finished floor elevation of neighboring residents.
- No permitting will be performed for this task.

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### **Task 13 – Complete below ground drilling, construction and testing for Two UFA Wells (Test Wells)**

Contractor will provide all labor, materials, equipment and personnel to construct two UFA Test Wells; one each at JEA and Rangeline wellfields. The detailed plans and specifications will be developed under Task 9 and those plans and specification will be incorporated into the Agreement.

Task includes the following:

- Well Construction Permit
  - Contractor will obtain the Well Construction Permit from St. Lucie County Department of Health for each two wells
- Provide Well Construction Submittals
- Procure all well casing material
- Mobilize Drill Rig and all supporting equipment necessary
- Drill and Construct each Test well per Plans and Specifications
  - Additional drilling, casing and testing associated with Test Well design is included in this Task
- Perform all Well Development and Testing per Plans and Specifications
- Complete topside with temporary wellhead, clean up and demobilize drill site

### **Task 14 – Professional Hydrogeological Services During Construction**

#### ***Task 14.1 – Coordination and Management***

Attend construction progress meetings during the construction period and be the principal liaison to the City for well drilling and testing related work; provide project planning and coordination, assist with pre-construction activities, meetings with the project team, review shop drawings for all down hole well related items not including surface piping, mechanical, electrical and instrumentation.

#### ***Task 14.2 – Construction Phase Services***

Provide hydrogeologic observation services, hydrogeologic direction and well design/construction expertise during construction of two UFA wells. Contractor (MMHC) staff will be present on site during critical phases of well construction including pilot hole drilling, geophysical logging, casing installation and cement grouting, completion interval drilling, flow and water quality testing, well development, step drawdown testing, and well video observation. Observe and direct well acid treatment if required. MMHC staff will also be present onsite during installation of the pit casings.

Recommend constructed depths of bore holes, casings and open intervals. Direct step drawdown testing, perform water level measurements, specific capacity analysis and water quality testing. This task will include providing geologist's lithologic logs; well construction summary of daily work activities; water quality field data summaries; and copies of the

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geophysical logs provided by the Contractor. This task will also include technical evaluation and review of data and work to support monthly progress meetings.

***Task 14.3 – Well Completion Report***

Prepare lithologic logs and complete geologic interpretations; review well construction field logs and compile summary; complete analysis of all hydrologic and water quality field data; geophysical log analysis, summarize pumping test methods and results. Prepare two well completion reports for the UFA wells including figures, data tables, geologic and geophysical logs, pump test data and water quality data.

**Task 15 - Grant Assistance**

***Task 15.1 – Grant Funding Application***

Contractor will participate in meetings with City to discuss applicable grant funding opportunities for the proposed UFA supply system. A schedule for the draft application, review, and finalization of the application will be determined after the grant has been identified.

Contractor will work with the City to supply all necessary project details to enable preparation of an application for funding, including plans, specifications, staffing details, budget, and any other information requested in application.

Contractor will coordinate with the City, either through phone meetings or email, to determine any edits that will be needed to finalize the application for funding.

Contractor will assist in answering any subsequent requests for further information (RFI) made by grant agency following application submission.

***Task 15.2 – Grant Management Assistance***

Contractor will coordinate the grant compliance program with the City and the City's Rangeline WTP Owner's Representative (OR). Work will include a meeting to review grant tracking compliance, required documents, and grant schedule.

Contractor will assist the City's OR in the preparation of quarterly reports and reimbursement requests required by the grant agency by supplying back-up and supporting documentation. Contractor will provide weekly payroll information to ensure the Davis Bacon wage requirements are met.

Contractor will provide supporting documentation for the final grant closeout/certification package. This may include photos, Contractor applications for payments, and permit closeout forms.

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### **Task 16 - Contingency**

Task 16 is for Additional Services that could be required to perform additional work due to unforeseen circumstances, site conditions, or assistance that the City might request. Services might include providing access roads to the well sites, bringing the sites to within two feet of the published flood elevation, or providing construction water to the JEA well sites. These items are highly variable and subject to change due to work by others in the area. Services may also include providing testing or water quality data for the City or their other subconsultants and Contractors to use with the design of the new Rangeline WTP.

All permit application and inspection fees will be paid for in this Task on an actual cost basis. The costs associated with preparing the applications, answering RFI's, attending pre-application meetings, site visits, etc. are included in the various lump sum Tasks above.

Services provided under this task will be billed either on an hourly basis or a mutually agreed upon lump sum amount prior to the work being performed. Services provided under this Task must be initiated by written (including email) authorization issued by the City.

### **OBLIGATION OF CITY**

To assist in meeting the schedule and budget estimates contained in this GMP, City will provide the following:

- Prompt review and comment on deliverables.
- Attendance of key personnel at meetings.
- Access to all proposed construction sites.
- Confirmation of anticipated WTP membrane feed pressure requirements.
- Confirmation of anticipated number of wells in service simultaneously (design total raw water influent flow).

### **ASSUMPTIONS**

- The duration of construction is based on the drilling Contractor working 12 hours per day, 5 days per week during the drilling and testing of two UFA wells.
- Clearing and/or land development permits will not be required.
- FPL fees. Any fees assessed by FPL will be billed to Task 16 - contingency.
- No legal descriptions for any easements are included in this task order. Land and easement acquisition, if required, will be the responsibility of the City.
- Utility locates are not included in this GMP and may be included in a subsequent GMP if required.

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- Claims reduction and preparation for litigation involving the Contractor or third party, in connection with this project.

### **SCHEDULE (Please See Attached Draft Schedule which will be updated to Actual NTP)**

The work shall be performed in accordance with the below schedule:

Task	Description	Duration	Calendar Days from NTP
Task 1	Project Management, Overhead, and General Conditions	DRAFT	ATTACHED
Task 2	Topographic Survey	DRAFT	ATTACHED
Task 3	Geotechnical Evaluation	DRAFT	ATTACHED
Task 4	Preliminary Design – Raw Water Main	DRAFT	ATTACHED
Task 5	Preliminary Design – Well Site Plans	DRAFT	ATTACHED
Task 6	Technical Memorandum – Building Evaluation	DRAFT	ATTACHED
Task 7	Technical Memorandum – Emergency Power Alternatives Study	DRAFT	ATTACHED
Task 8	Water Use Permit Applications	DRAFT	ATTACHED
Task 9	Subsurface Well Design and Specifications	DRAFT	ATTACHED
Task 10	Initial Public Outreach	DRAFT	ATTACHED
Task 11	Procurement of All Steel Casing Materials	DRAFT	ATTACHED
Task 12	Installation of Nine (9) Pit Casings and Temporary Drill Pads	DRAFT	ATTACHED
Task 13	Complete below ground drilling, construction and testing for Two UFA Wells (Test Wells)	DRAFT	ATTACHED
Task 14	Professional Hydrogeological Services During Construction	DRAFT	ATTACHED
Task 15	Grant Assistance	DRAFT	ATTACHED
Task 16	Additional Services	DRAFT	ATTACHED

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## COMPENSATION

Compensation for the work shall be a lump sum amount of \$2,069,198.57 for Task Nos. 1 through 10, Task 12, and Task 15. Compensation for work under Task Nos. 11, 13, and 14 shall be a unit price amount of \$7,543,590.00. Task 16 includes a 10% contingency of \$961,278.86 for Additional Services. Total compensation shall be a not-to-exceed amount of \$10,574,067.43. A summary of the compensation by Task is provided below:

**Table A – Total Compensation**

Task	Description	Method of Payment	Fee
Task 1	Project Management, Overhead, and General Conditions	Lump Sum	\$ 896,699.57
Task 2	Topographic Survey	Lump Sum	\$ 117,090.00
Task 3	Geotechnical Evaluation	Lump Sum	\$ 25,924.00
Task 4	Preliminary Design – Raw Water Main	Lump Sum	\$ 37,740.00
Task 5	Preliminary Design – Well Site Plans	Lump Sum	\$ 40,580.00
Task 6	Technical Memorandum – Building Evaluation	Lump Sum	\$ 40,400.00
Task 7	Technical Memorandum – Emergency Power Alternatives Study	Lump Sum	\$ 28,150.00
Task 8	Water Use Permit Applications	Lump Sum	\$ 36,680.00
Task 9	Subsurface Well Design and Specifications	Lump Sum	\$ 29,345.00
Task 10	Initial Public Outreach	Lump Sum	\$ 48,650.00
Task 11	Procurement of All Steel Casing Materials	Unit Price (Refer to Table B)	\$ 1,818,400.00
Task 12	Installation of Nine (9) Pit Casings and Temporary Drill Pads	Unit Price (Refer to Table C)	\$ 697,500.00
Task 13	Complete below ground drilling, construction and testing for Two UFA Wells (Test Wells)	Unit Price (Refer to Table D)	\$ 5,469,940.00
Task 14	Professional Hydrogeological Services During Construction	Lump Sum	\$ 255,250.00
Task 15	Grant Assistance	Unit Price	\$ 70,440.00
Task 16	Additional Services	Unit Price	\$ 961,278.86
<b>GMP-A Total</b>			<b>\$ 10,574,067.43</b>

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**Table B – Task 11 – Procurement of All Steel Casing Materials**

Task	Description	Quantity	Units	Unit Price	Total
11.1	52-inch Steel Pit	100	LF	\$ 520.00	\$ 52,000.00
11.2	44-inch Steel Conductor / Pit	850	LF	\$ 319.00	\$ 271,150.00
11.3	36-inch Steel Surface / Conductor	3,000	LF	\$ 188.00	\$ 564,000.00
11.4	24-inch PVC Final	3,250	LF	\$ 200.00	\$ 650,000.00
11.5	24-inch SS Crossover Pipe	90	LF	\$ 625.00	\$ 56,250.00
11.6	25-inch SS Crossover Sub	9	EA	\$ 25,000.00	\$ 225,000.00
<b>Procurement of Steel Casing and Materials</b>					<b>\$ 1,818,400.00</b>

**Table C – Task 12 – Installation of Nine (9) Pit Casings and Temporary Drill Pads**

Task	Description	Quantity	Units	Unit Price	Total
12.1	Well F-20	1	EA	\$ 77,500.00	\$ 77,500.00
12.2	Well F-22	1	EA	\$ 77,500.00	\$ 77,500.00
12.3	Well F-23	1	EA	\$ 77,500.00	\$ 77,500.00
12.4	Well F-24	1	EA	\$ 77,500.00	\$ 77,500.00
12.5	Well F-25	1	EA	\$ 77,500.00	\$ 77,500.00
12.6	Well F-26	1	EA	\$ 77,500.00	\$ 77,500.00
12.7	Well F-37	1	EA	\$ 77,500.00	\$ 77,500.00
12.8	Well F-38	1	EA	\$ 77,500.00	\$ 77,500.00
12.9	Well F-39	1	EA	\$ 77,500.00	\$ 77,500.00
<b>Pit Casings and Drill Pads</b>					<b>\$ 697,500.00</b>

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**Table D – Task 13 – Complete below ground drilling, construction and testing for Two UFA Wells (Test Wells)**

JEA UFA Test Production Well #37					
Task	Description	Quantity	Units	Unit Price	Total
13.1	Drill Rig Mobilization and Make Ready to Drill	1	LS	\$ 200,000.00	\$ 200,000.00
13.2	Drill 12.25" pilot hole to 250'	200	LF	\$ 300.00	\$ 60,000.00
13.3	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction, Spontaneous Potential)	1	LS	\$ 5,000.00	\$ 5,000.00
13.4	Ream Nominal 52" Diameter borehole to 200'	150	LF	\$ 700.00	\$ 105,000.00
13.5	Perform Geophysical Logging in 52" borehole (Caliper/Gamma)	1	LS	\$ 5,000.00	\$ 5,000.00
13.6	Install 44" Diameter Steel Conductor casing to 200'	200	LF	\$ 700.00	\$ 140,000.00
13.7	Cement 44" Diameter Conductor Casing in place (Includes CTL's)	835	CF	\$ 70.00	\$ 58,450.00
13.8	Drill 12.25" pilot hole to 800'	600	LF	\$ 300.00	\$ 180,000.00
13.9	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction, Spontaneous Potential, Variable Density Sonic)	1	LS	\$ 7,500.00	\$ 7,500.00
13.1	Ream Nominal 44" diameter borehole to 700'	500	LF	\$ 500.00	\$ 250,000.00
13.11	Perform Geophysical Logging in 44" diameter borehole (Caliper/Gamma)	1	LS	\$ 5,000.00	\$ 5,000.00

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13.12	Install 36" Diameter Steel Casing to 700'	700	LF	\$ 500.00	\$ 350,000.00
13.13	Cement 36" Diameter Steel Surface Casing in place (Includes CTL's)	2440	CF	\$ 70.00	\$ 170,800.00
13.14	Switch to Reverse Air Drilling and Install Formation Water Discharge System	1	LS	\$ 50,000.00	\$ 50,000.00
13.15	Drill 12.25" pilot hole to 1,400' (includes PH WQ Interval Testing)	600	LF	\$ 300.00	\$ 180,000.00
13.16	Perform Geophysical Logging in PH (Full suite Non-muddled logs)	1	LS	\$ 10,000.00	\$ 10,000.00
13.17	Perform Packer Testing (Straddle or Singel Packer testing - includes up to 12 hours pumping)	2	EA	\$ 17,500.00	\$ 35,000.00
13.18	Backplug Base of PH (if necessary)	1	CF	\$ 70.00	\$ 70.00
13.19	Ream nominal 36" borehole to 800'	100	LF	\$ 450.00	\$ 45,000.00
13.2	Ream nominal 24" borehole to 1,300'	500	LF	\$ 350.00	\$ 175,000.00
13.21	Perform Geophysical Logging in 36"/24" borehole	1	LS	\$ 7,500.00	\$ 7,500.00
13.22	Install 24" PVC Final Casing to 800' (includes temporary drillable borehole plug and/or External Casing Packer as necessary)	800	LF	\$ 350.00	\$ 280,000.00
13.23	Cement 24" PVC Final Casing in place (Includes CTL's)	3140	CF	\$ 70.00	\$ 219,800.00
13.24	Clean out nominal 24" diameter Open Hole from base of Final casing to TD	1	LS	\$ 45,000.00	\$ 45,000.00
13.25	Perform Jet Development of Open Hole Interval	16	HR	\$ 300.00	\$ 4,800.00

7733 Hooper Road, West Palm Beach, FL 33411

[www.FLDrilling.com](http://www.FLDrilling.com)

Phone: 561-844-2966 Fax: 561-844-2967

State of Florida Water Well Contractor #11148

State of Florida Certified General Contractor CGC1522104



13.26	Perform Acidization of Open Hole Interval (5,000 gallons 32% HCL cut to 20,000 gallons at 7% HCL)	1	LS	\$ 50,000.00	\$ 50,000.00
13.27	Perform Post Acid Airlift Development	16	HR	\$ 300.00	\$ 4,800.00
13.28	Perform Pump Development of Open to 1ppm Sand / 1 SDI at 1,840 gpm	80	HR	\$ 400.00	\$ 32,000.00
13.29	Perform 8 hour Step Drawdown well capacity test (4 steps at 2 hours each at 50%, 75%, 100% and 125% design rate of 1,840gpm)	1	LS	\$ 7,500.00	\$ 7,500.00
13.3	Aquifer Performance Test	1	LS	\$ 15,000.00	\$ 15,000.00
13.31	Collect Final Water Quality (Primary/Secondary Drinking Water Standards Analysis)	1	LS	\$ 7,250.00	\$ 7,250.00
13.32	Collect Final Water Quality (Inorganic WQ Analysis)	1	LS	\$ 3,000.00	\$ 3,000.00
13.33	Perform Final Video Survey of Entire Well	1	LS	\$ 7,500.00	\$ 7,500.00
13.34	Final Casing Plumbness and Alignment Test	1	LS	\$ 3,500.00	\$ 3,500.00
13.35	Well Disinfection and BacT Clearance	1	LS	\$ 7,750.00	\$ 7,750.00
13.36	Install Temporary Wellhead w/kill port and Demobilize site	1	LS	\$ 7,750.00	\$ 7,750.00
<b>JEA UFA Test Production Well #37</b>					<b>\$ 2,734,970.00</b>

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State of Florida Certified General Contractor CGC1522104



#### Rangeline UFA Test Production Well F22

Task	Description	Quantity	Units	Unit Price	Total
13.37	Drill Rig Mobilization and Make Ready to Drill	1	LS	\$ 200,000.00	\$ 200,000.00
13.38	Drill 12.25" pilot hole to 250'	200	LF	\$ 300.00	\$ 60,000.00
13.39	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction, Spontaneous Potential)	1	LS	\$ 5,000.00	\$ 5,000.00
13.4	Ream Nominal 52" Diameter borehole to 200'	150	LF	\$ 700.00	\$ 105,000.00
13.41	Perform Geophysical Logging in 52" borehole (Caliper/Gamma)	1	LS	\$ 5,000.00	\$ 5,000.00
13.42	Install 44" Diameter Steel Conductor casing to 200'	200	LF	\$ 700.00	\$ 140,000.00
13.43	Cement 44" Diameter Conductor Casing in place (Includes CTL's)	835	CF	\$ 70.00	\$ 58,450.00
13.44	Drill 12.25" pilot hole to 800'	600	LF	\$ 300.00	\$ 180,000.00
13.45	Perform Geophysical Logging in PH (Caliper/Gamma, Dual-Induction, Spontaneous Potential, Variable Density Sonic)	1	LS	\$ 7,500.00	\$ 7,500.00
13.46	Ream Nominal 44" diameter borehole to 700'	500	LF	\$ 500.00	\$ 250,000.00
13.47	Perform Geophysical Logging in 44" diameter borehole (Caliper/Gamma)	1	LS	\$ 5,000.00	\$ 5,000.00
13.48	Install 36" Diameter Steel Casing to 700'	700	LF	\$ 500.00	\$ 350,000.00
13.49	Cement 36" Diameter Steel Surface Casing in place (Includes CTL's)	2440	CF	\$ 70.00	\$ 170,800.00
13.5	Switch to Reverse Air Drilling and Install Formation Water Discharge System	1	LS	\$ 50,000.00	\$ 50,000.00

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13.51	Drill 12.25" pilot hole to 1,400' (includes PH WQ Interval Testing)	600	LF	\$ 300.00	\$ 180,000.00
13.52	Perform Geophysical Logging in PH (Full suite Non-muddled logs)	1	LS	\$ 10,000.00	\$ 10,000.00
13.53	Perform Packer Testing (Straddle or Singel Packer testing - includes up to 12 hours pumping)	2	EA	\$ 17,500.00	\$ 35,000.00
13.54	Backplug Base of PH (if necessary)	1	CF	\$ 70.00	\$ 70.00
13.55	Ream nominal 36" borehole to 800'	100	LF	\$ 450.00	\$ 45,000.00
13.56	Ream nominal 24" borehole to 1,300'	500	LF	\$ 350.00	\$ 175,000.00
13.57	Perform Geophysical Logging in 36"/24" borehole	1	LS	\$ 7,500.00	\$ 7,500.00
13.58	Install 24" PVC Final Casing to 800' (includes temporary drillable borehole plug and/or External Casing Packer as necessary)	800	LF	\$ 350.00	\$ 280,000.00
13.59	Cement 24" PVC Final Casing in place (Includes CTL's)	3140	CF	\$ 70.00	\$ 219,800.00
13.6	Clean out nominal 24" diameter Open Hole from base of Final casing to TD	1	LS	\$ 45,000.00	\$ 45,000.00
13.61	Perform Jet Development of Open Hole Interval	16	HR	\$ 300.00	\$ 4,800.00
13.62	Perform Acidization of Open Hole Interval (5,000 gallons 32% HCL cut to 20,000 gallons at 7% HCL)	1	LS	\$ 50,000.00	\$ 50,000.00
13.63	Perform Post Acid Airlift Development	16	HR	\$ 300.00	\$ 4,800.00
13.64	Perform Pump Development of Open to 1ppm Sand / 1 SDI at 1,840 gpm	80	HR	\$ 400.00	\$ 32,000.00

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State of Florida Water Well Contractor #11148

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13.65	Perform 8 hour Step Drawdown well capacity test (4 steps at 2 hours each at 50%, 75%, 100% and 125% design rate of 1,840gpm)	1	LS	\$ 7,500.00	\$ 7,500.00
13.66	Aquifer Performance Test	1	LS	\$ 15,000.00	\$ 15,000.00
13.67	Collect Final Water Quality (Primary/Secondary Drinking Water Standards Analysis)	1	LS	\$ 7,250.00	\$ 7,250.00
13.68	Collect Final Water Quality (Inorganic WQ Analysis)	1	LS	\$ 3,000.00	\$ 3,000.00
13.69	Perform Final Video Survey of Entire Well	1	LS	\$ 7,500.00	\$ 7,500.00
13.7	Final Casing Plumbness and Alignment Test	1	LS	\$ 3,500.00	\$ 3,500.00
13.71	Well Disinfection and BacT Clearance	1	LS	\$ 7,750.00	\$ 7,750.00
13.72	Install Temporary Wellhead w/kill port and Demobilize site	1	LS	\$ 7,750.00	\$ 7,750.00
<b>Rangeline UFA Test Production Well F22</b>					<b>\$ 2,734,970.00</b>

We appreciate the opportunity to assist the City with design-build services for the nine wells and raw water main project.

Sincerely,

Michael Black  
Vice President  
Florida Design Drilling LLC  
(561) 371-9241  
mike@fldrilling.com

7733 Hooper Road, West Palm Beach, FL 33411  
[www.FLDrilling.com](http://www.FLDrilling.com)

Phone: 561-844-2966 Fax: 561-844-2967  
 State of Florida Water Well Contractor #11148  
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PSL 9 UFA Well Design Build - GMP-A

## PSL 9 UFA Well Design Build - GMP-A



Name	ID	Planned Duration	Remaining Duration	Start	Finish	Total Float	Activity Percent Complete	2025				2026								
								Q3		Q4		Q1		Q2						
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Final approval	A1490	5d	5d	03-Feb-26	09-Feb-26	156d	0.00%													
FDEP permitting	A1500	10d	10d	10-Feb-26	23-Feb-26	156d	0.00%													
1 - Construction Phase		216d	216d	22-Oct-25	25-Aug-26	4d														
10 - JEA		126d	126d	22-Oct-25	21-Apr-26	94d														
1 - JEA Well #37 Test Well (Rig #1)		126d	126d	22-Oct-25	21-Apr-26	94d														
Mobilization, Pit casing Installation, Site Preparation	A1000	15d	15d	22-Oct-25	11-Nov-25	4d	0.00%													
Drill Nominal 48" Borehole to 150' BLS	A1010	4d	4d	12-Nov-25	17-Nov-25	4d	0.00%													
Perform Caliper Log	A1880	1d	1d	18-Nov-25	18-Nov-25	4d	0.00%													
Furnish and Install 150' of 40" Steel Casing	A3940	1d	1d	19-Nov-25	19-Nov-25	4d	0.00%													
Grout 40" Steel Casing in Place	A3950	1d	1d	20-Nov-25	20-Nov-25	4d	0.00%													
Drill Nominal 12-1/4" Pilot Hole to 650' BLS	A3960	5d	5d	21-Nov-25	01-Dec-25	4d	0.00%													
Perform Geophysical Logging	A3970	1d	1d	02-Dec-25	02-Dec-25	4d	0.00%													
Ream Pilot Hole to Nominal 40" Diameter to 600' BLS	A3980	10d	10d	03-Dec-25	16-Dec-25	4d	0.00%													
Perform Caliper Log	A3990	1d	1d	17-Dec-25	17-Dec-25	4d	0.00%													
Furnish and Install 30" Steel Casing to 600' BLS	A4000	1d	1d	18-Dec-25	18-Dec-25	4d	0.00%													
Grout 30" Steel Casing in Place	A4010	3d	3d	19-Dec-25	23-Dec-25	4d	0.00%													
Switch to Reverse Air	A4020	5d	5d	24-Dec-25	01-Jan-26	4d	0.00%													
Drill Nominal 12-1/4" Pilot Hole to 1,350' BLS	A4030	10d	10d	02-Jan-26	15-Jan-26	4d	0.00%													
Perform Geophysical Logging	A4040	1d	1d	16-Jan-26	16-Jan-26	4d	0.00%													
Cement Backplug Pilot Hole to 1,250' BLS	A4050	3d	3d	19-Jan-26	21-Jan-26	4d	0.00%													
Ream Pilot Hole to Nominal 30" Diameter to 1,250' BLS	A4060	15d	15d	22-Jan-26	11-Feb-26	4d	0.00%													
Backplug Reamed Hole w/ Gravel to 750' BLS	A4070	3d	3d	12-Feb-26	16-Feb-26	4d	0.00%													
Perform Caliper Log	A4080	1d	1d	17-Feb-26	17-Feb-26	4d	0.00%													
Furnish and Install 18" C900 Certa-Lok Well Casing t...	A4090	1d	1d	18-Feb-26	18-Feb-26	4d	0.00%													
Grout 18" Casing in Place	A4100	7d	7d	19-Feb-26	27-Feb-26	4d	0.00%													
Cleanout Open Hole to 1,250' BLS	A1890	7d	7d	02-Mar-26	10-Mar-26	4d	0.00%													
Jetting and Clean Out Borehole	A4110	4d	4d	11-Mar-26	16-Mar-26	4d	0.00%													
Demobilize Drill Rig	A4120	5d	5d	17-Mar-26	23-Mar-26	4d	0.00%													
Acidization Mobilization (Optional)	A4130	5d	5d	24-Mar-26	30-Mar-26	94d	0.00%													
Perform Well Acidization (Optional)	A4140	5d	5d	31-Mar-26	06-Apr-26	94d	0.00%													
Pump Development	A4150	3d	3d	07-Apr-26	09-Apr-26	94d	0.00%													
Conduct Step-Rate Pumping Test	A4160	1d	1d	10-Apr-26	10-Apr-26	94d	0.00%													
Perform Complete Video Log	A4170	1d	1d	13-Apr-26	13-Apr-26	94d	0.00%													
Perform Plumbness and Alignment Test	A4180	1d	1d	14-Apr-26	14-Apr-26	94d	0.00%													



## PSL 9 UFA Well Design Build - GMP-A

Name	ID	Planned Duration	Remaining Duration	Start	Finish	Total Float	Activity Percent Complete	2025				2026								
								Q3		Q4		Q1		Q2						
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Install Temporary Wellhead	A4480	5d	5d	15-Apr-26	21-Apr-26	94d	0.00%													
15 - Rangeline		201d	201d	12-Nov-25	25-Aug-26	4d														
1 - Rangeline Well F22 Test Well (Rig #1)		201d	201d	12-Nov-25	25-Aug-26	4d														
Mobilization, Pit casing Installation, Site Preparation	A1900	15d	15d	12-Nov-25	04-Dec-25	79d	0.00%													
Drill Nominal 48" Borehole to 150' BLS	A4190	4d	4d	24-Mar-26	27-Mar-26	4d	0.00%													
Perform Caliper Log	A4200	1d	1d	30-Mar-26	30-Mar-26	4d	0.00%													
Furnish and Install 150' of 40" Steel Casing	A4210	1d	1d	31-Mar-26	31-Mar-26	4d	0.00%													
Grout 40" Steel Casing in Place	A4220	1d	1d	01-Apr-26	01-Apr-26	4d	0.00%													
Drill Nominal 12-1/4" Pilot Hole to 650' BLS	A4230	5d	5d	02-Apr-26	08-Apr-26	4d	0.00%													
Perform Geophysical Logging	A4240	1d	1d	09-Apr-26	09-Apr-26	4d	0.00%													
Ream Pilot Hole to Nominal 40" Diameter to 600' BLS	A4250	10d	10d	10-Apr-26	23-Apr-26	4d	0.00%													
Perform Caliper Log	A4260	1d	1d	24-Apr-26	24-Apr-26	4d	0.00%													
Furnish and Install 30" Steel Casing to 600' BLS	A4270	1d	1d	27-Apr-26	27-Apr-26	4d	0.00%													
Grout 30" Steel Casing in Place	A4280	3d	3d	28-Apr-26	30-Apr-26	4d	0.00%													
Switch to Reverse Air	A4290	5d	5d	01-May-26	07-May-26	4d	0.00%													
Drill Nominal 12-1/4" Pilot Hole to 1,350' BLS	A4300	10d	10d	08-May-26	21-May-26	4d	0.00%													
Perform Geophysical Logging	A4310	1d	1d	22-May-26	22-May-26	4d	0.00%													
Cement Backplug Pilot Hole to 1,250' BLS	A4320	3d	3d	25-May-26	27-May-26	4d	0.00%													
Ream Pilot Hole to Nominal 30" Diameter to 1,250' BLS	A4330	15d	15d	28-May-26	17-Jun-26	4d	0.00%													
Backplug Reamed Hole w/ Gravel to 750' BLS	A4340	3d	3d	18-Jun-26	22-Jun-26	4d	0.00%													
Perform Caliper Log	A4350	1d	1d	23-Jun-26	23-Jun-26	4d	0.00%													
Furnish and Install 18" C900 Certa-Lok Well Casing t...	A4360	1d	1d	24-Jun-26	24-Jun-26	4d	0.00%													
Grout 18" Casing in Place	A4370	7d	7d	25-Jun-26	03-Jul-26	4d	0.00%													
Cleanout Open Hole to 1,250' BLS	A4380	7d	7d	06-Jul-26	14-Jul-26	4d	0.00%													
Jetting and Clean Out Borehole	A4390	4d	4d	15-Jul-26	20-Jul-26	4d	0.00%													
Demobilize Drill Rig	A4400	5d	5d	21-Jul-26	27-Jul-26	4d	0.00%													
Acidization Mobilization (Optional)	A4410	5d	5d	28-Jul-26	03-Aug-26	4d	0.00%													
Perform Well Acidization (Optional)	A4420	5d	5d	04-Aug-26	10-Aug-26	4d	0.00%													
Pump Development	A4430	3d	3d	11-Aug-26	13-Aug-26	4d	0.00%													
Conduct Step-Rate Pumping Test	A4440	1d	1d	14-Aug-26	14-Aug-26	4d	0.00%													
Perform Complete Video Log	A4450	1d	1d	17-Aug-26	17-Aug-26	4d	0.00%													
Perform Plumbness and Alignment Test	A4460	1d	1d	18-Aug-26	18-Aug-26	4d	0.00%													
Install Temporary Wellhead	A4490	5d	5d	19-Aug-26	25-Aug-26	4d	0.00%													

## EXHIBIT D



City of Port St. Lucie  
Procurement Management Division

Nathaniel Rubel, Assistant Director  
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

### [FLORIDA DESIGN DRILLING LLC] RESPONSE DOCUMENT REPORT

GEN No. 20240141

#### Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way

RESPONSE DEADLINE: January 21, 2025 at 3:00 pm

Report Generated: Friday, January 24, 2025

### Florida Design Drilling LLC Response

#### CONTACT INFORMATION

**Company:**

Florida Design Drilling LLC

**Email:**

mike@fldrilling.com

**Contact:**

Mike Black

**Address:**

7733 Hooper Road  
West Palm Beach, FL 33411

**Phone:**

(561) 371-9241

**Website:**

N/A

**Submission Date:**

Jan 21, 2025 1:49 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Jan 20, 2025 2:59 PM by Mike Black*

Addendum #2

*Confirmed Jan 20, 2025 2:59 PM by Mike Black*

## QUESTIONNAIRE

### 1. Respondent Submittals\*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

FINAL\_FDD\_Submittal\_City\_of\_PSL\_8\_Floridan\_Wells.pdf

### 2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\*

Confirmed



*DESIGN-BUILD SERVICES FOR EIGHT (8)  
WELLS AND THE RAW WATER MAIN ON  
DISCOVERY WAY ERFP#20240141 - January 21, 2025*



Florida Design Drilling, LLC  
7733 Hooper Road  
West Palm Beach, FL 33411  
(561) 844-2966



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Florida Design Drilling is pleased to submit our team's qualifications to provide design-build services for the City of Port St. Lucie. As you review our response document, you will note that the Florida Design Drilling team exactly matches your needs.

## TAB 1: DESIGN TEAM QUALIFICATIONS AND PERSONNEL EXPERIENCE

### HOLTZ CONSULTING ENGINEERS, INC.

Florida Design Drilling (FDD) has chosen to team with Holtz Consulting Engineers, Inc. (HCE) to be their lead design firm. HCE was founded in March 2006 in Jupiter, Florida to assist utilities, cities, counties, and special districts such as the City of Port St. Lucie with high-quality, responsive, and efficient engineering services on facility and utility improvement projects. HCE has demonstrated our commitment to providing excellence and value on numerous successful projects over the past eighteen years. We are currently successfully providing engineering services to several other local entities and have the expertise, experience, and staffing necessary to accomplish all required tasks under this project.



*HCE's central headquarters in Jupiter and branch office in Stuart allows us to provide responsive and efficient engineering service to all of our clients such as the City of Port St. Lucie*

We specialize in providing responsive and efficient utility engineering services to Clients located primarily in St. Lucie, Martin, and Palm Beach Counties. Our engineering and management expertise include the following areas:

- Water treatment, storage, and distribution.
- Water supply wells and raw water pumping and conveyance.
- Water resource management and alternative water supply.
- Civil, stormwater, and site improvements.
- Permitting of infrastructure improvements.
- Hydraulic modeling of stormwater management, water distribution, raw water conveyance, wastewater collection, and reclaimed water distribution systems.
- Construction management services including inspection and start-up services.
- Grant writing and administration.

HCE staff has extensive experience providing general engineering consulting services to similar government entities in South Florida. We currently serve as a general engineering consultant to the City of Port St. Lucie as well as for several municipal and county utilities and authorities and our staff has provided dedicated service to these clients for many years.

HCE and our design team members provide significant experience and capabilities in all phases of project implementation, including planning, hydraulic modeling, condition assessments, rehabilitation, preliminary engineering and final design, public relations and communication, alternative funding analysis including grant writing and administration, permitting, bidding/procurement, construction services, and project start-up and close-out. Our firm prides itself on providing timely and cost-effective engineering

and management service to local clients, with an emphasis on listening and understanding the needs of our clients on each assignment. As long-time residents of the area and members of the community, we are committed to the success of all of our projects and the Clients that we serve. We are eager to have the opportunity to provide the City of Port St. Lucie with quality engineering services for this contract.

HCE is a privately owned Florida based engineering firm and our current gross annual volume of work is approximately \$9 million dollars per year. The officers of the company are as follows: Andrea Holtz (President), David Holtz (Senior Vice President), Steven Fowler (Vice President), Curtis Robinson (Vice President), Christine Miranda (Vice President), Andrea Holtz (Secretary), and David Holtz (Treasurer).

### **WELL, PIPELINE, AND DESIGN-BUILD EXPERIENCE**

HCE has extensive successful experience with general engineering consulting, evaluation, and implementation of over forty Surficial and Floridan well improvement projects for local utilities including the City of Port St. Lucie, Seacoast Utility Authority, and the Village of Palm Springs. We are currently assisting the City of Port St. Lucie with the design and construction of a new 1,350-foot deep Upper Floridan Aquifer Supply well for the City's James E. Anderson (JEA) Water Treatment Plant, Well F-19. Through our experience with City Floridan well projects we have an in-depth understanding of City standards as well as preferences for building design and architecture and site improvements.

HCE has also designed and constructed over a hundred miles of water distribution and wastewater collection, pumping, and transmission projects. These projects included large and small diameter pipelines that have been installed via traditional open-cut methods and by trenchless technologies such as horizontal directional drilling and jack-and-bore methods. We have implemented major new pipelines for the City of Port St. Lucie including a 12,250 linear foot 24-inch reclaimed water main extension.

HCE is also a fully integrated design-build firm, having completed over 45 design-build projects to date, and able to provide turnkey solutions to infrastructure challenges. We are both licensed engineers and contractors experienced in traditional fixed price design-build as well as progressive design-build. Our understanding of construction methods, permitting, scheduling, and budgeting allows us to design projects, while reducing cost and schedules.

### **GRANTS AND FUNDING EXPERIENCE**

HCE has an internal grants team that has provided grant consulting services on over 150 individual grants totaling hundreds of millions in grant funding for local cities and municipalities, including the City of Port St. Lucie, the City of Riviera Beach, the City of Lake Worth Beach, the Village of Golf, the City of Stuart, the City of West Palm Beach, the Village of Wellington, the Village of Tequesta, Okeechobee Utility Authority, and the Town of Manalapan. Our extensive understanding of the technical issues, environmental permitting, and construction activities associated with project implementation is invaluable when developing grant applications for capital improvement projects. We are able to assist with cost estimating and project management as well as procurement and grant compliance activities, including Davis-Bacon compliance and Buy America provisions. Our grant staff has a comprehensive understanding of the grants available and the technical expertise necessary to develop compelling and successful grant applications for the City of Port St. Lucie.

## RESUMES

Resumes for the proposed design team for this project are provided at the end of this section.

## LICENSES AND CERTIFICATIONS

### *State of Florida Department of State*

I certify from the records of this office that HOLTZ CONSULTING ENGINEERS, INC. is a corporation organized under the laws of the State of Florida, filed on March 24, 2006, effective March 24, 2006.

The document number of this corporation is P06000043115.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 6, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of January, 2025*



*CLAY*  
Secretary of State

Tracking Number: 3722635486CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instruction displayed.  
<https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication>



Florida  
dbpr Department of Business  
& Professional Regulation

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3:14:28 PM 1/15/2025

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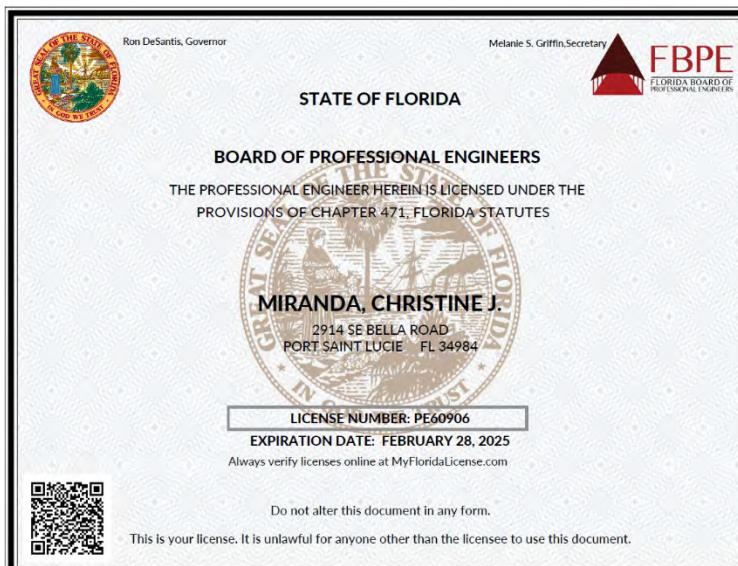
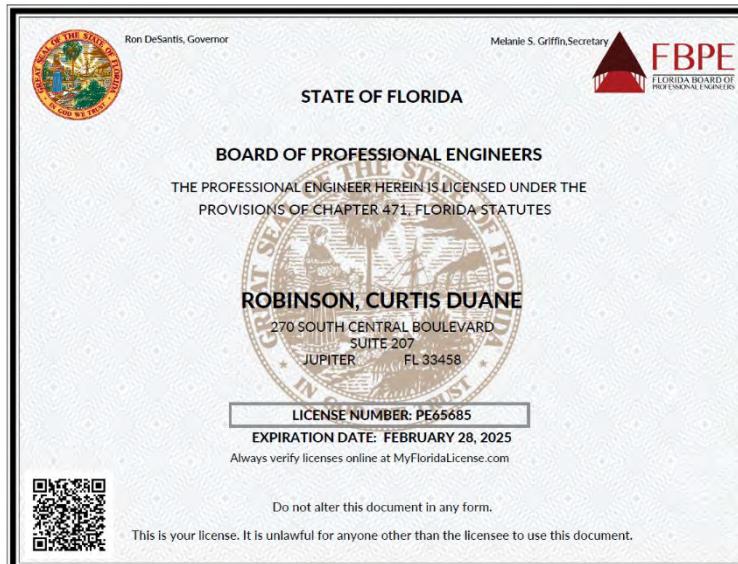
#### LICENSEE DETAILS

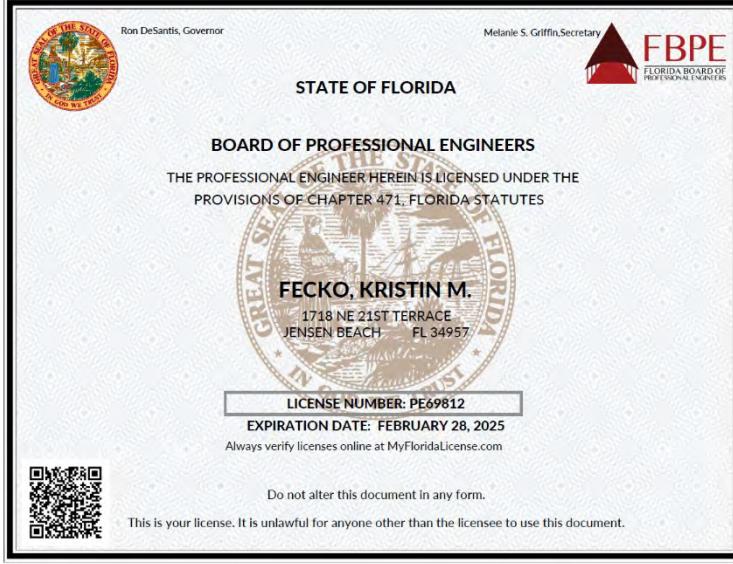
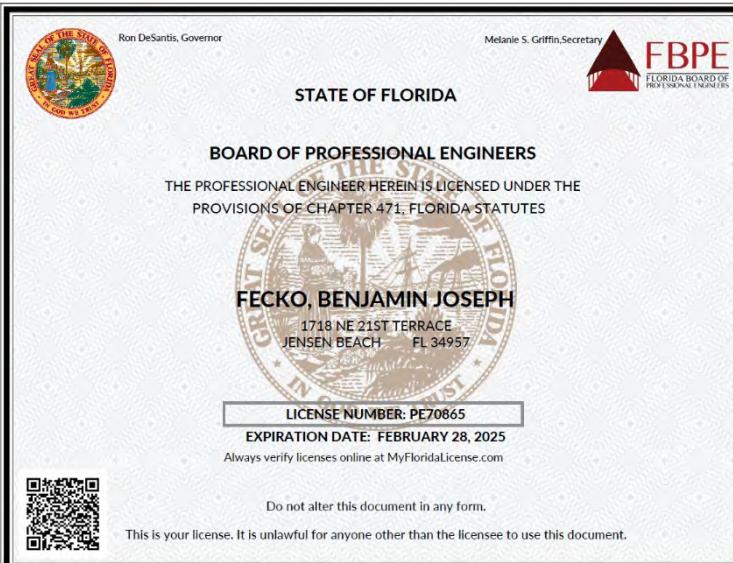
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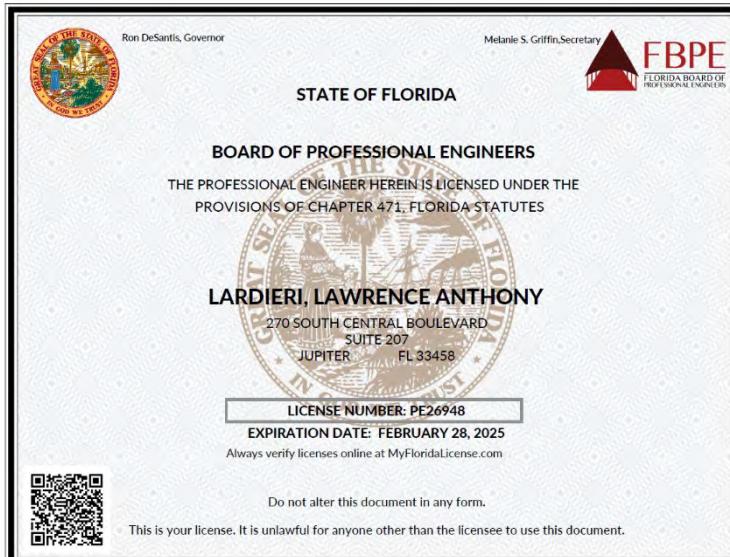
Name:	HOLTZ CONSULTING ENGINEERS, INC. (Primary Name)
Main Address:	270 SOUTH CENTRAL BOULEVARD SUITE 207 JUPITER Florida 33458
County:	PALM BEACH

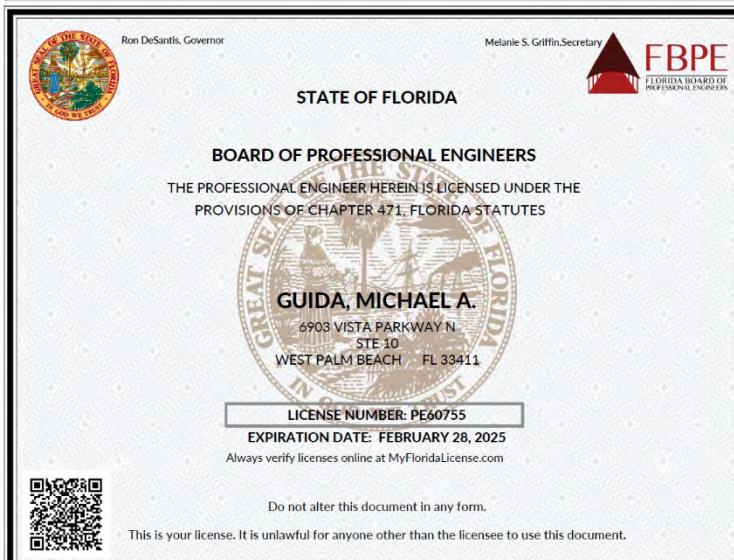
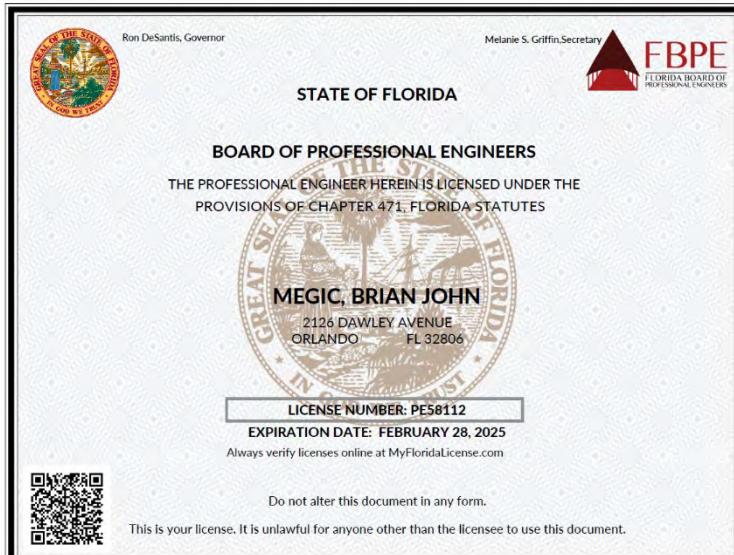
##### License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	26960
Status:	Current
Licensure Date:	05/05/2006
Expires:	









**Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500**

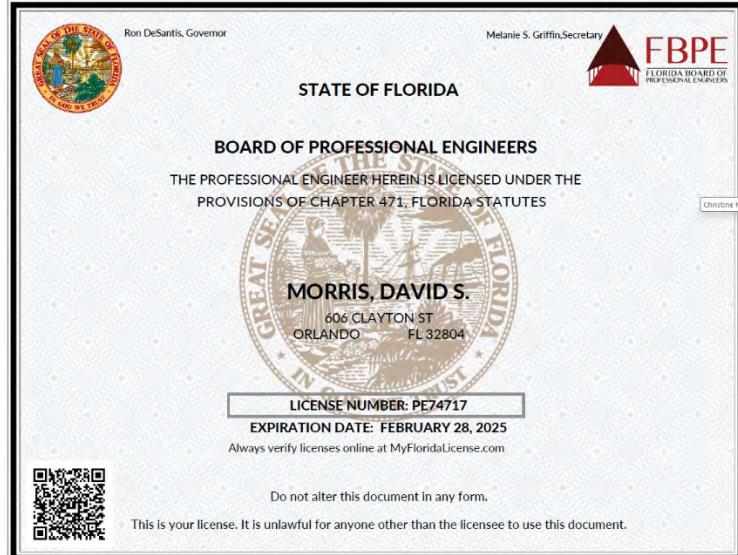
License No.: **LS4724**  
Expiration Date: February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

ELIZABETH ANN LINDSAY  
7997 SW JACK JAMES DR  
STUART, FL 34997-7242

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



## SUBCONSULTANTS

We have assembled a team of local, responsive, and cost-effective firms that we believe can provide outstanding services for this project. Our team was selected with the specific needs of the City of Port St. Lucie in mind. Most all the specialty companies on our team have worked successfully with FDD, HCE and/or the City in the recent past and look forward to the opportunity to continue to work with the FDD team in providing continued support to the City of Port St. Lucie. A brief description of the role and qualifications of the design subconsultants is summarized in the following pages.

## Hydrogeology Design

**McNabb-Miller Hydrogeologic Consulting, Inc. (MMHC)**, formerly known as McNabb Hydrogeologic Consulting, Inc. is a seven-person, professional geologic/hydrogeologic consulting firm, located approximately 35 miles south of Port St. Lucie in Jupiter Florida, that specializes in providing efficient consulting services for wells completed in the Floridan Aquifer System. As a small firm, every client and project are extremely important. MMHC offers a responsive, efficient, cost-effective, and schedule-driven approach to client services. MMHC has a proven track record of successfully handling large projects. Over the past five years, we have designed, permitted, and provided construction management (CM) services for well construction projects totaling more than \$115 million and consulting fees that average \$1,656,000 per year.



MCNABB-MILLER  
HYDROGEOLOGIC  
CONSULTING, INC.

David McNabb established McNabb Hydrogeologic Consulting, Inc. in 2006, and has provided hydrogeologic services for the City since 2008. He has assisted the City with every injection well permit renewal and mechanical integrity testing project over the last 13 years. In 2024, Rodney Miller partnered with David McNabb and the company name was changed to McNabb-Miller Hydrogeologic Consulting, Inc. (MMHC). Mr. Miller was an onsite staff geologist for the construction and testing of the City's Class I injections at the Westport WWTF and the JEA WTP. Mr. Miller served as the project manager and professional geologist for the City's injection well systems at the Glades WWTF and the Prineville WTP.

As the president of MMHC, David McNabb, P.G. brings over 32 years of South Florida hydrogeologic experience specializing in deep injection design, permitting, and construction management services. Since 2006, Mr. McNabb has specialized in all aspects of deep injection well projects, working on nothing but Class V and Class I injection well projects for the entire time. His strong relationship with injection well regulators (FDEP) results in shortened permitting times for our clients. He will serve as the Principal-in-Charge for this project.

Rodney Miller, P.G. has more than 23 years of experience with a track record of meeting the water supply and wastewater disposal needs of clients. Between 2001 and 2016, Mr. Miller served as a hydrogeologist for the water resources group at a South Florida consulting firm named Arcadis. Mr. Miller has directed numerous Class I injection well systems through design, permitting, construction, testing, reporting and operation and has worked on Class I injection well systems throughout South Florida. Mr. Miller also has provided professional services for the design, construction, testing, monitoring, and rehabilitation of many water-supply wells completed in the Surficial and Floridan Aquifer.

## Hydrogeology Modeling and Permitting

**Liquid Solutions Group, LLC (LSG)** was formed 15 years ago to meet the water resources needs of both utilities and engineering firms. LSG's core expertise includes water resources and water supply engineering, planning, permitting, and modeling for a variety of applications. During the course of its operation, LSG has provided water resources services to a broad array of clients, including large public utilities, small private utilities, utility collaboratives, water management districts, and national



engineering firms. LSG is also certified as a minority business enterprise (MBE) by the State of Florida, Hillsborough County, Orange County, Osceola County, Polk County, and the City of Tampa.

LSG's staff are all licensed in the State of Florida as professional engineers or professional geologists. In addition, all staff have obtained graduate engineering degrees in water resources engineering or geology, and have over 20 years of experience as consulting engineers in Florida. Combined, our staff have over 100 years of combined water resources and hydrogeologic consulting experience in Florida. Furthermore, all LSG engineers are Board Certified Water Resources Engineers (BC.WRE) by the American Academy of Water Resources Engineers (AAWRE), a subsidiary of the American Society of Civil Engineers (ASCE).

LSG staff have performed in a wide variety of water resources projects throughout Florida, including design, permitting and modeling. Recent consumptive use permitting projects include leading the demand projection and groundwater modeling effort for the City of Melbourne as they received the first 30-year duration consumptive use permit (CUP) in the SJRWMD with no RAIs and a significant increase in allocation. Furthermore, LSG strategized, advocated for, and prepared the CUP application that led to Orange County Utilities being issued the first water conservation CUP extension in Florida. LSG is currently involved in 10 separate consumptive use permitting efforts throughout the state. Recent groundwater modeling projects include variable density groundwater flow modeling for the City of Ft. Myers in the SFWMD, variable density groundwater flow and geochemical modeling for the Hillsborough County SHARP Project, variable density groundwater flow modeling for the City of Tarpon Springs concentrate disposal well, and a geothermal modeling effort for a cooling system injection well in Miami-Dade County.

### ***Electrical Engineering and Instrumentation and Control (I&C)***

**C&W Engineering, Inc.** was established in 1992 and provides Electrical and I&C engineering and construction services specializing in municipal facilities. C&W is a certified local Small Business Enterprise (SBE) who is centrally located in West Palm Beach, FL conveniently serving clients (typically civil engineering firms, municipalities and private industry) throughout southeast, southwest and central Florida. C&W's areas of expertise include:

- WTP/WWTP
- Raw Water Supply Wells
- Photometric Analysis
- Pump Stations
- I&C, SCADA, and Telemetry Systems
- Roadway and Parking Lot Lighting
- Power Distribution



C&W has provided electrical and I&C subconsultant services to our clients over the past 30 years on numerous wells and other large projects.

### ***Structural Engineering***

**Wekiva Engineering, LLC** is a consulting engineering firm that provides structural engineering services for projects including water and wastewater facilities. HCE has a working relationship with Wekiva, having worked on various projects together for local utilities such as the City of Port St. Lucie,



Martin County Utilities, and South Martin Regional Utility. In addition to providing structural engineering services, Wekiva is experienced with providing value engineering ideas and solutions and will help ensure the City of Port St. Lucie receives the most cost-effective project design.

### ***Surveying***

**Betsy Lindsay, Inc.** (recently acquired by Haley Ward, Inc.) is a Surveying and Mapping Firm located in Stuart, Florida. The firm is deeply committed to supplying quality surveying services with the same professional staff that

you have worked with for the last 25 years and at the present time Haley Ward employs 14 employees, with 4 survey crews. Elizabeth A. Lindsay (Betsy), PLS is the lead Senior Project Surveyor for the Stuart office and has over 45+ years of experience in the Surveying and Mapping Business. Mrs. Lindsay has performed Boundary, Topographic, Quantity, Route, Bathymetric, R/W, Control Survey, and various types of Specific Purpose Surveys. Betsy is well versed in AutoCAD and Softdesk products for the efficient accurate production of survey field data into a quality final survey product. Past experience includes:

- Right of way and topographic surveys for the basis of engineering designs of water, sewer, paving and drainage for numerous projects throughout Palm Beach, Martin, Hendry, Collier, St. Lucie Counties.
- Boundary and Topographic Surveys including the location of wetlands and Mean High water lines to be utilized in engineering designs, subdivision design and preparation of final plats.
- Location of environmentally sensitive lands utilizing traditional survey methods and GPS with RTK.
- Boundary Surveys, Topographic surveys, Title review, legal description preparation and As-Built surveys in support of the restoration of the everglades.
- Establishment of a Geodic baseline using conventional survey methods and development of digital terrain models covering up to 26 miles.
- Data collection and coordination with underground locators for the preparation of detailed Topographical surveys.
- Survey for design of major and minor roadways to Department of Transportation standards.



### ***Geotechnical Engineering***

**Ardaman and Associates, Inc.** is a professional engineering corporation founded in 1959 by Dr. M.E. Ardaman and has continually provided engineering services in the practice of geotechnical engineering. The company was founded in Orlando and has expanded to meet the needs of our client community. Today, Ardaman is one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. Ardaman employs over 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Over our history, we have worked on more than 150,000 projects throughout the State, the U.S., and worldwide. This vast list of project experience includes services for virtually every type of public and private client associated with development and construction.



Curtis Robinson joined Holtz Consulting Engineers, Inc. in 2009. Mr. Robinson has over 21 years of experience in the design, permitting and construction administration of water, wastewater, and reclaimed water projects. He has worked on projects in Martin County and neighboring counties totaling over \$200 million.

### **Project Related Experience**

**Upper Floridan Aquifer Supply Well F-19 – City of Port St. Lucie** - HCE is providing professional engineering services related to the survey, geotechnical exploration, design, permitting, bidding, and construction for a new 1,350-foot deep Upper Floridan Aquifer Supply well for the City's James E. Anderson (JEA) Water Treatment Plant. The project design includes the new well, a well head with an 1,840-gpm vertical turbine well pump, a 250 kW LP standby generator, a concrete block building, concrete driveway, fencing, and other site improvements. HCE's team includes a hydrogeologist for well design, an electrical engineer for the electrical and communications design, and a structural engineer for the building design.

**Floridan Wellhead F-5 and Raw Water Main- Seacoast Utility Authority** – HCE provided surveying, design, permitting, bidding assistance, and construction administrative services for a new Floridan aquifer well including a stainless-steel wellhead, pump, stainless steel discharge piping, and a HDPE and PVC raw water main from the F-5 wellhead to the Hood Road Water Treatment Plant. This project included approximately 3,600 feet of 18-inch raw water main that was installed via open cut and horizontal directional drilling methods parallel to the Eastern Palm Beach-3C Canal and through an existing neighborhood.

**Surficial Aquifer Production Well Replacement and Rehabilitation Program – Seacoast Utility Authority**-HCE assisted Seacoast Utility Authority with a phased, multi-year program of replacing aged surficial aquifer production wells. HCE has assisted with the replacement of 33 wells in multiple phases. Each phase included separate design documents, permits from the Palm Beach County Health Department and the South Florida Water Management District, and bidding and construction assistance services. The wells were constructed by multiple

contractors. The replacement wells are located in the same easements or on the same sites as the original wells. These projects included hydraulic modeling of the raw water system, screened and open-hole wells, new well heads and raw water mains, and associated electrical and instrumentation.

**City of Port St. Lucie Glades-Tradition Reuse Water Main Project**- HCE provided professional engineering services related to the survey, geotechnical exploration, modeling, design, permitting, bidding, and construction for approximately 12,250 linear foot extension of the City's existing reuse water main originating from their Glades Wastewater Treatment Facility. The proposed extension started from the reuse water main's existing termination near Glades Cut-off Road and extended to the Glades Force Main Repump Station site at the end of SW Tradition Parkway right-of-way. The reuse water main extension allows the City to provide reuse water sales to the Tradition Irrigation Company and provide the transmission for future expansion of the reuse system to future developments.

**Martin Downs Inline Booster Pump Station – Martin County Utilities and Solid Waste Department** – HCE provided preliminary and final design, permitting, bidding and construction administrative services for an in-line booster pump station at the Martin Downs Master Re-pump Facility. The project included a new pump station with four new duty and jockey chopper-style pumps with VFDs and controlled on influent pressure. Two equalization tanks were included for emergency storage and operations flexibility.

### **Professional History**

2009-Present Holtz Consulting Engineers, Inc.  
2003- 2009 LBFH, Inc./Boyle Engineering/AECOM

### **Education**

Bachelor of Science in Civil Engineering, Missouri S&T, 2001  
Master of Science in Engineering Management, Missouri S&T, 2003

### **Registration**

Professional Engineer, Registration No. 65685, State of Florida

Harrison Barron is a graduate of the University of Florida and joined Holtz Consulting Engineers, Inc. in October 2016. Since starting at HCE, he has worked as a project engineer on several successful well rehabilitation, water distribution, wastewater collection, and treatment projects, as well as providing permitting and regulatory assistance to various clients.

### **Project Related Experience**

**Floridan Wellhead F-5 and Raw Water Main- Seacoast Utility Authority** – HCE provided surveying, design, permitting, bidding assistance, and construction administrative services for a new Floridan aquifer well including a stainless-steel wellhead, pump, stainless steel discharge piping, and a HDPE and PVC raw water main from the F-5 wellhead to the Hood Road Water Treatment Plant. This project included approximately 3,600 feet of 18-inch raw water main that was installed via open cut and horizontal directional drilling methods parallel to the Eastern Palm Beach-3C Canal and through an existing neighborhood.

**Hood Rd. 36-inch Raw Water Main – Seacoast Utility Authority** – HCE provided survey, design, permitting, bidding and construction engineering services for 3,200 linear feet of 36-inch raw water main located in easements and right-of-ways along Hood Road in Palm Beach Gardens, Florida. Over 3,600 linear feet of fiber optic conduit was also designed and constructed as part of the project. The project included PVC, HDPE and ductile iron pipe installed both via open-cut and directional drill methods.

**Well Replacement and Improvements Program – Village of Palm Springs** – Project engineer for the replacement of Well Nos. 9 & 10 for the Village of Palm Springs. The rehabilitation and replacement of these wells is being executed as multiple projects that are all part of a singular program to improve the Village's raw water systems. The project involves preparation of drawings and specifications of new wellhead piping, valves, pumps, power and controls, as well as connecting the wells to the Village's SCADA system. HCE is also providing construction oversight services, including shop drawing review, conducting progress meetings, and review of contractor applications for payment.

**iSIP Projects Neighborhood Water Main and Force Main Replacements – City of Boca Raton** – Project manager providing utility locating, geotechnical investigation, survey, design, permitting, bidding and construction services for infrastructure improvements in three neighborhoods. The upgrades generally include construction of larger diameter water mains to replace aged mains, relocation and elimination of rear water service lines, as well as roadway, stormwater, and sidewalk improvements. HCE has completed the design, permitting and construction of the Country Club Village and SW 18th Street neighborhood, which included a 16-inch water main under Interstate-95, and the SW 12<sup>th</sup> Ave corridor.

**Turtle Creek Series Septic to Sewer Conversion- Loxahatchee River District** – This project included the survey, design, permitting, bidding, and services during construction of approximately 12,000 linear feet of both gravity and low-pressure sewer systems to serve 138 residences which were on septic systems. The project was broken up into four phases.

### **Ground Storage Tank Nos. 5, 6, and 7 at the Hood Road Water Treatment Plant – Seacoast Utility Authority**

**HCE** provided professional services for the surveying and site investigation, design, permitting, bidding and construction administration of the addition of three new 2-MG prestressed-concrete ground storage tanks (GST) at the Hood Road Water Treatment Plant (WTP), including associated water main piping extensions, valves and fittings, electrical and instrumentation and site preparation. Work also included various yard piping improvements in the vicinity of the new GSTs.

### **Professional History**

2016-Present Holtz Consulting Engineers, Inc.  
2015- 2016 CH2M Hill, Inc.

### **Education**

Bachelor of Science in Environmental Engineering, University of Florida, 2015

### **Registration**

Professional Engineer, Registration No. 91550, State of Florida.

Mr. Fowler has over 20 years of experience in the design, permitting, and construction of projects that include water and wastewater treatment, pipelines, pump stations, production and injection wells, and reclaimed water production. Mr. Fowler also has experience in construction cost estimating and project management for underground utility general contractors, and in 2016 he obtained his general contractor's license.

### **Project Related Experience**

#### **Village of Palm Springs– Well No. 9 Replacement –**

Project manager for the engineering and hydrogeological services for the design, permitting, bidding, construction, and testing required to reconstruct one existing surficial aquifer production well in place. HCE performed all coordination with FPL for the design and temporary relocation of existing overhead power lines required to reconstruct the well. HCE completed the design, permitting, and bidding and will provide construction services.

#### **Village of Palm Springs– Kudza Rd Lift Station**

**Emergency Generator** – Project manager for the engineering and construction services for the design, permitting, bidding, and services during construction for the installation of an emergency generator and automatic transfer switch at the Kudza Road Lift Station. HCE performed the design, permitting, and bidding and will provide construction services.

#### **Lift Station 12 Improvements– City of Lake Worth**

**Beach** – Project manager that provided engineering, permitting, and construction services for a new submersible pump station to replace the existing pump station at the Palm Beach State College Lake Worth Campus. The existing pump station was a two-story building with a below-grade dry pit and wet well.

#### **Emergency Lift Station No. 88 Force Main**

**Replacement– Seacoast Utility Authority** – Mr. Fowler was the project manager for the survey, design, permitting, and construction of approximately 1,500 LF of 8" force main along Hood Road and the rehabilitation of Lift Station No. 88 including cleaning and recoating of the wet well, replacing the base plates, base elbows, riser piping, and all above-grade valves and piping. Also included is the disassembly and removal of the temporary force main and all restoration.

#### **Hood Road 36-inch Raw Water Main– Seacoast**

**Utility Authority** – Mr. Fowler was the project manager for the survey, design, permitting, bidding and construction engineering services for 3,200 linear feet of 36-inch raw water main located in easements and right-of-ways along Hood Road in Palm Beach Gardens, Florida. Over 3,600 linear feet of fiber optic conduit was also designed and constructed as part of the project. The project included multiple pipe materials which were installed via both open-cut and directional drill methods.

#### **Wastewater Treatment Plant Safety Improvements**

**– South Martin Regional Utility** – HCE provided the design, furnishing, and installation of several elevated aluminum platforms and stairways to provide the plant staff safe access to various areas and pieces of equipment for maintenance and operation. The project also included the design of upgraded LED lighting and additional site lighting to be implemented later.

#### **Avenue U and Avenue C Repump Station Improvements- Riviera Beach Utilities Special District**

**–** HCE provided survey, design and permitting, and construction administrative services for civil mechanical, and electrical upgrades to the District's potable water repump stations located at Avenue C and Avenue U. At Avenue C, improvements include replacement of station piping, replacement of 60-HP and 70-HP booster pumps, installation of a new generator, and removal of an underground propane fuel tank. At Avenue U, improvements include replacement of lift station piping, installation of two new 100-HP booster pumps, and replacement of existing electrical equipment.

#### **Professional History**

2013-Present Holtz Consulting Engineers, Inc.

2013- 2013 Johnson Davis, Inc.

2010-2013 AKA Services, Inc.

2004-2010 LBFH, Inc./Boyle Engineering/AECOM  
**Education**

Bachelor of Science in Environmental Engineering,  
University of Florida, 2003

#### **Registration**

Professional Engineer, Registration No. 69039, State  
of Florida

Certified General Contractor, Florida, Registration  
No. CGC1525114

Christine Miranda has been a Client Service Manager and Project Manager with Holtz Consulting Engineers, Inc. since 2012. Ms. Miranda is experienced in successfully managing multiple projects, from small, fast paced projects to large projects with numerous disciplines and subconsultants. She brings over 25 years of experience in the design of water treatment and distribution systems, pumping stations, permitting, and SRF funding assistance.

#### **Project Related Experience**

**Hood Rd. 36-inch Raw Water Main – Seacoast Utility Authority** – HCE provided survey, design, permitting, bidding and construction engineering services for 3,200 linear feet of 36-inch raw water main located in easements and right-of-ways along Hood Road in Palm Beach Gardens, Florida. Over 3,600 linear feet of fiber optic conduit was also designed and constructed as part of the project. The project included PVC, HDPE and ductile iron pipe installed both via open-cut and directional drill methods.

**City of Stuart Reverse Osmosis Water Treatment Plant- City of Stuart** - HCE is responsible for the design of the stormwater management, site work, and yard piping for this 1.5 MGD upgrade to the City of Stuart Water Treatment Facility. The project also included a design of an approximate one-mile 12" RO concentrate force main from the water treatment plant to a deep well injection at the wastewater plant. The site work consisted of new driveways, fencing, stormwater management including two rain gardens, and yard piping to connect the new and existing facilities. Permitting was required through FDEP for the stormwater management and the City of Stuart for the site plan and associated work. HCE is also responsible for the State Revolving Fund (SRF) administration during construction for this project.

**iSIP Projects Neighborhood Water Main and Force Main Replacements – City of Boca Raton** –

HCE is providing utility locating, geotechnical investigation, survey, design, permitting, bidding and construction services for infrastructure improvements in three neighborhoods. The upgrades generally include construction of larger diameter water mains to replace aged mains, relocation and elimination of rear

water service lines, as well as roadway, stormwater, and sidewalk improvements. HCE has completed the design, permitting, and construction of the Country Club Village and SW 18th Street neighborhood, which included a 16-inch water main under Interstate-95, and the SW 12<sup>th</sup> Ave corridor.

**Water Distribution Improvements - City of Stuart**

Project included design, permitting, and Florida Department of Environmental Protection (FDEP) State Revolving Fund funding assistance, of approximately 59,000 linear feet of 6-inch through 12-inch water mains in existing residential neighborhoods and commercial developments for the City of Stuart. The new mains replaced inadequately sized mains, looped dead ends, old mains, and increase fire protection for the City. The mains are located in City, County, and FDOT right-of-ways.

**Port St. Lucie Blvd. Utility Adjustment Plans– City of Port St. Lucie** –

This project includes preparation of water and sewer utility adjustment engineering plan sheets for three separate projects along Port St. Lucie Blvd. Plan and profile utility sheets based upon FDOT standards were prepared based upon the contract roadway and drainage plans. Utility adjustments for both the water and sewer system included adjustments in place, relocations of several portions of water main and force main systems within the project corridor, and the inclusion of additional fittings and/or extension of mains to provide connections for future development.

**Professional History**

2012-Present Holtz Consulting Engineers, Inc.  
1999-2012 LBFH Inc./Boyle Engineering/AECOM

**Education**

Bachelor of Science in BioResource Engineering,  
Rutgers University, 1999

**Registration**

Professional Engineer, Registration No. 60906, State of Florida

**Professional Affiliations**

Florida Water Environment Association, Past Director-At-Large

Benjamin Fecko holds a Bachelor and Master's degrees in civil engineering from Penn State University. Ben has over 17 years of experience in providing client and engineering services for local water and wastewater utilities. He excels at wastewater distribution and collection system design, permitting, and construction management and, since starting in September 2020, has already become an important member of the HCE team.

### **Project Related Experience**

**City of Port St. Lucie Glades-Tradition Reuse Water Main Project-** HCE provided professional engineering services related to the survey, geotechnical exploration, modeling, design, permitting, bidding, and construction for approximately 12,250 linear foot extension of the City's existing reuse water main originating from their Glades Wastewater Treatment Facility. The proposed extension started from the reuse water main's existing termination near Glades Cut-off Road and extended to the Glades Force Main Repump Station site at the end of SW Tradition Parkway right-of-way. The reuse water main extension allows the City to provide reuse water sales to the Tradition Irrigation Company and provide the transmission for future expansion of the reuse system to future developments.

**Wastewater Treatment Plant and Lift Station Improvements – Village of Indiantown** – HCE is providing design and permitting services for proposed improvements at the WWTP to increase the annual average daily flow by 0.45 MGD to a total of 1.2 MGD, AADF, while also providing Class I reliability for operation of the plant, which is required prior to modifying the Village's reuse system to be able to provide Part III Reuse to residential customers. HCE is also providing design and permitting services for the replacement of the 150th Street and Famel Lift Stations as well as rehabilitation and upgrade of the New Hope Lift Station, including all related mechanical, electrical, piping and site work.

**Sailfish Ball Field Force Main Replacement – City of Stuart** – HCE provided design, permitting, and bidding assistance for the replacement of a portion of the 24-inch force main system located at the Stuart Middle School property. This force main segment went beneath the Middle School property, was adjacent to above grade improvements, and had shown

indications of it being at the end of its useful life in the recent years. The existing force main was constructed of unlined ductile iron and based on existing flows at the wastewater reclamation facility was oversized. A new 20-inch force main was routed around the Middle School property for an approximate length of 2,220 linear feet. The new mains were installed by both open-cut and horizontal directional drill methods.

**Port St. Lucie Boulevard Utility Relocations- City of Port St. Lucie** – HCE completed the design of water and sewer utility relocations over a stretch of 1.8 miles of Port St. Lucie Blvd. in the City of Port St. Lucie, FL. The relocation of utilities was required in coordination for the proposed widening of the roadway and associated drainage improvements along the same route from Parr Drive to Darwin Blvd. The force main and water mains to be relocated varied in size from 2-in to 16-in diameter.

**City of Stuart Reverse Osmosis Water Treatment Plant- City of Stuart** - HCE is responsible for the design of the stormwater management, site work, and yard piping for this 1.5 MGD upgrade to the City of Stuart Water Treatment Facility. The project also included a design of an approximate one-mile 12" RO concentrate force main from the water treatment plant to a deep well injection at the wastewater plant. The site work consisted of new driveways, fencing, stormwater management including two rain gardens, and yard piping to connect the new and existing facilities. Permitting was required through FDEP for the stormwater management and the City of Stuart for the site plan and associated work.

### **Professional History**

2020-Present Holtz Consulting Engineers, Inc.  
2017-2020 Giangrande Engineering and Planning  
2011-2017 Gonzalez Companies (St. Louis, MO)  
2006-2011 Boyle Engineering/AECOM

### **Education**

Bachelor of Science in Civil Engineering, The Pennsylvania State University, 2004  
Master of Science in Civil Engineering, The Pennsylvania State University, 2006

### **Registration**

Professional Engineer, Registration No. 70865, State of Florida

Matthew Paymer joined Holtz Consulting Engineers, Inc. in June 2015. Since starting at HCE, he has served as a project engineer for the design, permitting, and construction administration of water, wastewater and reclaimed water projects. Matt is a skilled hydraulic modeler and has developed utility models for several clients in South Florida.

### **Project Related Experience**

**Western Utility Extension Wastewater System Modeling – Martin County Utilities** –HCE provided modeling services to evaluate providing wastewater services to several existing and proposed entities located along the SW Martin Highway corridor between Interstate I-95 and Florida's Turnpike. The project included the sizing, preliminary design, and preliminary cost estimates of over 35,000 linear feet of 4, 6, and 8-inch PVC force main along SW Martin Highway, SW Citrus Blvd., and SW Bush St. required to connect wastewater flow from the Western Utility Extension to the existing MCU wastewater transmission system. HCE also determined the expected peak-hour wastewater flows and connection pressures of the Western Utility Extension entities. Additionally, the project determined the impacts to, and associated improvements required for, the MCU wastewater force main transmission system resulting from the addition of peak-hour wastewater flow from the Western Utility Extension.

**Golden Gate Wastewater Modeling – Martin County Utilities** –HCE assisted Martin County Utilities by updating their existing wastewater master plan and hydraulic model to incorporate additional wastewater flow to the existing wastewater transmission system due to the construction of new developments within the Tropical Farms service area, most notably the Golden Gate development. The existing MCU wastewater hydraulic model includes numerous MCU owned and operated wastewater pump stations, miles of wastewater pipeline, two (2) inline booster pump stations, and the Tropical Farms Wastewater Treatment Facility. HCE evaluated the expected peak-hour wastewater flows and new lift stations that would connect to the existing MCU wastewater transmission system. HCE worked with MCU to determine a phasing plan that determined the

anticipated sequence that new developments would connect to the existing wastewater transmission system. HCE created new hydraulic model scenarios that matched the wastewater flows developed in the master plan update and phasing plan. HCE analyzed the results of the model scenarios to identify additional improvements to the existing MCU wastewater transmission system necessary to support the construction of the new developments during each phase. Improvements to the existing wastewater transmission system included the construction of parallel pipelines and improvements to the existing Dixie Park Inline Booster Pump Station.

**Potable, Reclaimed, and Wastewater System Modeling – Seacoast Utility Authority** – Matt has developed several calibrated hydraulic models for Seacoast Utility Authority (SUA) of the potable water distribution system, reclaimed water transmission system, and wastewater transmission system and, utilizing those calibrated models, performed several hydraulic modeling scenarios. The hydraulic models were drawn in the ESRI GIS environment as fully connected geometric networks and then imported and developed using Innovyze Infowater hydraulic modeling software. Pipes were assigned diameters and roughness coefficients based on size and material from available SUA record drawings or GIS, node elevations were assigned based on USGS lidar topography, and model boundary conditions were assigned based on information from SUA staff. The models were calibrated to most closely match SCADA records during peak flow conditions or various field tests if applicable (i.e. hydrant flow tests).

### **Professional History**

2015-Present Holtz Consulting Engineers, Inc.

### **Education**

Bachelor of Science in Environmental Engineering, University of Florida, 2015

### **Registration**

Professional Engineer, Registration No. 88732, State of Florida.

### **Certifications**

WaterGEMS Certified Master Modeler

Kristin Fecko holds Bachelor's and Master's degrees in civil engineering from Syracuse and Penn State University, respectively. She also has a Master's in Technical Communications from the University of Central Florida. Kristin has over 16 years of experience in providing grant research, application, and management experience. She joined HCE in April 2022.

### **Project Related Experience**

**SRF, Sewer System Pipe Lining and Vacuum Truck Purchase – City of Lake Worth Beach –** HCE is providing planning, design, bidding, and loan application assistance to the City of Lake Worth Beach for their pipe lining remediation program. HCE researched capital purchase regulations to help the City optimize the replacement of their existing vacuum truck. This is a phased program, and HCE is assisting the City to prioritize areas for lining and repair based on a Wastewater Infiltration & Inflow Study of its system.

**FDEP Resilient Florida – City of Port St. Lucie, City of West Palm Beach, City of Lake Worth Beach, City of Riviera Beach –** HCE submitted planning and implementation funding applications on behalf of several clients to the FDEP Resilient Florida Program. Projects included vulnerability assessments, adaptation planning, stormwater and wastewater improvements to help cities adapt to sea level rise and climate changes. To date, multiple applications have been funded, including nearly \$9 million in wastewater improvements.

**Fire Department Support Grants - City of Riviera Beach –** HCE has submitted applications for funding assistance for the Riviera Beach Fire Rescue department, including applications to the Solid Waste Authority of Palm Beach County, the Firehouse Subs Public Safety Foundation, and FEMA Assistance to Firefighters Grant programs. HCE met extensively with Fire Rescue staff to understand equipment and facility needs.

**FDEM Residential Undergrounding of Power Lines- Village of Golf -** HCE is responsible for the grant application and management for a nearly \$2.2 million power line undergrounding initiative throughout the Village. HCE coordinates with the project engineer, manager, Village staff, and State personnel to manage reimbursements to the Village, maintain documentation, and provide closeout services at the completion of project construction.

**FDEM Low Pressure Grinder Electrical Panel Replacements – City of Port St. Lucie -** HCE provided design, bidding, construction management, and grant application and management support to replace nearly 1,000 residential electrical panels with generator receptacles. This allows for residential sewage stations to pump immediately after storm events and prevent sewage overflows at multiple low pressure grinder locations.

**Funding Research – City of Port St. Lucie, City of Lake Worth Beach, City of Riviera Beach, Village of Tequesta -** HCE provides research and networking support to assist clients in finding funding opportunities and encourage regional partnerships, in order to help realize planned capital projects and system analyses.

### **Professional History**

2022-Present Holtz Consulting Engineers, Inc.,  
2019- 2022 Cotleur & Hearing (FPL Contract)  
2016-2018 Giangrande Engineering & Planning  
2014-2015 Gonzalez Companies  
2011-2013 St. Louis University  
2005-2011 LBFH, Inc./Boyle Engineering/AECOM

### **Education**

Bachelor of Science cum laude in Civil Engineering, Syracuse University, 2003  
Master of Science in Civil Engineering, The Pennsylvania State University, 2005  
Master of Arts in English, Technical Communications, University of Central Florida, 2014

### **Registration**

Professional Engineer, Registration No. 69812, State of Florida

Brad Gilbert is a graduate of Florida Gulf Coast University and joined Holtz Consulting Engineers, Inc. full-time in August 2022 after being an intern the summer prior. Since starting at HCE, he has served as a project engineer for the design, permitting, and construction administration of several water and wastewater projects and has assisted in grant writing and administration on several projects. Brad is skilled in hydraulic modeling and has developed utility models for clients in South Florida.

### **Project Related Experience**

**S Congress Ave Force Main Project– Village of Palm Springs** –HCE provided modeling services to evaluate providing wastewater services to several existing and proposed entities located along the S Congress Ave corridor between Forest Hill Blvd and Summit Blvd. The project included the sizing, preliminary design, and preliminary cost estimates of 5,600 linear feet of 4-inch force main.

**Reconstruction of Surficial Aquifer Wells No. 9 & 14– Village of Palm Springs** –HCE provided professional services for the survey, modeling, design, permitting, bidding, assistance, and construction administration for the rehabilitation and replacement of existing surficial aquifer wells. The projects involve hydraulic modeling of the Village of Palm Spring's raw water system, pump selection, preparation of drawings and specifications of new wellhead piping, valves, pumps, power and controls, as well as connecting the wells to the Village's SCADA system. HCE is also providing construction oversight services, including shop drawing review, conducting progress meetings, and review of contractor applications for payment.

**Grant Administration for Low Pressure Grinder Electrical Panels Replacement– City of Port St. Lucie** – HCE prepared the grant application that was awarded for the City of Port St. Lucie replacement of 991 residential low-pressure grinder pump station electrical panels with new panels that include generator receptacles. HCE also provided grant management and administration services during the project including monthly and quarterly progress

reports, review of preconstruction videos, pay applications, and project close-out forms.

**iSIP Projects Neighborhood Water Main and Force Main Replacements – City of Boca Raton**–HCE provided utility locating, geotechnical investigation, survey, design, permitting, bidding and construction services for infrastructure improvements in several neighborhoods. The upgrades generally include construction of larger diameter water main and force mains to replace aged mains, relocation and elimination of rear water service lines, as well as roadway, stormwater, and sidewalk improvements. HCE has completed the design, permitting and construction of the Boca Square neighborhood, which included installation of approximately 2,500 linear feet of 12" DIP force main and 23,300 linear feet of water main ranging from 4" to 12".

**Wastewater Hydraulic Modeling and Master Plan– South Martin Regional Utilities** – Brad is developing a calibrated hydraulic model for South Martin Regional Utilities (SMRU) of the wastewater transmission system. The model will be used to evaluate infrastructure improvements required to meet future conditions based on estimated wastewater flows from planned developments and potential build-out developments based on zoning in the service area. The hydraulic model was created using the Bentley WaterGEMS hydraulic modeling software. Pipes were assigned diameters and roughness coefficients based on size and material from available SMRU record drawings or GIS, node elevations were assigned based on USGS lidar topography, and model boundary conditions were assigned based on information from SMRU staff.

### **Professional History**

2022-Present Holtz Consulting Engineers, Inc.

### **Education**

Bachelor of Science in Environmental Engineering, Florida Gulf Coast University, 2022

### **Registration**

Engineer Intern, License No. 1100026149, State of Florida.

Lawrence Lardieri brings over 47 years of comprehensive utility engineering experience to the HCE team. Mr. Lardieri has diverse experience in the water and wastewater sector, and has worked on projects including master planning, sanitary sewer collection/transmission, pump station design, and facility rehabilitation, among others. As part of this contract, he will provide design, general engineering guidance and quality assurance.

#### **Project Related Experience**

**Emergency Lift Station No. 88 Force Main Replacement- Seacoast Utility Authority** – HCE provided survey, design, permitting, and construction administration services of approximately 1,500 LF of 8" force main along Hood Road and the rehabilitation of Lift Station No. 88 including cleaning and recoating of the wet well, replacing the base plates, base elbows, riser piping, and all above-grade valves and piping. Also included was the disassembly and removal of the temporary force main and all restoration.

**iSIP Projects Neighborhood Water Main and Force Main Replacements – City of Boca Raton** – HCE is providing utility locating, geotechnical investigation, survey, design, permitting, bidding and construction services for infrastructure improvements in three neighborhoods. The upgrades generally include construction of larger diameter water mains to replace aged mains, relocation and elimination of rear water service lines, as well as roadway, stormwater, and sidewalk improvements. HCE has completed the design, permitting, and construction of the Country Club Village and SW 18th Street neighborhood, which included a 16-inch water main under Interstate-95, and the SW 12<sup>th</sup> Ave corridor.

**26<sup>th</sup> Street & Flagler Drive Stormwater Improvements – City of West Palm Beach** – Assisting the City of West Palm Beach with the replacement of all underground public utilities along 26th Street including water, gravity sewer, and stormwater. HCE is providing professional engineering services including field investigation, survey, and design for numerous existing utilities in an existing residential neighborhood along 26th street in West Palm Beach. In addition to complete utility replacement, this project includes roadway

reconfiguration, design of new crosswalks and traffic calming facilities, and improvements to the existing landscaping. This project includes significant amounts of public outreach and coordination with the City and includes unique challenges due to the age of the existing infrastructure.

**Wastewater Treatment Plant and Lift Station Improvements – Village of Indiantown** – HCE is providing design and permitting services for proposed improvements at the WWTP to increase the annual average daily flow by 0.45 MGD to a total of 1.2 MGD, AADF, while also providing Class I reliability for operation of the plant, which is required prior to modifying the Village's reuse system to be able to provide Part III Reuse to residential customers. HCE is also providing design and permitting services for the replacement of the 150th Street and Famel Lift Stations as well as rehabilitation and upgrade of the New Hope Lift Station, including all related mechanical, electrical, piping and site work.

**Tropical Farms Wastewater and Water Treatment Facilities - Martin County** - Engineer of record for and directed design and permitting of the on-site master surface water management system for expansion of the existing wastewater treatment plant and water treatment plant, both located on the same site. Was also responsible for preparation of the paving, grading, and drainage improvements, and design of four on-site wastewater lift stations.

#### **Professional History**

2020-Present Holtz Consulting Engineers, Inc.  
1989- 2020 LBFH, Inc./Boyle Engineering/AECOM  
1988-1989 William M. Bishop Consulting Engineers  
1986-1988 R.J. Vilardi and Associates, Inc.  
1984-1986 Lardieri Engineering and Construction  
1975-1984 Palm Beach County Water Utilities/Seacoast Utilities Authority  
1974-1975 City of Boynton Beach

#### **Education**

Bachelor of Science in Civil Engineering and Construction Technology, Temple University, 1974

#### **Registration**

Professional Engineer, Registration No. 26948, State of Florida

# **David McNabb, P.G.**

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## **McNabb-Miller Hydrogeologic Consulting, Inc.**

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### **Project Related Experience**

#### **McNabb-Miller Hydrogeologic Consulting, Inc. (2006-present) - President/Senior Hydrogeologist**

**Florida Power & Light Turkey Point Clean Water Recovery Center Injection Well System** – Provided design and permitting services for the FPL Clean Water Recovery Center Class I injection well system. Currently providing construction administration services for the injection well system. This project is being performed with Holtz Consulting Engineers, Inc. as a sub-consultant to McNabb-Miller Hydrogeologic Consulting, Inc.

**City of Hollywood Southern Regional WWTP Deep Injection Wells Design and Permitting** – Provided design, permitting and construction administration services for the deep injection well system at the City's Southern Regional WWTP.

**Ft. Lauderdale Prospect Lake WTP Deep Injection Well System** – Provided design and permitting services for the Ft. Lauderdale Prospect Lake Clean Water Center WTP. Currently providing construction administration services for the injection well system.

**Florida Power & Light Okeechobee Clean Energy Center Deep Injection Well System** – Provided design, permitting, construction administration and reporting services for the deep injection well system at the FPL Okeechobee Clean Energy Center.

**Florida Power & Light West County Energy Center Deep Injection Well System** – Provided design, permitting, construction administration and expert witness services for the deep injection well system at the FPL West County Energy Center. Also provided mechanical integrity testing and injection well system permit renewal services.

**Fort Pierce Utilities Authority Water Treatment Facility Industrial Deep Injection Well IW-2** – Provided consulting services for design and permitting of Class I Industrial deep injection well IW-2 at the Authority's Water Treatment Facility.

**Port St. Lucie Injection Well Systems** – Provided regulatory compliance assistance for each of the City's deep injection well systems. Services provided included operating permit renewals and mechanical integrity testing of the City injection well systems. Additional services included plugging and abandonment of the Northport WWTP injection well system, acidization of the Glades WWTP injection well, and repair of the JEA WTP injection well.

#### **LBFH, Inc. (2003 – 2006) - Hydrogeology Manager**

Hydrogeology manager focused primarily on deep injection well, Aquifer Storage and Recovery (ASR) well, and production well design, permitting and construction management projects.

#### **Arcadis, Inc. (2002 – 2003) - Deep Injection Well Services Program Manager**

Served as the firm's program manager for deep injection well design, permitting, and construction oversight projects. Duties included project business development for deep injection well projects. Additional responsibilities included technical quality control of Groundwater Program projects.

#### **CH2M HILL, Inc. (1995 – 2002) - Project Manager and Hydrogeologist**

Was responsible for managing projects involving siting, design, construction oversight, testing, and obtaining permits for deep injection wells and ASR wells.

#### **Florida DEP, Underground Injection Control (1992-1995) - Professional Geologist**

Responsibilities included the review and evaluation of Class I and Class V injection well and ASR well permit applications and proposed well construction and testing plans.

#### **Mobil Oil Corporation (1987-1992) - Exploration Geologist**

Was responsible for conducting large-scale regional geologic studies to assess the hydrocarbon potential of numerous Mesozoic rift basins. Also conducted short-term and long-term mapping projects for much of Southeast Asia and South America, using conventional and computer-aided techniques.

### **Education**

1985, B.S. Geology, Indiana University

1991, M.S. Geology, University of Texas at Arlington

# Rodney J. Miller, P.G.

## McNabb-Miller Hydrogeologic Consulting, Inc.

### Project Related Experience

#### **McNabb-Miller Hydrogeologic Consulting, Inc. (2024-present) - Vice President/Senior Hydrogeologist**

**Ft. Lauderdale Prospect Lake WTP Deep Injection Well System** – Providing construction administration services and technical support for the Ft. Lauderdale Prospect Lake WTP. This project is being performed while teamed with Brown & Caldwell. Drilling is scheduled to commence in February 2024.

**FPL Turkey Point CWRC Deep Injection Well System** – Providing construction administration, technical support and partial onsite oversight services. Injection well DIW-2 and dual-zone monitor well DZMW-2 complete and being operationally tested as of July 2024. Construction of the second and final injection well (DIW-3) ongoing as of July 2024.

**Port St. Lucie Westport WWTF Injection Well System** – Prepared report tabulating, plotting and interpreting water quality data for 2023. Prepared similar reports for several previous years.

#### **JLA Geosciences, Inc., Jupiter, FL (2016 to 2024) - Senior Hydrogeologist**

**FPL Okeechobee Clean Energy Center Floridan Aquifer Wells** – Professional geologist and client contact for construction of six large-diameter Floridan Aquifer production wells; five wells completed in the Upper Floridan Aquifer (UFA) and one dual-zone well completed in the UFA and Avon Park Producing Zone. Project includes a multi-well aquifer performance test and analysis. Project completed under an aggressive 24 hours per day, seven days per week schedule. Responsible for construction management and field oversight. Prepared construction and testing completion reports.

**Stuart Floridan Aquifer Test Well** – Prepared design and technical specifications for bidding of subsurface portion of a Floridan Aquifer test well. Performed contract administration, construction management and oversight. Prepared construction and testing completion report.

**Palm Beach County Lake Region (Belle Glade) Floridan Aquifer Well** – Performed contract administration, construction management and oversight of a Floridan Aquifer production well. Prepared construction and testing completion report.

**FPL Turkey Point Cooling Canal System** – Prepared plan and specifications to perform testing and rehabilitation of multiple Floridan Aquifer supply wells used for supplemental water into the cooling canal system. Prepared specifications and performed construction management of two additional Floridan Aquifer wells. Performed contract administration with Holtz Consulting Services and Florida Design Drilling to equip the wells with vertical turbine pumps, electrical and instrumentation.

#### **Arcadis, West Palm Beach, FL (2001 to 2016) - Hydrogeologist / Senior Hydrogeologist**

**Sunrise** – Performed lead role in contract administration, construction management and oversight of two Floridan Aquifer test wells. Provided oversight and analyzed comprehensive testing performed to evaluate complex hydraulic and water quality profile. Florida Design Drilling performed the drilling and construction services.

**Tequesta, Seacoast Utility Authority (SUA), Highland Beach** – Performed construction oversight and conducted aquifer performance testing of four separate Floridan Aquifer production wells.

### Education

1999, B.S. Geology, Ashland University, Ohio

1999, B.S. Environmental Science, Ashland University, Ohio

### Professional Licenses

State of Florida, Professional Geologist, No. 2504

# Brian Megic, PE, D.WRE | Principal Engineer

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**Firm/Location:**  
LSG, Geneva, FL

**Education:**  
ME, Civil Engineering,  
University of Florida,  
1998  
BSCE, Civil  
Engineering, University  
of Florida, 1996

**Years of Experience:**  
26

**Registrations &  
Certifications:**  
Professional Engineer  
No. 58112 (FL) and  
No. 95024 (TX)

**Highlights:**  
Currently tracking  
WMD WUPs,  
rulemaking issues and  
performing WUP  
modeling for Toho

Has provided water  
resources engineering,  
facilitation, permitting,  
peer review, and water  
supply advocacy  
services to the STOPR  
Group utility  
consortium since their  
inception in 2006

Expert user of regional  
groundwater flow  
models developed by  
the water management  
districts

**SFWMD WUP Modification, Toho, 2020-2022:** Providing groundwater modeling in support of a WUP modification to the SFWMD to consolidate Toho's main and Northeast District WUPs, modify the currently permitted wellfield pumping distribution, and add Toho's proposed 160-Acre Site AWS Project, which will increase Toho's groundwater allocation from approximately 45 to 53 MGD AADF. Mr. Megic is also assisting with the development of water and reuse demand and non-potable water supply projections to support the application.

**WUP Tracking and Reporting, Toho, 2020-Present:** Performing a weekly review, evaluation, and report of new WUP or WUP modification applications submitted to the SFWMD within Osceola County. Applications are reviewed to determine if they could have an adverse impact on Toho, or if the applicants are existing or potential new customers to the water or reuse systems.

**STOPR Group Water Supply Planning, Advocacy, and Peer Review Services, 2006-Present:** On-going professional water resources engineering consulting, permitting, peer review, and water supply advocacy services on the following specific tasks:

- 2020 CFWI RWSP Development (2017-2020): On the Hydrologic Analysis Team (HAT) developing the East Central Florida Transient-Expanded (ECFTX) groundwater flow model and the Groundwater Availability Team (GAT) estimating the Floridan aquifer sustainable yield.
- CFWI Rule Development (2020-2021): Served as a technical representative assisting with the review and development of proposed water use permitting rule language related to impact analyses, saline water intrusion, and conservation (completed in June 2021).
- SFWMD Reservation Development (2007-2021): Reviewing, evaluating and commenting on the SFWMD's Kissimmee Basin Reservation rule and models developed (completed February 2021).
- Evaluation of recent FDEP wastewater and reuse regulations (on-going).
- 2015 CFWI RWSP Development: Representative on the HAT developing the ECFT groundwater model; the MFL team developing MFL constraints for the RWSP; the GAT estimating the sustainable yield of groundwater resources; the RWSP team in developing reclaimed water supply and demand projections; and water supply advocacy review of the RWSP.

**Indian Ridge SFWMD WUP; Toho; Osceola County, Florida; 2019-2020:** Performed regional transient groundwater modeling in support of a modification to integrate Toho's Seralago GC WUP allocation into Toho's Indian WUP.

**Northeast District SFWMD WUP; Toho; Osceola County, Florida; 2018-2019:** Developed potable and reclaimed water demand projections and performed regional groundwater modeling of a new 2 MGD groundwater withdrawal and associated 2 MGD allocation reduction via substitution credit.



## Michael A. Guida, P.E.

*C&W Engineering, Inc. - President/Electrical Engineer*

### **Professional Employment History**

Michael has over 30 years of proven experience in commercial, industrial, health care, educational, residential and photovoltaic designs for construction. His experience includes electrical engineering design and project management of various municipal, commercial, industrial, educational and health care facilities. He has project managed and coordinated/designed projects with Electrical, HVAC, Plumbing and Fire Protection systems through to completed construction. He has a firm knowledge of FFPC, NFPA codes, Florida Building Code and of course NEC.

### **Representative Projects**

#### **Palm Beach County Lift Station Rehabilitation Project B, Bid Pkg. 2**

Work Included new service wires, conduit, main service, control panel; sizing for pumps and voltages.

#### **Okeechobee Deep Well Injection System**

Designed two new deep injection wells including power and control systems monitored remotely through SCADA.

#### **Okeechobee Utility Authority Water Treatment Plant – High Service and other Plant improvements**

The work included filter effluent transfer pump rehabilitation and provided server improvements to the ground storage tank, a new sludge thickener, including new high service pump station, modifications to the existing electrical system and a new main breaker.

#### **Martin County Golden Gate Vacuum Sewer Pump Station**

The project included conversion of septic to vacuum sewer including a new pump station building with VFD equipment, generator, ATS switch, building lighting and miscellaneous field instruments.

#### **West Palm Beach ECR Water Reclamation Facility**

The project included GBT building, HVAC evaluation and design, electrical and HVAC load calculations, design.

#### **Palm Beach A-7 Pump Station**

Upsizing of pumps to 12HP, reuse the power service, reuse and modify control panel, wet well level control system, RTU points.

#### **Palm Beach E-3 and G-9 Sanitary Pump Station Improvements**

The work included Electrical Engineering and design of new control panels, conduits, service conductors, main breakers. New RTU system, as needed. New remote telemetry system.

#### **Pembroke Pines WWTP Rehabilitation, Phase 1**

The project included Electrical Engineering and design of new control panels, conduits, service conductors, main breakers. RTU system, as needed and new remote telemetry system.

### **Education**

BS in Electrical Engineering, 1993  
Florida Atlantic University

### **FL Registration:**

PE No. 60755

### **Professional Associations:**

Florida Engineering Society (FES)  
Florida Institute of Consulting Engineers (FICE)

### **Professional Experience:**

C&W Engineering, Inc. - 5 years  
MAG Engineering – 14 years  
Delta G Consulting – 9 years  
Smith Seckman Reid, Inc. – 2 years  
Steven Feller, P.E. – 3 years  
C&W Engineering – 2 years  
Teele & Associates – 1 year



**David S. Morris, P.E.**  
Principal Engineer  
Wekiva Engineering, LLC

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## Summary

Mr. Morris has 18 years of experience in the field of structural engineering, where he has been intimately involved during all phases of design and construction for new and existing structures and facilities. In addition, he routinely performs field observations and performs structural evaluations of existing structures. His technical expertise combined with his knowledge and experience of construction practices results in effective and economical designs with exceptional results.

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## Experience

Mr. Morris has especially extensive experience providing structural engineering services for infrastructure projects, including water treatment, wastewater treatment and water conveyance facilities. Mr. Morris' responsibilities include performing structural calculations and the preparation of structural calculations. Mr. Morris can conduct analysis based on sound fundamental principles including finite element modeling in commercial software packages (Risa-3D and Autodesk ROBOT Structural Analysis). He has provided structural engineering services to government agencies, consulting engineers, architects and other design professionals alike. His structural engineering experience includes the design of environmental structures, low-rise building structures, reservoirs, retaining walls, spillways and channel structures.

An exemplary listing includes:

- City of Port St. Lucie Upper Floridian Aquifer Supply Well F-19, Port St. Lucie, FL
- Orange County Oak Meadows WSF Well Houses, Orlando, FL
- South Bermuda WRF Upgrades and Expansion, Kissimmee, FL
- South Martin Regional Utility SMRU WWTP Filter and CCC Improvements, Hobe Sound, FL
- OIA – WS 110 South Terminal C, Phase 1 Lift Station #3, Orlando, FL
- Talleyrand Pump Station Gate Replacement, JEA, Jacksonville, FL
- Turnpike WRF Dewatering Facility, Leesburg, FL
- MacDill AFB Headworks and Grit Improvements, Tampa, FL
- City of Oviedo WWTP Expansion, City of Oviedo, FL
- EWRF Phase V, Orange County, FL
- Eustis Eastern WWTP Expansion, City of Eustis, FL
- Airport SWWTP Improvements, Hernando County, FL
- Lift Station No.1 Improvements, City of Orlando, FL
- Cape Canaveral WWTP Improvements, City of Cape Canaveral, FL
- Zephyrhills WWTF Upgrades, City of Zephyrhills, FL

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## Education

M.S. Civil Engineering, University of Central Florida, 2011  
B.S. Civil Engineering, University of Central Florida, 2008

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## Registration

Professional Engineer: California, Texas, Louisiana, Florida and Georgia.



# Elizabeth A. Lindsay, PLS

## Regional & Senior Project Manager

[blindsay@haleyward.com](mailto:blindsay@haleyward.com) | 772.286.5753

Elizabeth "Betsy" has 45 years of experience in land surveying and is a Licensed Professional Land Surveyor. Her expertise includes computations and coordination for survey related projects including land subdividing, platting, submerged land lease exhibits, environmental field surveys, bathymetric surveys, road right-of-way and construction surveys, boundary surveys, client liaison, and project management.

### PROFESSIONAL HISTORY

#### 2023 – Present

Haley Ward, Inc.  
Regional Manager | Senior Project Manager

#### 1998 - 2023

Betsy Lindsay, Inc.  
President

#### 1993 - 1998

Keith and Schnars, P.A.  
Director of Survey

### PROJECT EXPERIENCE

**Pinehurst WTP 2 | Palm Beach County** - In 2018, BLI was hired to survey the existing conditions and topographic survey of a portion of the Water Treatment Plant #2 on Pinehurst Drive to support the design of new wells. Betsy's professional experience supported the project from the beginning to the completion of the project. In 2019 our team supported additional topo design efforts for multiple components on this site. The cost for both surveys was \$15,400 and delivered to the client.

**PBC WTP 2 & 8 | Palm Beach County** – Construction staking and Asbuilt survey the wellfield improvements for PBC Water Utilities WTP 2 with (5) well sites & WTP 8 with (4) sites. Betsy is supporting the crews to establish site control and stake pipes, fitting at each well, waterlines, electrical conduits along with asbuilts. We are currently still working on this project. The estimated cost will be \$49,300.



#### CORE EXPERTISE:

Surveying  
Project Management

#### EDUCATION:

A.A., Civil Engineering  
Miami Dade Community  
College, Miami, Florida (1983)

#### REGISTRATIONS:

Professional Land Surveyor  
State of Florida #4724

#### CERTIFICATIONS:

Certified 40 Hazmat/Health and  
Safety Training

#### AFFILIATIONS:

Florida Surveying Mapping  
Society (FSMS State Chapter)  
Florida Surveying Mapping  
Society (IRC Chapter)  
The Treasure Coast Chapter of  
the Florida Surveyors and  
Mappers Society (Past President,  
1996 – 1997)  
Adjunct Teaching Certification  
(2001 – 2003) Surveying at  
Technical Specialty Level at  
Indian River Community College

**ARDAMAN & ASSOCIATES, INC., PORT ST. LUCIE AND WEST PALM BEACH**

**EDUCATION**

B.S. Civil Engineering, University of Central Florida, 2011

**REGISTRATION**

Professional Engineer, Florida, No. 86546, 2019

**EXPERIENCE**

Mr. Zrallack has 14 years of experience as a civil engineer, 11 years with Ardaman, and assumed management of the Port St. Lucie and West Palm Beach Branch Office. In this capacity, he manages the day-to-day operations of the Geotechnical, Construction Materials Testing, and Environmental departments. He previously supervised the Construction Services Department. He has overseen the construction materials testing and inspection of many projects in Palm Beach County, along the Treasure Coast, including St. Lucie County, consisting of roadways, commercial and residential developments, stormwater drainage projects, and bridges. He supervised various construction quality assurance testing and inspection services for private and public sector clients.

**Continuing Service Contracts for Geotechnical and Construction Engineering Services**

Mr. Zrallack provides contract and project management oversight on numerous geotechnical and construction material testing projects for various municipalities under continuing contracts on a wide range of utility engineering, stormwater management, roadway, and infrastructure projects. Ardaman's services included subsurface exploration and geotechnical engineering analyses along with construction materials testing of soils, concrete, pavement materials (asphalt, base, and subgrade), and masonry units. Projects include utility services, roadways, stormwater systems, parking garages, and buildings.

- *St. Lucie County*
- *Indian River County*
- *City of Palm Beach Gardens*
- *Martin County*
- *City of Port St. Lucie*
- *City of West Palm Beach*

**Geotechnical Engineering and Material Testing Services – Palm Beach, Martin, and Broward County, Florida**

Mr. Zrallack is the Project Manager for various construction projects in Palm Beach, Martin, St. Lucie, Indian River, Okeechobee, and Broward Counties. He provides coordination for construction projects between the client, contractor, and field representatives. He is the quality control manager for the construction material testing department and is the engineer in charge of lab testing practices. He assists with roadway asphalt evaluations and provides recommendations for resurfacing. He is responsible for the accreditation and compliance of the lab with the Construction Materials Engineering Council (CMEC) program. He conducts Property Condition Assessments involving an extensive inspection of the structural, electrical, plumbing, HVAC, fire safety systems, and ADA compliance associated with the buildings.

**New Fieldhouse Building, 117<sup>th</sup> Court North, Palm Beach Gardens, Florida**

Mr. Zrallack served as a Project Geotechnical Engineer for the new fieldhouse building for the City of Palm Beach Gardens. Ardaman performed a subsurface exploration and geotechnical engineering evaluation for the project, consisting of shallow foundations in addition to providing pavement recommendations for surface parking.

**Kravis Center Expansion, Okeechobee Boulevard, West Palm Beach, Florida**

Mr. Zrallack served as a Project Geotechnical Engineer for the Kravis Center Expansion project. Ardaman performed a subsurface exploration and geotechnical engineering evaluation for the project, consisting of shallow and deep foundations, ground improvement programs, and driven sheet pile walls. Ardaman also provided construction materials testing and vibration monitoring services during the project's construction phase.

## TAB 2: CONSTRUCTION TEAM QUALIFICATIONS AND PERSONNEL EXPERIENCE

### FLORIDA DESIGN DRILLING, LLC

Florida Design Drilling (FDD) is a licensed water well and general contractor and leading provider of water well drilling and water resource construction services located in West Palm Beach, Florida specializing in solutions for industrial, irrigation, and commercial clients. With over 30 years of professional experience, our rigs and equipment are specifically engineered to meet the challenges of Florida's water drilling projects. Our large bonding capacity allows us to manage multiple and complex projects while delivering unparalleled performance to ensure optimal water resources and sustainability.



For over 100 years, the Ringdahl family of Florida Design Drilling has been trusted with some of America's most challenging municipal, industrial, irrigation, and commercial water drilling projects. As fourth generation inheritors of this legacy, Florida Design Drilling has embedded the values of hard work, excellence, and honesty into our culture to uphold the water drilling heritage of our family.

Florida Design Drilling offers smart drilling services to a variety of clients including municipal, industrial, irrigation, and commercial customers. We are committed to producing high-yield water wells that perform dependably throughout their lifespan.

We also specialize in services in general contracting, surface facilities, underground utilities, water treatment plants, wastewater treatment plants, and well rehabilitation. We are committed to finding affordable turnkey solutions regardless of a project's size or difficulty level.



FDD is a privately owned Florida company, and our current gross annual volume of work is approximately \$37 million dollars per year. The officers of the company are as follows: Dan Ringdahl (CEO), Noah Ringdahl (President), Paula Williams (Controller), Jeanine Alfieri (Secretary), Michael Black (Vice President), Brandon Holst (Vice President – Wells), and Jeffrey Holst (Senior Vice President – General Construction).

## FLORIDAN AQUIFER WELL PROJECT EXPERIENCE

FDD is an industry leader with extensive deep well construction experience. We have constructed over 20 Upper Floridan Aquifer Water Supply Wells and over 50 Deep Water Wells Constructed into the Upper Floridan Aquifer, or deeper. FDD is the only water well contractor in Florida that actively performs construction of all types of deep water wells: Upper Floridan Aquifer (UFA) Supply, Aquifer Storage and Recovery (ASR), Lower Floridan Aquifer (LFA) Test Wells, Underground Injection Control (UIC) Deep Injection Wells, and all related Monitoring Wells.

**Additionally, FDD is the only water well Contractor in Florida that has completed full Design-Build water well services for both Upper Floridan Aquifer Water Supply and Deep Injection Wells.**

FDD is fully equipped to complete this important project for the City of Port St. Lucie. Our deep well drilling rigs are designed and built in house with assistance from specialty subconsultants, subcontractors, and professional engineers. We also own and operate all equipment necessary for deep well construction and testing including not only the drilling rigs, but transformers, generators, all tooling, cementing, logging, and trucking equipment.

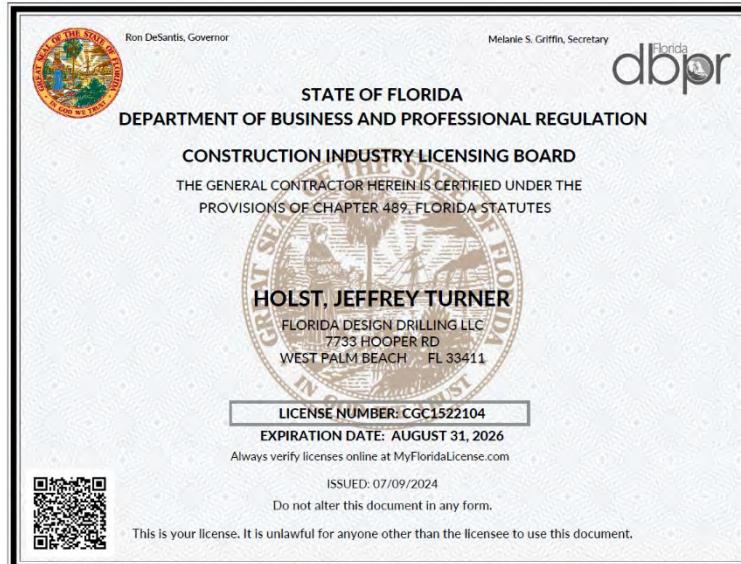
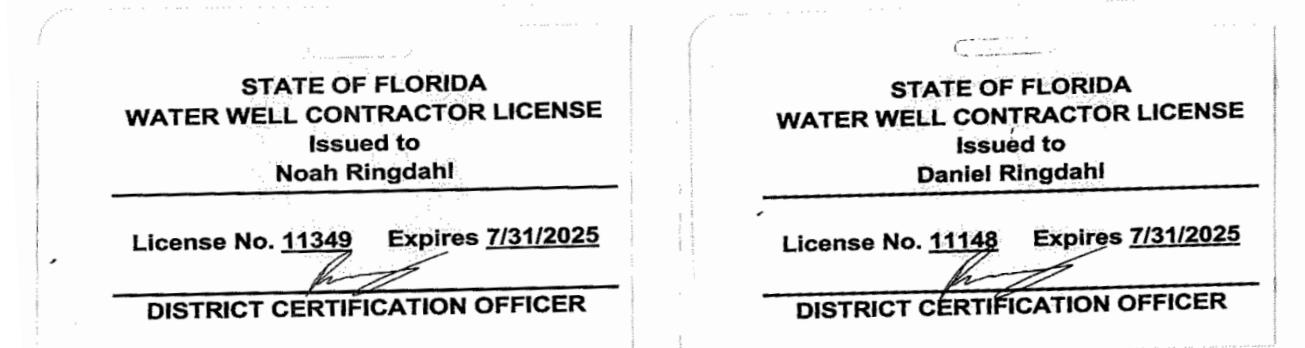
FDD has successfully completed deep well projects for Florida Power and Light, Polk Regional Water Cooperative, City of St. Petersburg, TECO, Seacoast Utility Authority, South Florida Water Management District, North Springs Improvement District, the City of St. Cloud, and TOHO water authority. With over 100 employees, we can provide turnkey water drilling and construction services that fully accommodate the needs of the City of Port St. Lucie.



## RESUMES

Resumes for the proposed construction team for this project are provided at the end of this section.

## LICENSES AND CERTIFICATIONS



## SUBCONTRACTORS

We have assembled a team of local, responsive, and cost-effective firms and subcontractors that we believe can provide outstanding engineering and technical support and construction services to the City of Port St. Lucie. Our team was selected with the specific needs of the City in mind. Most of the specialty companies on our team have worked successfully with FDD and/or for the City of Port St. Lucie in the recent past and look forward to the opportunity to continue to work with FDD in providing continued support to the City of Port St. Lucie. A brief description of the role and qualifications of key team members is summarized in the following pages.

### *Public Relations*

**The Merchant Strategy, Inc.** provides the essential skills, relationships, and experience to help clients communicate effectively, build support, and cut through red tape. The Merchant Strategy, Inc. (TMS) is a woman-owned small business owned and operated by the company president, Sharon Merchant, a former State Representative, and lifelong resident of Palm Beach County.



Their team of professionals offers extensive expertise in public involvement, government/community relations, crisis management, social media, and media relations. The team's client list combines services to city and county governments, non-profit agencies, industry leaders in transportation, architecture, engineering, construction, health care, education, environmental services, and utilities.

TMS's Public Involvement Team has been critical to the success of many public sector projects over the firm's 20-year history. Public Involvement is called for to minimize disruptions on public projects such as adding new lanes or upgrading underground utilities in neighborhoods. Sharon Merchant acts as Principal in Charge and provides QA/QC. Cheryl Scott, their COO, leads these efforts, provides information, carefully listens, develops websites, provides meeting logistics, and documents all project events. Justin Gonzalez, TMS's Marketing/Public Involvement Specialist, provides timely social media maintenance and updates, graphics, and attends meetings. Together, they create and distribute collateral materials, stakeholder information, set up and monitor project hotlines to provide immediate information, and manage public information dissemination/distribution logistics. The City will not find a more engaged, effective, and efficient Public Involvement Team.

### *Horizontal Directional Drillers*

**K3 Directional Drilling, Inc.** established in 2015, specializes in providing directional boring services. With extensive industry experience, they cater to the underground construction needs of both the public and private sectors. K3's fleet comprises of seven drills, boasting pullback capacities of up to 220,000 lbs., and access to pullback capacities reaching 440,000 lbs. They hold a General Contractor license in Florida and possess certification in Pipe Fusing, regularly engaging with HDPE projects. At K3, they prioritize the foundation of success through unwavering commitments. This includes a



dedication to industry safety, fostering the career and personal growth of their employees, providing exceptional service to customers, and upholding high standards of values for the community and the environment.

**DBE Management, LLC d/b/a DBE Utility Services (DBE)** is a Loxahatchee, Florida-based specialty contractor that has been performing horizontal directional drilling (HDD) services since 2004. They serve clients throughout the State of Florida from the panhandle to the Keys, and into other southeastern States; both as a prime and drill sub-contractor. DBE is a full service, turn-key and design-build partner of choice. From their in-house engineering staff to award-winning partnerships with outside firms, DBE can hit the ground running saving valuable time & money. DBE's expertise lies in subaqueous pipeline construction where they have completed hundreds of projects. Of their owned drill fleet, six (6) of fifteen (15) rigs are regularly deployed to work below various water bodies at depths of up to 100 feet or deeper, up to 72" in diameter, and up to 5,300 linear feet in distance. Their mechanical capabilities range from 10,000 lbs. to 1.1 million lbs. of drill thrust and pullback force; with up to 100,000 ft\*lbs. of rotary torque.



**Centerline Directional Drilling Service, Inc. (CDDS, Inc.)** started operation in 1999, and is an Underground Utility Contractor that specializes in Horizontal Directional Drilling for the past 24 years. Centerline Directional Drilling Service, Inc. specializes in the installation of underground and underwater conduits for electric, fiber optic, gas, sewer, water, etc. CDDS, Inc. is equipped with Rigs from 36,000 to 660,000 lbs. pull back. Guided by CDDS, Inc. accomplished CEO & President, Lauro Acevedo has engaged his 50 employees to become not only a specialized team, but visionary professional leaders that use their knowledge and good worth ethic to meet if not excel in completing diverse projects. Their client's satisfaction is what they strive to accomplish no matter the size of the project.



### *Electricians*

**Energy Efficient Electric, Inc. (EEE)** is a privately owned electrical contractor based in West Palm Beach, Florida serving Palm Beach, St. Lucie, Broward, Indian River, and Martin counties. EEE specializes in industrial water/wastewater applications and high-end residential installations. Incorporated in 1981, EEE currently employs 25 people. Their dedicated personnel consists of seventeen Journeyman electricians (three of which hold a current master electrician license), competent management, and several electrical apprentices learning the trade. On average, they complete more than five million dollars in electrical construction projects annually. Since inception, the firm has continually been recognized as one who performs quality work in a timely manner, and in accordance with all contract documents. EEE has extensive local water and wastewater experience including design-build projects, low and medium voltage systems, hazardous location installations, automation control system wiring and terminations, and electrical installations for production wells, lift stations and treatment plants.



**Paragon Electric of Vero, Inc.** is an electrical contractor specializing in Water/ Wastewater Treatment electrical work. Paragon has extensive experience in Design Build projects as well as Continuing Services Contracts. Paragon has completed numerous water/wastewater treatment plants throughout Florida. These include new plants, expansions, and rehabilitations. These projects have also included new generators, treatment plant upgrades, production wells, pump stations, new main services, motor control centers and electrical rooms.

**PARAGON  
ELECTRIC, INC**

**Gilmore Electric Co. Inc.** has been in business since 1941. It is a 4th generation family owned SBE certified business that has been successfully completing industrial projects for municipalities across the state of Florida for over 35 years. These projects consist of water treatment plants, wastewater treatment plants, raw water wells, deep injection wells, and storm water pump stations. Their experienced staff, including four Florida state licensed Master Electricians, and numerous licensed journeyman electricians have the knowledge and experience needed to safely bring projects in on time and budget. Gilmore Electric's motto is "where quality and integrity still exist", and they proudly stand behind it.



### *Hydrogeology*

**McNabb-Miller Hydrogeologic Consulting, Inc. (MMHC)**, formerly known as McNabb Hydrogeologic Consulting, Inc. is a seven-person, professional geologic/hydrogeologic consulting firm, located approximately 35 miles south of Port St. Lucie in Jupiter Florida, that specializes in providing efficient consulting services for wells completed in the Floridan Aquifer System. As a small firm, every client and project are extremely important. MMHC offers a responsive, efficient, cost-effective and schedule-driven approach to client services. MMHC has a proven track record of successfully handling large projects. Over the past five years, we have designed, permitted, and provided construction management (CM) services for well construction projects totaling more than \$115 million and consulting fees that average \$1,656,000 per year.



McNABB-MILLER  
HYDROGEOLOGIC  
CONSULTING, INC.

### *Civil/Mechanical Engineering*

**Holtz Consulting Engineers, Inc. (HCE)** was founded in March 2006 in Jupiter, Florida to assist utilities, cities, counties, and special districts such as the City of Port St. Lucie with high-quality, responsive, and efficient engineering services on facility and utility improvement projects. They have demonstrated their commitment to providing excellence and value on numerous successful projects over the past eighteen years. HCE is currently successfully providing engineering services to the City of Port St. Lucie and several other local entities and have the expertise and experience necessary to accomplish all aspects of the civil and mechanical engineering components of this project.



## *Electrical Engineering*

**C&W Engineering, Inc.** was established in 1992 and provides Electrical and I&C engineering and construction services specializing in municipal facilities. C&W is a certified local Small Business Enterprise (SBE) who is centrally located in West Palm Beach, FL conveniently serving clients (typically civil engineering firms, municipalities and private

industry) throughout southeast, southwest and central Florida. C&W's areas of expertise include:

- WTP/WWTP
- Photometric Analysis
- Pump Stations
- I&C, SCADA and Telemetry Systems
- Roadway and Parking Lot Lighting
- Power Distribution



C&W has provided electrical and I&C subconsultant services to our clients over the past 30 years on numerous wells and other large projects.

## *Instrumentation and Control (I&C)*

**C.C. Control Corp** is a Systems Integrator/Supplier of Control Panels, Instrument Panels, Control and Instrumentation Systems, PLC Systems and SCADA (Supervisory Control and Data Acquisition) Systems for all types of process control. Founded in 1992, C.C. Control Corp has been in business for over 29 years with extensive experience in the Water, Wastewater and Stormwater venues serving primarily South and Central Florida. Their entire operation is housed in a 13,200 sq./ft facility constructed in 2010. The facility is equipped with state-of-the-art computer systems, AutoCad and ePlan stations, manufacturing tools, vehicles and other miscellaneous equipment required to fabricate and support the operations. C.C. Control Corp has been a UL 508A and 698A certified shop since 1992. With over 50 years of combined project management experience, C.C. Control Corporation understands that solutions must be customized to fit the client's environment. They work with their client from the beginning to define their requirements, which are the foundation for making the right technological choices. From there C.C. Control Corp will help develop the strategies to implement a system that meets all requirements and exceeds expectations.



## *Structural Engineering*

**Wekiva Engineering, LLC** is a consulting engineering firm that provides structural engineering services for projects including water and wastewater facilities. HCE has a working relationship with Wekiva, having worked on various projects together for local utilities such as the City of Port St. Lucie, Martin County Utilities and South Martin Regional Utility. In addition to providing structural engineering services, Wekiva is experienced with providing value engineering ideas and solutions and will help ensure the City of Port St. Lucie receives the most cost-effective project design.



## ***Surveying***

**Betsy Lindsay, Inc.** (recently acquired by Haley Ward, Inc.) is a Surveying and Mapping Firm located in Stuart, Florida. The firm is deeply committed to supplying quality surveying services with the same professional staff that

you have worked with for the last 25 years and at the present time Haley Ward employs 14 employees, with 4 survey crews. Elizabeth A. Lindsay (Betsy), PLS is the lead Senior Project Surveyor for the Stuart office and has over 45 + years of experience in the Surveying and Mapping Business. Mrs. Lindsay has performed Boundary, Topographic, Quantity, Route, Bathymetric, R/W, Control Survey and various types of Specific Purpose Surveys. Betsy is well versed in AutoCAD and Softdesk products for the efficient accurate production of survey field data into a quality final survey product. Past experience includes:

- Right of way and topographic surveys for the basis of engineering designs of water, sewer, paving and drainage for numerous projects throughout Palm Beach, Martin, Hendry, Collier, St. Lucie Counties.
- Boundary and Topographic Surveys including the location of wetlands and Mean High water lines to be utilized in engineering designs, subdivision design and preparation of final plats.
- Location of environmentally sensitive lands utilizing traditional survey methods and GPS with RTK.
- Boundary Surveys, Topographic surveys, Title review, legal description preparation and As-Built surveys in support of the restoration of the everglades.
- Establishment of a Geodic baseline using conventional survey methods and development of digital terrain models covering up to 26 miles.
- Data collection and coordination with underground locators for the preparation of detailed Topographical surveys.
- Survey for design of major and minor roadways to Department of Transportation standards.



## ***Geotechnical Engineering***

**Ardaman and Associates, Inc.** is a professional engineering corporation founded in 1959 by Dr. M.E. Ardaman and has continually provided engineering services in the practice of engineering. The company was founded in Orlando and has expanded to meet the needs of our client community. Today, Ardaman is one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. Ardaman employs over 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Over our history, we have worked on more than 150,000 projects throughout the State, the U.S., and worldwide. This vast list of project experience includes services for virtually every type of public and private client associated with development and construction.



# Jeffrey Turner Holst

Senior Vice President - Construction

## Professional summary

Mr. Holst is a construction industry professional with over 18 years of experience as a project manager, estimator, and executive vice president. His areas of expertise include water & wastewater treatment facilities, storage tanks, production wells, deep injection wells, pipeline utilities, pump stations, chemical storage and feed systems, and pump, administration, and electrical buildings. Mr. Holst's responsibilities include management of all aspects of construction for municipal water and wastewater facility projects, contract/change order negotiations, cost estimating, subcontract management, design/value engineering, cost controls, and CPM scheduling. Mr. Holst deals in an honest manner with clients, consultants, suppliers, and subcontractors to encourage a trusting, team atmosphere. He focuses on the overall project, carefully identifying and emphasizing the important details to on-site management and subcontractors, to ensure a high-quality construction product that is completed on schedule.

## Education

Bachelor of Science, Mechanical Engineering, University of Florida, Gainesville, FL, 2006

## Certifications & Training

State of Florida **Certified General Contractor CGC1522104**

30 Credit Hours of **OSHA Construction Industry Safety and Health Standards Training**

Project Management Certification in **Primavera P6**

## Employment History

Senior Vice President, Florida Design Drilling LLC (2019-present)

Vice President, Florida Design Drilling Corp. (2015-2019)

Project Manager, Florida Design Drilling Corp. (2013-2015)

Construction Manager, Mathews Consulting, Inc. (2013)

Project Manager, Florida Design Contractors, Inc. (2012-2013)

Project Engineer, TA Loving Co. (2011-2012)

Project Manager, Florida Design Contractors, Inc. (2010-2011)

Project Engineer, Florida Design Contractors, Inc. (2006-2010)

Assistant Project Manager Intern, Florida Design Contractors, Inc. (2006)

**DANIEL C. RINGDAHL**  
7733 Hooper Road  
West Palm Beach, FL 33411  
561-324-3885

**Qualifications:**

I grew up in a family well drilling business. My experience includes extensive drilling throughout Florida, including all types of public water supply wells from Surficial to Floridan aquifer, deep injection wells, deep supply wells, ASR and many types of monitor wells. I am well versed in all types of hydro geological testing: aquifer tests, single and dual packer testing, coring, mechanical integrity testing and well acidization. I am experienced in the many types of drilling procedures including mud rotary, cable tool, reverse air, straight air, straight water and biodegradable fluids.

**Licenses:**

Florida State Water Well Contractors License #11148

**Experience:**

January 2005 to Present

**Florida Design Drilling LLC**  
President and Majority stockholder

October 2000 to March 2004

**Diversified Drilling Corporation (DDC)**

May 1992 to October 2000

1988 to May 1992

**Southwest Water Wells, Inc.**, Fort Myers, Florida.

1986 to 1988

**Dale Carnegie**

Spring 1979 to Fall 1986

Owned, operated and managed the family water well drilling business in eastern North Dakota until selling the business in June of 1986. I worked with my father in the business from an early age and took over the business when my father retired. I was involved initial customer contact, bidding, drilling of wells, sale of wells, pumps, and related accessories for domestic, farm, and commercial water systems. Extensive experience in the installation of screen wells, well development and testing. During the same period of time, I operated and managed the family farm of 640 acres.

**Education:**

North Dakota State University - 1979  
Bachelor of Science Degree in Agronomy

**Noah D. Ringdahl**  
7733 Hooper Road  
West Palm Beach, FL 33411  
561-909-7295

**Licenses:**

Florida State Water Well Contractors License #11349

**Experience:**

September 2009 to Present

**Florida Design Drilling LLC**

President and Stockholder Leading an first class organization of 95 employees

Project Management – Supervise and guide project management team

Supervise and Lead a team of 5 PM's

Estimating – Lead Estimating team

Supervise and Lead a team of 3 estimators

Drilling and Construction Technical Lead

Supervise and Lead a team of 4 Drilling and Construction Superintendents

Engineering Technical Lead

Supervise and Lead a team of 4 Engineers and Technicians

March 2005 to June 2008

**CH2M Hill Inc.**

Process, Instrumentation, and Controls Engineer

Process Engineering Design of Water Plants

Simulation, design, and implementation of Process Controls

Luggage Point AWTP, Brisbane Australia

Gippsland Water Factory, Melbourne Australia

LVVWD, Las Vegas, Nevada

LADWP, Los Angeles, California

Bonita Springs Utilities, Bonita Springs, Florida

Toho Water Authority, Kissimmee, Florida

Seminole County Utilities, Sanford, Florida

February 2002 to June 2004

**Self Employed – (During full time college studies)**

High performance vehicle tuning, wire harness fabrication, and engine swaps

Property management – successfully purchased and managed multibedroom residence to provide myself with free room during college years by renting rooms to other college students.

1996 to 2000

**Well Water Systems Inc.**

Project Assistant

Pump Testing

Well Rehabilitation

Systems troubleshooting and Programming

**Education:**

University of Central Florida - 2005

Bachelor of Science in Mechanical Engineering

1<sup>st</sup> place: College of Engineering Design Competition – Fall 2002

1<sup>st</sup> place: College of Engineering Design Competition – Spring 2003



**MICHAEL BLACK**  
**VICE PRESIDENT**  
**FLORIDA DESIGN DRILLING LLC**  
**(561) 371-9241 MOBILE**  
**MIKE@FLDRILLING.COM**

Twenty-four years of experience in the field of hydrogeologic consulting and water well contractor services. Majority of experience is involved with management of deep injection wells (DIW) and water supply wells construction and testing. Mr. Black has performed design, permitting and project management for drilling and testing of numerous DIWs, Aquifer Storage and Recovery wells (ASR), Floridan aquifer water supply wells and Surficial and Biscayne aquifer water supply wells. Also performed design and management of rehabilitation efforts for all wells listed above.

#### **Relevant Upper Floridan Aquifer Water Supply Well Experience**

- City of Miramar – Upper Floridan Aquifer Supply Wells (2 total UFA wells)
- City of Hollywood – Upper Floridan Aquifer Supply Wells (4 total UFA wells)
- Everglades Club – Upper Floridan Aquifer Supply
- La Gorce Country Club – Upper Floridan Aquifer Supply
- Seminole Tribe of Florida (STOF) – Upper Floridan Aquifer Supply Well
- Seacoast Utility Authority – Upper Floridan Aquifer Supply Well

#### **Deep Injection Well Clients and Project Experience**

- Florida Power and Light – Turkey Point Injection Wells DIW-2 and DIW-3
- TECO Big Bend – IW-1 and IW-2
- North Springs Improvement District IW-1
- City of St. Pete – IW-5
- City of St. Pete – IW-6 and MW-B-11
- City of Hollywood WTP – Deep Injection Well IW-1 and Dual-Zone Monitor Well DZMW-1
- Charlotte County Utilities – Deep Injection Well IW-2
- Florida Power and Light – West County Energy Center Deep Exploratory Well EW-1
- City of Key West – Deep Injection Well IW-2
- Martin County Utilities – Tropical Farms Deep Injection Well System

#### **Employment History**

Florida Design Drilling LLC 2016 – 2021 and 2022 – Present

All Webbs Enterprises, Inc. - 2022

Cardno, Inc. 2014 – 2016

AMPS, Inc. 2013 - 2014

Malcolm Pirnie, Inc. (Arcadis) 2007 to 2013

LBFH, Inc. (Boyle) 2003 to 2007

Blasland, Bouck and Lee, Inc. (Arcadis) 2002 to 2003

Gerhardt M. Witt & Associates, Inc 2001 to 2002

#### **Education**

Bachelor's Geology (2000) – Florida Atlantic University



**BRANDON HOLST**  
**CELL: (561) 568-1231**  
**BRANDON@FLDRILLING.COM**

Eight years of experience in the field of water well contractor services. Majority of experience is involved with management of deep injection well, ASR well, and water supply well construction and testing.

Mr. Holst has performed permitting and construction management for drilling and testing of numerous deep injection wells (DIW), Aquifer Storage and Recover (ASR wells), Floridan aquifer reverse-osmosis (RO) water supply wells and Surficial and Biscayne aquifer water supply wells. He has also performed management of rehabilitation efforts for deep injection wells, monitor wells, and numerous Floridan aquifer, Surficial aquifer, and Biscayne aquifer production wells.

#### **RELAVENT CLIENTS AND PROJECT EXPERIENCE**

Florida Power and Light (FPL) – Miami-Dade Clean Water Recovery Center Project Injection Wells DIW-2 and DIW-3

North Springs Improvement District (NSID) – Deep Injection Well IW-1 and Dual-Zone Monitor Well DZMW-1

Tampa Electric Company (TECO) – Big Bend Deep Injection Well IW-1, IW-2 and Dual-Zone Monitor Well DZMW-1 and DZMW-2

South Florida Water Management District (SFWMD) LOWRP ASR – LOWRP ASR Test Wells C38N / C38S Project

Water Supply Well and General Construction Experience

Miami Dade Floridan Aquifer Monitoring Wells FA-1 and FA-4

Town of Jupiter Surficial Aquifer Well Replacement Program (Wells 6-11)

Martin County Floridan Wells TFRO-6 and TFRO-7

#### **License**

Florida Water Well Contractor #11415

#### **Education**

BS Mechanical Engineering (2020) – Florida Atlantic University

#### **Employment History**

Florida Design Drilling LLC 2016 - Present

**KENNETH WESLEY LAWSON, JR.**  
**FLORIDA DRILLING**  
**(501) 304-0239**  
**WES@FLDRILLING.COM**

**DRILLING CONSULTANT/WELLSITE SUPERVISOR**

Quality motivated professional with 20+ years of experience in the oil and gas, and water well drilling industry; 10+ years at the Rig Manager and Driller positions. Results oriented with proven record of accomplishments and consistent contributions that increase production and profit driven operations. Proactive leader: expertise to troubleshoot, initiate change, and implement re-engineering/quality improvement processes. While maintaining a safe, positive and productive work environment.

**RELAVENT PROJECT EXPERIENCE (SUPERINTENDENT)**

**Florida Power & Light Co. (FPL – Turkey Point Facility) – DIW-2 / DIW-3 and associated Dual Zone Monitor Well DZMW-2 (UIC Permitted Class I DIW's) Wells Completed 12/2024**  
Construction and testing of two UIC permitted Class I DIW's and associated dual zone monitor well. Total Depth – 3,200', Final Casing 24" to 2,850' with 18" FRP Liner and Fluid filled annulus.

**TECO (Tampa Electric Company – Bid Bend Facility) – IW-1 / IW-2 and associated Dual Zone Monitor Wells DZMW-1 / DZMW-2 (UIC Permitted Class V Exploratory DIW's) On-Going**  
Construction and testing of two UIC permitted Class V Exploratory DIW's and associated dual zone monitor wells IW-1 and IW-2: Total Depth – 3,300', Final Casing 20" to 2,400'

**North Springs Improvement District – IW-1 and DZMW-1 (UIC Permitted Class I DIW) IW-1 Complete**  
Construction and testing of one UIC permitted Class I DIW and associated dual zone monitor well IW-1: Total Depth – 3,501', Final Casing 16" to 3,065'

**EMPLOYMENT AND EXPERIENCE**

<b>Florida Design Drilling Corporation</b>	<b>2020 - Present</b>
<b>Patterson Drilling UTI</b>	<b>6/01/2017 – 12/7/2020</b>
Rig Manager	
<b>Nomac Drilling</b>	<b>9/15/2008 – 6/01/2017</b>
Rig Manager, Driller, Derrick Man, Motors, Floor Hand	
<b>Mike Rogers Drilling</b>	<b>9/1997 – 9/15/2008</b>
Driller, Derrick Man, Floor Hand	



**BRUCE BALMER**  
**FLORIDA DRILLING**  
**(561) 315-2459 MOBILE**  
**BRUCE@FLDRILLING.COM**

### **DEEP WELL DRILLING SUPERINTENDENT**

Thirty-three years of experience as a water well drilling contractor. Majority of experience as lead drilling operations superintendent providing field management during construction and testing of numerous deep water supply wells and UIC permitted wells. Employed by Florida Design Drilling LLC since 2009.

### **RELAVENT PROJECT EXPERIENCE (SUPERINTENDENT)**

#### **Seacoast Utility Authority (SUA) – Well F6**

Construction and testing of one upper Floridan aquifer supply well F6: Total Depth – 1,600', Final Casing 14" to 1,250'

#### **North Springs Improvement District (NSID) – Well F1**

Construction and testing of one upper Floridan aquifer supply well F1: Total Depth – 1,200', Final Casing 16" to 965'

#### **Seminole Tribe of Florida (STOF) – Well 3**

Construction and testing of one upper Floridan aquifer supply well F3: Total Depth – 1,160', Final Casing 16"x8" to 680'

#### **Polk County Utilities – Polk County Central Production Wells TPW-1 and TPW-2**

Construction and testing of one dual-zone deep production well (TPW-1) and one single zone production well (TPW-2) TPW-1: Total Depth – 3,120' (Back plugged to 2,500' TD / 24" Casing to 1,250' / 12" Casing to 2,100'

#### **TECO (Tampa Electric Company – Bid Bend Facility) – IW-1 / IW-2 and associated Dual Zone Monitor Wells DZMW-1 / DZMW-2 (UIC Permitted Class V Exploratory DIW's) On-Going**

Construction and testing of two UIC permitted Class V Exploratory DIW's and associated dual zone monitor wells IW-1 and IW-2: Total Depth – 3,300', Final Casing 20" to 2,400'

### **EMPLOYMENT AND EXPERIENCE**

<b>Florida Design Drilling Corporation</b>	<b>2009 – Present</b>
<b>Wells and Water Systems</b>	<b>2005 – 2009</b>
<b>Diversified Drilling</b>	<b>2000 – 2005</b>
<b>Wells and Water Systems</b>	<b>1990 - 2000</b>



**BRAD BROOKS**  
**FLORIDA DRILLING**  
**(318) 316-2048 MOBILE**  
**BRAD@FLDRILLING.COM**

Over 20 years of experience in the water and oil/gas drilling industries. The majority of Mr. Brooks' experience as lead drilling operations superintendent providing field management during construction and testing of numerous deep water wells and oil/gas wells.

**RELAVENT PROJECT EXPERIENCE (SUPERINTENDENT)**

**Florida Design Drilling Corporation** **2019 - Present**

**TECO (Tampa Electric Company – Bid Bend Facility) – IW-1 / IW-2 and associated Dual Zone Monitor Wells DZMW-1 / DZMW-2 (UIC Permitted Class V Exploratory DIW's) On-Going**  
**Contact – Mike Weatherby, P.G. Hydrogeo Consulting ,LLC (813) 340-3887**  
Construction and testing of two UIC permitted Class V Exploratory DIW's and associated dual zone monitor wells  
IW-1 and IW-2: Total Depth – 3,300', Final Casing 20" to 2,400'

**North Springs Improvement District – IW-1 and DZMW-1 (UIC Permitted Class I DIW) IW-1 Complete**  
**Contact – David McNabb, P.G. McNabb Hydrogeological (561) 891-0763**  
Construction and testing of one UIC permitted Class I DIW and associated dual zone monitor well  
IW-1: Total Depth – 3,501', Final Casing 16" to 3,065'

**PRIOR EMPLOYMENT AND EXPERIENCE**

**XTO Energy – Drilling Consultant** **2017 - 2019**

**Nomac Drilling/Patterson-UTI Drilling – Rig Manager/Drilling Superintendent** **2009 - 2017**

**Golden West Drilling – Rig Manager/Driller** **2008 - 2009**

**H & P Drilling/Cactus Drilling/ Greywolf Drilling – Driller/Floorhand** **1996 - 2008**

Linwood Lee has successfully managed construction over \$100 million of water and wastewater projects. At Holtz Consulting Engineers, he serves in the role of Construction Manager and is primarily responsible for overseeing the construction of a project from start to finish and helps to ensure completion of the project as specified, on time, and within budget. Linwood is very familiar with utility construction projects and proper means and methods of construction and is a valuable asset to Holtz Consulting Engineers and our clients.

#### **Project Related Experience**

##### **Hood Rd. 36-inch Raw Water Main – Seacoast**

**Utility Authority** – HCE provided survey, design, permitting, bidding and construction engineering services for 3,200 linear feet of 36-inch raw water main located in easements and right-of-ways along Hood Road in Palm Beach Gardens, Florida. Over 3,600 linear feet of fiber optic conduit was also designed and constructed as part of the project. The project included PVC, HDPE and ductile iron pipe installed both via open-cut and directional drill methods.

##### **Surficial Aquifer Production Well Replacement and Rehabilitation Program – Seacoast Utility**

**Authority**-HCE assisted Seacoast Utility Authority with a phased, multi-year program of replacing aged surficial aquifer production wells. HCE has assisted with the replacement of 33 wells in multiple phases. Each phase included separate design documents, permits from the Palm Beach County Health Department and the South Florida Water Management District, and bidding and construction assistance services. The wells were constructed by multiple contractors. The replacement wells are located in the same easements or on the same sites as the original wells. These projects included hydraulic modeling of the raw water system, screened and open-hole wells, new well heads and raw water mains, and associated electrical and instrumentation.

##### **Tropical Farms Wastewater Treatment Plant (WWTP) Reclaimed Water Storage Tank & Pumping and Return Activated Sludge Pumping Improvements – Martin County Utilities** - HCE provided design, permitting, and construction administrative services for a two-phase reclaimed water storage and pumping improvements project at

the Tropical Farms WWTP. Phase I consisted of a new one million gallon pre-stressed concrete reclaimed water storage tank including vibro-flotation compaction beneath the tank, bypass piping, and piping relocations. Phase II included a new reclaimed water distribution pump station including 18-inch through 36-inch suction and discharge piping and three vertical turbine pumps. An effluent transfer pump station with three new vertical turbine pumps located at the chlorine contact basin was also included. Phase II also consisted of replacing two existing Return Activated Sludge (RAS) pumps with new dry-pit mounted chopper-style pumps.

##### **Water Distribution Improvements - City of Stuart**

Project included design, permitting, and Florida Department of Environmental Protection (FDEP) State Revolving Fund funding assistance, of approximately 59,000 linear feet of 6-inch through 12-inch water mains in existing residential neighborhoods and commercial developments for the City of Stuart. The new mains replaced inadequately sized mains, looped dead ends, old mains, and increase fire protection for the City. The mains are located in City, County, and Florida Department of Transportation right-of-ways.

##### **Ground Storage Tank Nos. 5 and 7 at the Hood Road Water Treatment Plant – Seacoast Utility**

**Authority** - Project included survey, design, permitting, bidding and construction administration services for the addition of two new 2-MG prestressed-concrete ground storage tanks at the Hood Road Water Treatment plant. This project included associated water main piping extensions, valves, and fittings, as well as electrical, instrumentation, and site preparation necessary for the installation of GST Nos. 5 and 7. The project also included various yard piping improvements in the vicinity of the new GST.

#### **Professional History**

2016-Present Holtz Consulting Engineers, Inc.,

2006- 2016 TLC Diversified, Inc.

2002-2006 Western Summit Constructors

1997-2002 The Industrial Company

#### **Education**

High School, Morgan City, LA.

Construction Management, WSU, WA.

Rick Martens brings significant experience with large water and wastewater projects, with further knowledge in geotechnical exploration/foundation design, construction materials testing and proficiency with seismic monitoring. He is a highly organized leader with strong technical experience and communication skills. Rick has over eight years of experience managing over \$200 million dollars of water and wastewater projects and is the newest HCE team member to HCE. We are extremely excited for the value Rick will bring to our projects and our clients.

### **Project Related Experience**

#### **WTP Reverse Osmosis Facility – City of Stuart -**

The project consists of constructing a 1.5 MGD reverse osmosis (RO) water treatment plant expansion of the City of Stuart's existing lime softening water treatment facility; construction of a new RO process and control building to house up to 3.0 MGD of treatment capacity; Floridan wellhead for existing drilled onsite Floridan aquifer water supply well; pretreatment equipment; chemical systems; filter clearwell modifications, transfer pump replacement; new pole barn; valves; piping; instrumentation; electrical and SCADA system equipment; and all accessory items to provide a complete operating system.

#### **Hamlin Groves Water Reclamation Facility & Offsite Pump Station CMAR – City of Winter Garden -**

This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit and odor control; activated sludge treatment train with BNR process and diffused aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP). This project involved 3,600 linear feet of 36" diameter off-site force main and an off-site, \$8 million master pump station complete with a CIP wet well, electrical building and odor control system.

**Hollywood Wastewater Treatment Plant Design-Build – Seminole Tribe of Florida**-This project was a new 3 MGD wastewater treatment facility that consisted of a 4,000 SF operations building with a

state-of-the-art SCADA room, laboratory, offices, restrooms, garage and electrical room. The new plant features a headworks structure that is 40' tall with rotary bar screens, grit removal equipment and odor control system. At the main treatment facility is a four basin sequencing batch reactor (SBR) tank with each basin capable of 750,000 gallons of treatment capacity. The SBR utilizes a 316SS jet header and diffuser system with reversible jet motive pumps, WAS pumps and blowers. The SBR decanted water travels to an effluent pump station which houses five submersible pumps that send the water through a 24" line which is 1500 LS of C900 and 3600 LF of 24" HDPE. The 24" HDPE was installed by directional drilling to a depth of 40' deep underneath the Florida turnpike. The effluent water travels into an injection well pump station (IWPS), which houses five additional horizontal pumps and delivers the water into two deep injection wells.

**Weston Water Plant – City of Sunrise -** Rehab and install of new vertical turbine pumps and clear well a structure. Installation of new backup power generator. Installation of new Ion exchange structure and units, new and rehab to INC and communications networks. Install of new chemical dosing buildings and pump skids, with bulk chemical storage and transfer stations. Project also included rehab and coatings throughout the project, and remediation of an existing 1-million-gallon GST.

#### **Wastewater Plant Rehabilitation CMAR – Village of Wellington -**

The project involved the rehabilitation of an existing operations buildings, the construction of a new two-story operation building with offices, reroute and bypass installation of 24" influent RAW piping into the headworks structure and the construction of a completely new aerobic digestor. All new underground ductile piping was placed to tie into the plant's existing structures and aerobic digestors.

### **Professional History**

2025-Present Holtz Consulting Engineers, Inc.,

2022- 2025 PC Construction, Inc.

2019-2022 Wharton Smith, Inc.

2017-2019 GFA International, Inc.

### **Education**

BS, Environmental Science and Policy, Florida State University

# Jhonatan Delgado Padilla

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## McNabb-Miller Hydrogeologic Consulting, Inc.

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### Project Related Experience

#### **McNabb-Miller Hydrogeologic Consulting, Inc. (2024) - Construction Site Engineer**

**Ft. Lauderdale Prospect Lake WTP (Ongoing)** - Providing technical field oversight during construction and testing of two (2) non-hazardous Class I Injection wells (IW-1 and IW-2) and one (1) associated monitor well (MW-1) for the Ft. Lauderdale Prospect Lake WTP.

**FPL Turkey Point CWRC Deep Injection Well System** – Providing construction oversight services for a Class I injection well system that includes two (2) deep injection wells each with 24-inch final casings lined with FRP tubing and fluid-filled annulus. At completion, each injection well will have a permitted injection capacity of 18.65 MGD.

**Melbourne Reverse Osmosis WTP (Ongoing)** - Providing technical field oversight during construction and testing of one (1) non-hazardous Class I Injection wells (IW-1) and two (2) associated monitor wells (SMW-1 and DMW-1) for the Melbourne Reverse Osmosis WTP.

**Coral Springs Improvement District WTP** - Preparation of the Area or Review (AOR), compilation, and analysis of water quality and operating data for the 2024 Class I Well Operating Permit application.

**Frankens Energy Indian River Eco District Facility** – Provided technical field oversight and preparation of the 2024 mechanical integrity testing (MIT) report of one (1) non-hazardous Class I Injection well (IW-1) for the Indian River Eco District Facility.

**City of Port St. Lucie James E. Anderson WTP** – Provided technical field oversight and preparation of the 2024 MIT report of one (1) non-hazardous Class I Injections well (IW-1) for the City of Port St. Lucie James E. Anderson WTP.

**Martin County Utilities Tropical Farms WTP/WWTP** – Provided technical field oversight and preparation of the 2024 MIT report of two (2) non-hazardous Class I Injections wells (TFIW-1 and TFIW-2) for the Martin County Utilities Tropical Farms WTP/WWTP.

#### **Black and Veatch (2022–2024) - Field Construction Inspector 4 / Hydrogeologist 3**

**Lee County Utilities | Preliminary Injection Well Design and Class I Injection Well Construction Application Package** - Preparation of a Preliminary Design Report (PDR) and a Class I Injection Well Construction Permit application for the Three Oaks WRF Deep Injection Well No. 2.

**City of Boca Raton | Wells 36W and 37W Upgrades** - Providing technical oversight during the acidizing of the 36W, and 37W water production wells. The acidizing work consists of performing pre- and post-acidizing step drawdown pump testing, pre- and post-video surveys, and well development.

**Private Industrial Client | SFM Eastern Extension Slurry Wall Evaluation in Hardee County, FL** - Assisting with technical oversight of the drilling of standard penetration testing (SPT) and rock coring for a geotechnical investigation of a future phosphate mine site that an impermeable slurry wall will be constructed around.

**Private Industrial Client | Prefeasibility Analysis to Storage Carbon Dioxide in the Gulf Coast using Class VI injection wells Facilities** - Pre-feasibility Geologic Assessment and Site Screening in the Gulf Coast to storage Carbon dioxide using Class VI injection wells.

**City of Fort Myers Wellfield Expansion Project** - Providing specialized engineering services during well construction and testing for new Upper Floridan Aquifer (UFA) production wells.

**Miami-Dade WASD | North District WWTP Deep Injection Well System** - Providing specialized engineering and hydrogeologic services by supporting QAQC during the construction and testing of 5-UIC Class I Municipal Injection Wells at the North District Wastewater Treatment Plant (NDWWTP). Each injection well was designed to be 3,300 feet bbls with a capacity of 18.6 MGD.

#### **HBC Engineering Company (2021–2022) - Well Field Technician**

#### **Drilcon Ltd (2016–2019), Colombia**

#### **Education**

2010, B.S. Petroleum Engineering, Universidad de América, Colombia.

# Sarah “Sally” Durall

## McNabb-Miller Hydrogeologic Consulting, Inc.

### **Project Related Experience**

#### **McNabb-Miller Hydrogeologic Consulting, Inc., Jupiter, Florida - (2008-present) - Project Geologist/Project Manager**

**FPL Turkey Point CWRC Deep Injection Well System** – Provided construction oversight services for a Class I injection well system that includes two (2) deep injection wells each with 24-inch final casings lined with FRP tubing and fluid-filled annulus. At completion, each injection well will have a permitted injection capacity of 18.65 MGD.

**North Springs Improvement District WTP Class I Injection Well System** – Provided construction oversight services for construction of Class I deep injection well IW-1 and associated dual-zone monitor well MW-1.

**City of Hollywood SRWWTP Injection Well System** – Provided construction oversight services for construction of 2 deep injection wells and 1 dual-zone monitor well. The injection wells were drilled to a depth of 3,500 feet, completed with 36-inch diameter final casing, 24-inch FRP liner and each well has a capacity of 19.92 mgd.

**Florida Power & Light Okeechobee Clean Energy Center Injection Well System** – Provided construction oversight services for construction of 2 deep injection wells and 1 dual-zone monitor well. The injection wells were drilled to a depth of 3,200 feet and each have a capacity of 9.6 mgd.

**Martin County Utilities North W/WWTP Dual-Zone Monitor Well** – Provided construction oversight services for construction of one 2,300-foot deep dual-zone monitor well associated with the Class I deep injection well system at the County’s North Water and Wastewater Treatment Plant. The project also included the oversight of the plugging and abandonment of the original dual-zone monitor well.

**City of West Palm Beach East Central Regional WRF Dual-Zone Monitor Wells** – Provided construction oversight services for construction of three 2,300-foot deep dual-zone monitor wells associated with the Class I deep injection well system at the East Central Water Reclamation Facility. The project included the plugging and abandonment of three monitoring tubes that were no longer in service.

**Port St. Lucie Injection Well Systems** – Provided regulatory compliance assistance for each of the City’s deep injection well systems. Services provided included preparing operating permit renewals and mechanical integrity testing field services for the City injection well systems.

#### **ARCADIS, Inc. (1999 – 2008) - Hydrogeologist**

**The Town of Highland Beach Floridan Supply** – Managed the construction and testing of a Floridan Aquifer supply well for the Town’s Reverse Osmosis Water Treatment Facility.

**Village of Tequesta Floridan Supply Wells** – Managed the construction and testing of two Floridan Aquifer supply wells for the Village of Tequesta Water Treatment Facility.

**Seacoast Utility Authority Floridan and Surficial Aquifer Supply Wells** – Provided design, permitting and resident observation services for a Floridan Aquifer supply well located at the Seacoast Utility Authority in Palm Beach Gardens, Florida. Managed the construction and testing of multiple replacement Surficial Aquifer supply wells located in Palm Beach Gardens and North Palm Beach, Florida.

**Florida Governmental Utility Authority Floridan Aquifer Supply Wells** – Provided design and technical specifications for the construction and testing of multiple Floridan Aquifer wells for the Florida Governmental Utility Authority water treatment facilities located in Collier, Polk, and Osceola Counties, Florida.

**City of Port St. Lucie James E. Anderson Class I Industrial Deep Injection Well System** – Provided construction oversight services for construction of a Class I Industrial deep injection well system for disposal of reverse osmosis concentrate at the City’s James E. Anderson Reverse Osmosis Water Treatment Plant. Also provided resident observation and consulting services for mechanical integrity testing and operating permit renewal.

**City of Port St. Lucie Westport Class I Industrial Deep Injection Well System** – Provided construction oversight services for construction of a tubing and packer design deep injection well system for disposal of wastewater and reverse osmosis concentrate at City’s Westport Wastewater Treatment Plant. Also provided consulting services for mechanical integrity testing and operating permit renewal for the deep injection well system.

### **Education**

1999, B.S. Geology, University of Tennessee at Knoxville



MERCHANT STRATEGY

## Sharon J. Merchant, President



### Public Involvement Project Manager

### Professional Credentials

Bachelor of Science

International Affairs

Florida State University 1986

Former Member, Florida House of  
Representatives, 4 terms

Jim Moran Institute for Global  
Leadership Small Business Executive  
Program

Florida State University 2016

LeRoy Collins Public Ethics Academy  
Advisory Board, Member

### Basis for Team Selection

Statewide relationships with City,  
County, State and Federal Elected  
Officials and Key Decision Makers.  
Focused on Customer satisfaction and  
Positive outcomes. Consensus Builder  
and Team Player.

### Experienced Leader

Public Involvement: 19 years

Government Relations: 27 years

Business Development: 19 years

### Experience

Ms. Merchant brings 30 years of public and private leadership experience as a Member of the Florida House of Representatives and President of The Merchant Strategy (TMS) offering clients public involvement, governmental relations, and community relations services.

### Public Involvement Experience:

**AECOM:** Sharon is the Public Involvement Manager for the City of Boynton Beach Coquina Cove Drainage Project. She is in charge of coordinating with utility companies to assist the Project Team and the City in their endeavor to underground the utilities. She is responsible for Quality Assurance and Quality Control and will attend all neighborhood and public meetings.

**Kimley Horn:** Sharon was the Public Involvement Officer for this Orange City Septic to Sewer Conversion project. She was responsible for Quality Assurance and Quality Control.

**City of Boynton Beach:** Sharon is the Public Involvement Manager on the Lakeside Gardens Neighborhood Drainage Improvements project. She is coordinating with utility companies to assist the Project Team and the City in their endeavor to underground the utilities.

**WGI:** Sharon is the Public Involvement Officer for this City of Port Saint Lucie Hogpen Slough Stormwater Treatment Area project. She is responsible for Quality Assurance and Quality Control.

**Whiting Turner:** Sharon is the Public Involvement Manager for this City of Hollywood CMAR North Beach Utilities Underground Conversion and Hollywood Beach Utility project. She is responsible for all Quality Assurance and Quality Control.

**Jacobs Engineering:** Sharon is the Public Involvement Manager for this St. Johns County Utility Department Design-Build Services for wells. She is responsible for Quality Assurance and Quality Control.

**CES Construction:** Sharon was the Public Involvement Manager for four Seacoast Utilities projects in Palm Beach Gardens: Garden Isles Water Main Replacement project; Juno Isles East Water Main Replacement project; Captains Key Water Main Replacement project; and Crystal Pointe Water Main Replacement project. She was responsible for QAQC.



MERCHANT STRATEGY

**Cheryl Scott**



## Experienced Operations and Project Manager

### Basis for Team Selection

Project Schedules

Task Sheets

Invoices

Accounts Receivable/Payable

Insurance

### Education Experience

Michigan State University Bachelor's

Degree in Communications

Oakland University

Associate of Arts Degree in  
Journalism

### Experienced Leader

Office Policy and Procedures

Strategic Planning

RFP Preparation

### Professional Credentials

FHWA Bikeway Selection Guide

Workshop Certification

Jim Moran Institute for Global  
Leadership Small Business

Executive Program

### Summary:

Cheryl is responsible for all operational processes and procedures. Her 20 plus years of administrative and management experience makes her a valuable asset to TMS. Cheryl supports TMS President, Sharon Merchant, in project management by creating and maintaining project schedules and keeps the prospect pipelines up to date. She is responsible for contract administration and project management. All critically important office decisions are made with input from Cheryl.

### Public Involvement Experience:

**Carnahan Proctor and Cross:** Cheryl is the Public Involvement Officer for the City of Delray Beach North Swinton Avenue Roadway Underground Utility Improvements project. She is responsible for staffing the project hotline and providing monthly reports on the hotline activity. She will develop informational door hangers and collaterals, as well as attend and provide all logistics for public meetings. Cheryl is responsible for the maintenance of the project webpage.

**WGI:** Cheryl is the Public Involvement Officer for this City of Port Saint Lucie Hogpen Slough Stormwater Treatment Area project. She is responsible for development of collaterals, setting up and monitoring a project hotline and meeting attendance.

**Amici Engineering:** Cheryl is the Public Involvement Manager for this Seacoast Utility Authority Juno Isles East Water Main Replacement Project. She developed a project webpage and a Public Involvement Plan (PIP). Cheryl staffs a project hotline and will provide monthly progress reports. She will handle logistics for all public meetings and develop necessary collaterals.

**Keith and Associates:** Cheryl is the Public Involvement Manager for the City of Delray Beach Pompey Park Recreation Center Owner's Representative. As part of her role, she will manage and update the project webpage and staff the project hotline. Cheryl will develop press releases, signage, and collateral materials such as door hangers, mailers, and flyers. She will also attend project team and progress meetings.

**Kimley Horn:** Cheryl was the Public Involvement Officer for this Orange City Septic to Sewer Conversion project. She was responsible for development of collaterals.

**Whiting Turner:** Cheryl is the Public Involvement Officer for this City of Hollywood CMAR North Beach Utilities Underground Conversion and Hollywood Beach Utility project. She is responsible for all collateral materials, development of a project webpage, monitoring a project hotline and handling logistics and attending all public meetings.

### TAB 3: DESIGN-BUILD EXPERIENCE

The FDD team has significant successful experience with general engineering consulting, evaluation, and implementation of numerous well and design-build projects. A brief summary of relevant design-build and well projects completed for various local clients is included below. Projects in which the proposed Design-Build team has worked together are noted with an asterisk \*\*\*.

#### FLORIDAN AQUIFER WELL DESIGN-BUILD EXPERIENCE

##### **North Springs Improvement District UFA Supply Well F1 (Design Build)**

FDD provided complete design, permitting, well construction, well testing and all surface equipment for a new 16" diameter Upper Florida Aquifer (UFA) water supply well. Surface features included stainless-steel wellhead, well pump and column pipe, well pad, I&C, electrical and piping tie-in to existing raw water line.



##### **North Springs Improvement District UFA Supply Well F1**

<i>Client Contact</i>	Rod Colon District Manager North Springs Improvement District 9700 NW 52 <sup>nd</sup> Street, Coral Springs, FL 33076 Phone: (954) 752-0400 Email: RodC@NSIDFL.Gov
<i>Project Dates</i>	2019-2020
<i>Responsible FDD Team Member</i>	Michael Black Brandon Holst
<i>Key Subconsultants/Subcontractors</i>	Florida Design was Prime
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$1,848,090.94
<i>Change Orders Issued (if any)</i>	None

## FLORIDAN AQUIFER WELL EXPERIENCE

### **\*\*\*Seacoast Utility Authority Well F6**

FDD provided well construction and well testing for a new UFA water supply well F6. The project included construction and testing of one new 14" diameter UFA water supply well. Testing included geophysical logging, packer testing, capacity testing and complete water quality testing. Additionally, acidization of the completed well was performed to maximize well capacity.

HCE provided survey, design, permitting, and engineering services during construction for the well head and civil site work.



### ***Seacoast Utility Authority Well F6***

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	2018
<i>Responsible FDD Team Member</i>	Michael Black Brandon Holst
<i>Key Subconsultants/Subcontractors</i>	Florida Drilling performed 95%+ of work.
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$848,484.00
<i>Change Orders Issued (if any)</i>	3 minor CO's for Client Requested additional items

### **\*\*\*Seacoast Utility Authority Floridan Wellhead F5 and Raw Water Main**

HCE provided surveying, design, permitting, bidding assistance, and construction administrative services for a new Floridan aquifer well including a stainless-steel wellhead, pump, stainless steel discharge piping, and a HDPE and PVC raw water main from the F-5 wellhead to the Hood Road Water Treatment Plant. This project included approximately 3,600 feet of 18-inch raw water main that was installed via open cut and horizontal directional drilling methods parallel to the Eastern Palm Beach-3C Canal and through an existing neighborhood.



This project was publicly bid and Florida Design Drilling was selected to perform the work.

***Seacoast Utility Authority Floridan Wellhead F5 and Raw Water Main***

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	November 2014 – September 2017
<i>Responsible FDD Team Member</i>	Curtis Robinson, PE Harrison Barron, PE
<i>Key Subconsultants/Subcontractors</i>	Florida Design Drilling was Prime Contractor
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$893,000
<i>Change Orders Issued (if any)</i>	\$18,886.56 (2%) Due to owner requested changes

***Seacoast Utility Authority Well F9***

HCE provided surveying, design, permitting, bidding assistance, and construction administrative services for a new Floridan aquifer well including a stainless-steel wellhead, pump, and stainless steel discharge piping. The well site was located at the entrance to a new residential development and the work was designed to minimize impact to residents and extensive landscaping was performed at the end of the project.

***Seacoast Utility Authority Well F9***

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	2021
<i>Responsible FDD Team Member</i>	Curtis Robinson, PE Harrison Barron, PE
<i>Key Subconsultants/Subcontractors</i>	HCE
<i>Completed on Time</i>	No
<i>Completed within Budget</i>	Yes - \$1,463,000
<i>Change Orders Issued (if any)</i>	-\$90,891

**Polk Regional Water Cooperative – Polk SE and Polk West Wellfields Floridan Aquifer Wells**

FDD provided well construction and well testing for a new UFA water supply test well, new Lower Floridan Aquifer (LFA) water supply test well and associated new LFA Monitor well and UFA/LFA dual-zone monitor well. In addition to well construction, the project included geophysical logging, packer testing, well capacity testing, aquifer performance testing and complete water quality testing at depths down to 3,000'.

***PRWC Polk SE and Polk West Wellfields Floridan Aquifer Wells***

<i>Client Contact</i>	Scott Manahan, P.E. Senior Vice President WSP 1567 Hayley Lane, Fort Myers, FL 33907 Phone: (239) 271-3748 Email: scott.manahan@wsp.com
<i>Project Dates</i>	2018-2019
<i>Responsible FDD Team Member</i>	Michael Black Brandon Holst
<i>Key Subconsultants/Subcontractors</i>	Florida Drilling performed 95%+ of work.
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$4.8M
<i>Change Orders Issued (if any)</i>	None

### **Broward County District 1 WTP Expansion Floridan Aquifer Test Wells**

FDD provided well construction and well testing for two new Floridan aquifer water supply test wells to 1,800'. The project included geophysical logging, packer testing, well capacity testing, aquifer performance testing, well acidization, concrete well pads, fencing and complete water quality testing.



***Broward County District 1 WTP Expansion Floridan Aquifer Test Wells***

<i>Client Contact</i>	Neil Johnson, P.G. Senior Principal Stantec 2056 Vista Parkway, Ste 100, WPB, FL 33411 Phone: 954-806-7106 Email: Neil.Johnson@stantec.com
<i>Project Dates</i>	2015
<i>Responsible FDD Team Member</i>	Dan Ringdahl
<i>Key Subconsultants/Subcontractors</i>	Florida Drilling performed 95%+ of work.
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$2.68M
<i>Change Orders Issued (if any)</i>	None



### Indian River County UFA Well S-1R

FDD provided well construction and well testing for a new UFA water supply well S-1R. The project included construction and testing of one new 17.4" diameter UFA water supply well. Testing included geophysical logging, well capacity testing and complete water quality testing. Additionally, acidization of the completed well was performed to maximize well capacity.

### **Indian River County Well S-1R**

<i>Client Contact</i>	Harrison Youngblood, P.E. Utilities Engineer Indian River County 1801 27 <sup>th</sup> Street, Vero Beach, FL 32960 Phone: 772-226-1826 Email: <a href="mailto:hyoungblood@ircgov.com">hyoungblood@ircgov.com</a>
<i>Project Dates</i>	2024
<i>Responsible FDD Team Member</i>	Brandon Holst Mike Black
<i>Key Subconsultants/Subcontractors</i>	Florida Drilling performed 95%+ of work.
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$1.6M
<i>Change Orders Issued (if any)</i>	None

## ADDITIONAL WELL DESIGN-BUILD EXPERIENCE

### \*\*\*North Springs Improvement District Deep Injection Well IW-1 and DZMW-1

FDD provided complete design, permitting, well construction, well testing, all surface equipment including wellheads, well pads, I&C, electrical and piping tie-in to existing concentrate line for a new Deep Injection Well System. The project included deep injection well IW-1, dual-zone monitor well DZMW-1 and all associated stainless-



steel wellheads, concrete well pads, I&C, electrical, tie-into concentrate disposal for IW-1 and purge piping for DZMW-1. The project also included injection testing of the completed system. FDD was prime and employed the services of McNabb Hydrogeologic Consulting, Inc. (now McNabb-Miller Hydrogeologic, Inc.) as Professional Geologist and VLC One, Inc. as Professional Engineer of Record. HCE took over as the Engineer of Record during the operational permitting phase of the project.

***North Springs Improvement District IW-1 and DZMW-1***

<i>Client Contact</i>	Rod Colon District Manager North Springs Improvement District 9700 NW 52 <sup>nd</sup> Street, Coral Springs, FL 33076 Phone: 954-752-0400 Email: RodC@NSIDFL.Gov
<i>Project Dates</i>	2018-2022
<i>Responsible FDD Team Member</i>	Michael Black Brandon Holst
<i>Key Subconsultants/Subcontractors</i>	Florida Design was Prime; McNabb Hydrogeologic, Inc. was P.G.
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$6M
<i>Change Orders Issued (if any)</i>	None

***\*\*\*Seacoast Utility Authority Supplemental Wells SR-2 and SR-3 Wellhead Improvements***

Florida Design Drilling and Holtz Consulting Engineers designed and constructed modifications to Supplemental Wells SR-2 and SR-3 wellheads including replacement of piping, valves, backflow preventers, check valves, fittings, flow meter, and associated appurtenances; a new pressure switch and gauge downstream of the backflow preventer; a new concrete slab within the limits of the fenced in area; a new LED light fixture on the existing pole; coating of the above-grade piping; and startup and testing services.



***Seacoast Utility Authority Supplemental Wells SR-2 and SR-3 Wellhead Improvements***

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	October 2020 – February 2023
<i>Responsible FDD Team Member</i>	Jeffery Holst and Curtis Robinson, PE
<i>Key Subconsultants/Subcontractors</i>	N/A
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$422,657.99
<i>Change Orders Issued (if any)</i>	\$25,739 (Additional work requested by the Owner)

**\*\*\*Seacoast Utility Authority Well BR-26 Rehabilitation**

Florida Design Drilling and Holtz Consulting Engineers performed the rehabilitation of one of SUA's supply wells which had diminishing specific capacity. The project included pulling the existing well screen and riser, installation of a liner to prevent settling, deepening the existing production interval, acidization, and then installing a new stainless steel screen and gravel pack.

***Seacoast Utility Authority Well BR-26 Rehabilitation***

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	July 2022 – March 2024
<i>Responsible FDD Team Member</i>	Brandon Holst and Curtis Robinson, PE
<i>Key Subconsultants/Subcontractors</i>	FDD
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$391,555.00
<i>Change Orders Issued (if any)</i>	-\$72,705.60 (Value engineering performed during construction)

**ADDITIONAL WELL EXPERIENCE****\*\*\*Florida Power & Light, Co. – Turkey Point Deep Injection Well System (DIW-2, DIW-3 and DZMW-2)**

FPL utilizes two separate Class I deep injection well systems to meet the wastewater disposal requirements from the power generation process at its Turkey Point Power Plant. McNabb-Miller Hydrogeologic Consulting, Inc. (MMHC), teamed with Holtz Consulting Engineers, Inc. (HCE) and C&W Engineers, Inc. (C&W), provided FPL design, permitting, construction management and reporting services for both injection well systems. FDD performed complete well construction, well testing, all surface equipment for a new Deep Injection Well System. The project included deep injection well DIW-2, DIW-3, DZMW-2 and all associated stainless-steel wellheads,



concrete well pads, I&C, electrical and wellhead piping. The project also included injection testing of the completed system. For the most recent injection well system, FPL secured the MMHC team to provide services for construction and testing of two Class I deep IWs and one DZMW at the Turkey Point Clean Water Recovery Center. Construction commenced in February 2023. An aggressive 24-hr/7-day construction schedule was implemented to meet contract requirements. For a portion of the project three drill rigs were in operation simultaneously to drill the two IWs and DZMW.

**FPL Turkey Point Deep Injection Well System**

<i>Client Contact</i>	David Xavier, P.E. Project Manager Florida Power & Light Co. 4300 Kyoto Gardens Dr., PBG, FL 33410 Phone: 772-631-6686 Email: David.XAVIER@fpl.com
<i>Project Dates</i>	2022-2024
<i>Responsible FDD Team Member</i>	Brandon Holst Mike Black
<i>Key Subconsultants/Subcontractors</i>	Florida Design performed 95% of work; Cyber Electric and Locher Environmental (I&C)
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$20M (Private Client)
<i>Change Orders Issued (if any)</i>	None

**Village of Palm Springs Surficial Production Well Rehabilitation**

The project included engineering and hydrogeological services for the rehabilitation of multiple surficial aquifer production wells over several years including wells 11, 12, 13, 15, 16, 17, and 18. The project included developing a well rehabilitation procedure/approach, procurement assistance to piggy-back an existing well drilling contract, oversight of the well rehabilitation, and preparation of a technical memorandum summarizing the well rehabilitation activities and results at the conclusion of the field work.



**Village of Palm Springs Surficial Production Well Rehabilitation**

<i>Client Contact</i>	Andrew Klausner – Project Manager 226 Cypress Lane Palm Springs, FL 33461 Phone: 561-584-8200, x8721 Email: aklausner@vpsfl.org
<i>Project Dates</i>	March 2019 – September 2023
<i>Responsible FDD Team Member</i>	Harrison Barron, PE
<i>Key Subconsultants/Subcontractors</i>	N/A
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$382,118.41
<i>Change Orders Issued (if any)</i>	None

**Village of Palm Springs Replacement of Surficial Aquifer Well 14**

The project includes engineering and hydrogeological services for the design, permitting, bidding, construction, and testing required to replace one existing surficial aquifer production well in place. HCE performed extensive coordination with the Palm Beach County School District as necessary to facilitate procurement of new easements and to allow installation of an LPG-style Emergency generator serving Well 14 and off-site Well 13. HCE also coordinated with the Palm Beach County Health Department as necessary to obtain a variance for the necessary well construction permit. HCE completed the design, permitting, and bidding and is providing construction services.

***Village of Palm Springs Replacement of Surficial Aquifer Well 14  
and Installation of Standby Generator***

<i>Client Contact</i>	Andrew Klausner – Project Manager 226 Cypress Lane Palm Springs, FL 33461 Phone: 561-584-8200, x8721 Email: <a href="mailto:aklausner@vpsfl.org">aklausner@vpsfl.org</a>
<i>Project Dates</i>	February 2023 – Ongoing
<i>Responsible FDD Team Member</i>	Harrison Barron, PE
<i>Key Subconsultants/Subcontractors</i>	C&W Engineering
<i>Completed on Time</i>	Ongoing
<i>Completed within Budget</i>	Anticipated: \$1,925,994 (w/in Budget)
<i>Change Orders Issued (if any)</i>	None

**\*\*\*Village of Palm Springs Well No. 9 Replacement**

The project includes engineering and hydrogeological services for the design, permitting, bidding, construction, and testing required to reconstruct one existing surficial aquifer production well in place. HCE performed all coordination with FPL for the design and temporary relocation of existing overhead power lines required to reconstruct the well. HCE completed the design, permitting, and bidding and will provide construction services.

***Village of Palm Springs Well No. 9 Replacement***

<i>Client Contact</i>	Andrew Klausner – Project Manager 226 Cypress Lane Palm Springs, FL 33461 Phone: 561-584-8200, x8721 Email: <a href="mailto:aklausner@vpsfl.org">aklausner@vpsfl.org</a>
<i>Project Dates</i>	January 2020 - Ongoing
<i>Responsible FDD Team Member</i>	Brandon Holst and Jeff Holst
<i>Key Subconsultants/Subcontractors</i>	C&W
<i>Completed on Time</i>	Ongoing
<i>Completed within Budget</i>	Anticipated: \$1,297,441.16 (Under Budget)
<i>Change Orders Issued (if any)</i>	None

### **SUA Surficial Aquifer Production Well Replacement and Rehabilitation Program**

HCE is assisting Seacoast Utility Authority with a phased, multi-year program of replacing aged surficial aquifer production wells. HCE has assisted with the replacement of 38 wells in multiple phases. Each phase included separate design documents, permits from the Palm Beach County Health Department and the South Florida Water Management District, and bidding and construction assistance services. The wells are being constructed by multiple contractors. The replacement wells are located in the same easements or on the same sites as the original wells. These projects included hydraulic modeling of the raw water system, screened and open-hole wells, new well heads and raw water mains, and associated electrical and instrumentation.



### **SUA Surficial Aquifer Production Well Replacement and Rehabilitation Program**

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	April 2010 – September 2024
<i>Responsible FDD Team Member</i>	Curtis Robinson, PE Harrison Barron, PE
<i>Key Subconsultants/Subcontractors</i>	C&W
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes – Total Program Construction Cost ~35M
<i>Change Orders Issued (if any)</i>	Varied by Phase. Total change orders <5%

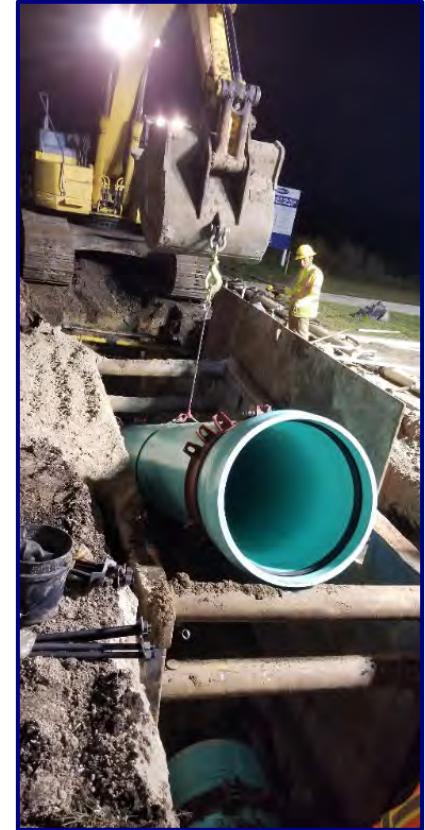
## PIPELINE EXPERIENCE

### **City of Port St. Lucie Glades to Tradition Reuse Water Main**

HCE provided professional engineering services related to the survey, geotechnical exploration, modeling, design, permitting, bidding, and construction for an approximately 12,250 linear foot extension of the City's existing reuse water main originating from their Glades Wastewater Treatment Facility. The proposed extension started from the reuse water main's existing termination near Glades Cut-off Road and extended to the Glades Force Main Repump Station site at the end of SW Tradition Parkway right-of-way. The reuse water main extension allowed the City to provide reuse water sales to the Tradition Irrigation Company and provide the transmission for future expansion of the reuse system to developments including Verano, Western Grove, Riverland-Kennedy, and Wilson Groves.

As part of this project, HCE estimated future reuse demand for approximately 20,000 acres of service area in the southwest area of the City. HCE performed hydraulic modeling using the reuse demand estimates to determine the proposed water main extension sizing. The hydraulic modeling effort also extended to analyzing future expansion of the system as the southwest area of the City is built-out. A preliminary design report was prepared summarizing the demand estimates, modeling results, and future improvements required as the system expands.

Approximately 12,100 linear feet of 24-inch diameter reuse water main was installed. In addition, approximately 840 linear feet of 36-inch wastewater FM was constructed across roadways and across power line corridors during this project for future tie in and to eliminate the need to impact these areas in the future. The reuse water main was designed to be primarily installed by open cut.; however, horizontal directional drills were required in four (4) areas to cross an existing wetland and existing ditches along the route.



### **City of Port St. Lucie Glades to Tradition Reuse Water Main**

<i>Client Contact</i>	John Eason, PE Assistant Director, City of Port St. Lucie 1001 SE Prineville St, Port St. Lucie, FL 34983 Phone: 772-873-6487 Email: JEason@cityofpsl.com
<i>Project Dates</i>	December 2020 – September 2023
<i>Responsible FDD Team Member</i>	Curtis Robinson, PE and Ben Fecko, PE
<i>Key Subconsultants/Subcontractors</i>	N/A
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$352,162
<i>Change Orders Issued (if any)</i>	\$506,456.97 (Additional roadway was constructed by developer – the 24" RCWM was changed from open cut to bore and owner added 190 LF of 36" FM for a future connection.)

### Seacoast Utility Authority Hood Road 36-inch Raw Water Main



HCE provided survey, design, permitting, bidding and construction engineering services for 3,200 linear feet of 36-inch raw water main located in easements and right-of-ways along Hood Road in Palm Beach Gardens, Florida. Over 3,600 linear feet of fiber optic conduit was also designed and constructed as part of the project. The project included PVC, HDPE and ductile iron pipe installed both via open-cut and directional drill methods. Horizontal directional drills were designed beneath major thoroughfares. The project was designed to accommodate the future widening of Hood Road. Permits were obtained from multiple agencies including the Palm Beach County Health Department, City of Palm Beach Gardens, and Palm Beach County Land Development Department. During construction, HCE negotiated a \$116,000 credit from the contractor for utilizing alternate pipe materials.

### Seacoast Utility Authority Hood Road 36-inch Raw Water Main

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	October 2015–July 2018
<i>Responsible FDD Team Member</i>	Christine Miranda, PE and Stephen Fowler, PE
<i>Key Subconsultants/Subcontractors</i>	N/A
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$116,178
<i>Change Orders Issued (if any)</i>	-\$71,132.50 (-3.8%)

### City of Boca Raton Innovative Sustainable Infrastructure Program

HCE provided professional engineering services related to the survey, geotechnical exploration, design, permitting, bidding, and construction for 52,612 linear feet of potable water main and 8,136 linear feet of force main replacement for the City's city-wide utility replacement program. Construction of an additional 34,190 linear feet of water main and 7,040 linear feet of force main is scheduled to be completed in 2026. Design for an additional 50,836 linear feet of water main is currently underway. In 2018, the City introduced its Innovative Sustainable Infrastructure Program (iSIP). This long-term initiative uses technology and data to evaluate, prioritize, and improve critical infrastructure throughout the City. The



program's goal is to holistically upgrade the existing neighborhood infrastructure including water, sewer, stormwater, sidewalk, shared-use paths, landscaping, lighting, and roadway systems.

Proposed utility improvements have primarily been installed using open-cut methods but have also included an approx. 1,450 linear foot 24" Fusible PVC main installed via horizontal directional drilling methods under Interstate 95 as well as many DR-11 HDPE directional drills ranging in size from 6" to 20". Coordination between multiple governmental authorities including City, County, Lake Worth Drainage District, and FDOT has been required as neighborhood improvements have spanned large geographical areas within the City's utility system.

A primary goal of the program has been to minimize disruption to residents to the greatest extent possible via careful scheduling, sophisticated maintenance of traffic planning, and a well developed public outreach program including a dedicated program website, public informational meetings, public mailers, door-tagging, on-site meetings with concerned residents, and NextDoor notifications.

#### ***City of Boca Raton Innovative Sustainable Infrastructure Program***

<i>Client Contact</i>	Chris Helfrich, P.E. Director of Utility Services, City of Boca Raton 1401 Glades Road, Boca Raton, FL 33431 Phone: 561-338-7303 Email: CHelfrich@bocaraton-fl.gov
<i>Project Dates</i>	August 20185- Ongoing
<i>Responsible FDD Team Member</i>	Harrison Barron, PE and Christine Miranda, PE
<i>Key Subconsultants/Subcontractors</i>	N/A
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$19,250,473
<i>Change Orders Issued (if any)</i>	(\$792,277) - (Net Contract Price decrease across multiple projects between additional work items requested by City, unused contingencies, and value-engineering)

#### ***City of Stuart Concentrate Main and State Revolving Fund (SRF) Assistance***

HCE performed design, permitting, State Revolving Fund (SRF) funding assistance, bidding, and engineering services during construction of approximately 5,400 linear feet of 12" HDPE Concentrate main from the City of Stuart Water Treatment Plant to the City of Stuart Water Reclamation Facility. Approximately 5,400 linear feet of fiber optic conduit was also designed as part of the project. The project included HDPE mains installed both via open-cut and directional drill methods. The routing of the mains were through existing residential neighborhoods within the City. This project was funded through the SRF program. HCE prepared and submitted the facilities plan that was required to obtain the SRF loan for this project. HCE also provided SRF assistance during construction including ensuring the requirements of the American Iron and Steel (AIS) Act are met for applicable materials, reviewing certified payrolls and conducting labor interviews for Davis Bacon Wage compliance, and assistance in preparation of disbursement requests to go to the SRF program for processing.



***City of Stuart Concentrate Main and State Revolving Fund (SRF) Assistance***

<i>Client Contact</i>	Marc Rogolino Project Manager, City of Stuart 121 SW Flagler Avenue Stuart, FL 34994 Phone: 772-221-4700 Fax: 772-288-5381 Email: mrogolino@stuartfl.gov
<i>Project Dates</i>	June 2020 – October 2023
<i>Responsible FDD Team Member</i>	Christine Miranda, PE and Benjamin Fecko, PE
<i>Key Subconsultants/Subcontractors</i>	N/A
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes -\$203,475
<i>Change Orders Issued (if any)</i>	-\$61,697.00 (-6.9%)

**Martin County Utilities Western Force Main & Water Main Extension Project**

HCE provided hydraulic modeling, design, permitting, and contractor procurement services for the installation of approximately 29,800 linear feet of water and 36,000 linear feet of wastewater force mains ranging in size from 16-inch to 6-inch necessary to include new customers, currently served by individual septic tanks, in the service area located along State Road 714 between Florida's Turnpike and Interstate 95. The project will connect these Western Utility Extension users to the Martin County Utilities wastewater transmission system upstream of existing Lift Station No. 540. HCE has designed upgrades to existing Lift Station No. 540 to repump wastewater flow from the Western Corridor Extension to the Martin Downs In-line Booster Pump Station, also designed by HCE. The project also included a HDD beneath Florida's Turnpike.

***Martin County Utilities Western Force Main & Water Main Extension Project***

<i>Client Contact</i>	Leo Repetti, PE Technical Services Administrator, Martin County Utilities PO Box 9000, Stuart, FL 34995 Phone: 772-221-2353 Fax: 772-221-1447 Email: LRepetti@martin.fl.us
<i>Project Dates</i>	September 2019-Current
<i>Responsible FDD Team Member</i>	Curtis Robinson, PE
<i>Key Subconsultants/Subcontractors</i>	C&W
<i>Completed on Time</i>	Ongoing
<i>Completed within Budget</i>	Yes - \$439,480
<i>Construction Change Orders Issued (if any)</i>	Ongoing

## ADDITIONAL DESIGN-BUILD EXPERIENCE

### **\*\*\*Village of Indiantown Wastewater Treatment Plant Expansion**

Florida Design Drilling is the prime firm for the expansion of the Village of Indiantown Wastewater Treatment Plant (WWTP). Team members include HCE, C&W, and Wekiva. The project includes increasing the capacity of the WWTP to 1.2 MGD AADF and improving the treatment capability so the effluent meets new more stringent nitrogen and phosphorous limits. The new WWTP will be a four-stage Bardenpho process with a new headworks, equalization basin, anoxic and aeration basins, and secondary clarifiers. The existing filters and disinfection system are being rehabilitated. A new triplex, submersible master lift station is being constructed along with a new administration/electrical building. The project is being initiated with initial agreements for preliminary and final design services and then seven GMPs for various portions of the project.



Oct 21, 2024 at 12:51 PM

#### ***Village of Indiantown Wastewater Treatment Plant Expansion***

<i>Client Contact</i>	Patrick Nolan Utilities and Public Works Director Village of Indiantown 15516 SW Osceola St., Suite B Indiantown, Florida 34956 Phone: (772) 341-3098 Email: PNolan@Indiantownfl.gov
<i>Project Dates</i>	February 2024 - Ongoing
<i>Responsible FDD Team Member</i>	Jeffrey Holst Curtis Robinson, PE and Ben Fecko, PE
<i>Key Subconsultants/Subcontractors</i>	HCE, C&W, and Wekiva
<i>Completed on Time</i>	Ongoing
<i>Completed within Budget</i>	Ongoing (Total Cost ~\$25M)
<i>Change Orders Issued (if any)</i>	Ongoing

### **\*\*\*Seacoast Utility Authority PGA WWTP Process Water Improvements**

Florida Design Drilling and Holtz Consulting Engineers designed and constructed an extension to the process water system at the PGA WWTP. Anticipated improvements included extending a 2-inch process water pipe from an existing six-inch ductile iron process water pipe to the deep injection well and pump station and installing hose washdown stations. The washdown stations included stainless steel hose bibbs, racks, and appurtenances. The design also included the installation of six (6) new isolation valves on the process water distribution system. Twenty-eight (28) valve box collars were also removed and new concrete valve collars with identification tags were installed.



10/26/23, 11:46 AM

***Seacoast Utility Authority PGA WWTP Process Water Improvements***

<i>Client Contact</i>	Brent Weidenhamer, P.E. Director of Operations Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bweidenhamer@sua.com
<i>Project Dates</i>	February 2023 – June 2024
<i>Responsible FDD Team Member</i>	Jeffrey Holst and Curtis Robinson, PE
<i>Key Subconsultants/Subcontractors</i>	FDD
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$351,888.93
<i>Change Orders Issued (if any)</i>	\$72,115.25 (Owner Requested Changes)

**\*\*\*Seacoast Utility Authority Hood Road Water Treatment Plant Louver and Exhaust Fan Replacement**

Holtz Consulting Engineers with FDD and Wekiva and subcontractors and subconsultants designed and constructed the replacement of five louvers on the high service pump building and fourteen roof exhaust fans at the membrane process and clearwell blower buildings. The louver replacement required structural strengthening modifications to the existing CBS walls to meet hurricane wind loads, stucco repair, and exterior coatings.



Jul 11, 2024 at 11:36 AM

***Seacoast Utility Authority Hood Road Water Treatment Plant Louver and Exhaust Fan Replacement***

<i>Client Contact</i>	Brent Weidenhamer, P.E. Director of Operations Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bweidenhamer@sua.com
<i>Project Dates</i>	October 2022 – October 2024
<i>Responsible FDD Team Member</i>	Jeffrey Holst and Stephen Fowler, PE
<i>Key Subconsultants/Subcontractors</i>	FDD and Wekiva
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$404,926.50
<i>Change Orders Issued (if any)</i>	\$141,005.50 (Owner Requested Increase in Scope)

**Riviera Beach Utility Special District Avenue C Repump Station Improvements**

The project includes the survey, design, permitting, and construction of improvements at the potable water repump station including two new 50 HP booster pumps with VFDs and switch gear, instrumentation and controls, Data Flow system, chemical monitoring system, ground storage tank mixer, new emergency generator and ATS, new valves and piping, safety improvements to the existing ground storage tank, miscellaneous building improvements, and implementation of a temporary bypass pumping system. The project also includes the removal of a buried propane tank and all necessary restoration.

**Riviera Beach Utility Special District Avenue C Repump Station Improvements**

<i>Client Contact</i>	John A. Armstrong, P.E. Senior Utility Engineer City of Riviera Beach Utility Special District 600 West Blue Heron Boulevard Riviera Beach, FL 33404 Phone: (561) 845-3457 Email: <a href="mailto:Jarmstrong@rivierabeach.org">Jarmstrong@rivierabeach.org</a>
<i>Project Dates</i>	June 2019 – September 2021
<i>Responsible FDD Team Member</i>	Stephen Fowler, PE
<i>Key Subconsultants/Subcontractors</i>	HCE
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$1,425,941.24
<i>Change Orders Issued (if any)</i>	-\$112,921.98 (unused allowance)

**Riviera Beach Utility Special District Avenue U Repump Station Improvements**

The project includes the survey, design, permitting, and construction of improvements at the Avenue U potable water repump station including new 100 HP booster pumps with VFDs and switch gear, instrumentation and controls, Data Flow system, chemical monitoring system, GST altitude valve repairs, new ATS and connection to the emergency generator, new valves and piping, safety improvements to the existing ground storage tank, miscellaneous building improvements, and implementation of a temporary bypass pumping system.

**Riviera Beach Utility Special District Avenue U Repump Station Improvements**

<i>Client Contact</i>	John A. Armstrong, P.E. Senior Utility Engineer City of Riviera Beach Utility Special District 600 West Blue Heron Boulevard Riviera Beach, FL 33404 Phone: (561) 845-3457 Email: <a href="mailto:Jarmstrong@rivierabeach.org">Jarmstrong@rivierabeach.org</a>
<i>Project Dates</i>	June 2019 – September 2021

<i>Responsible FDD Team Member</i>	Stephen Fowler, PE
<i>Key Subconsultants/Subcontractors</i>	HCE
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$984,653.98
<i>Change Orders Issued (if any)</i>	-\$16,704.48 (unused allowance)

### Seacoast Utility Authority Emergency Lift Station No. 88

#### Force Main Replacement

The project includes the survey, design, permitting, and construction of approximately 1,500 LF of 8" force main along Hood Road and the rehabilitation of Lift Station No. 88 including cleaning and recoating of the wet well, replacing the base plates, base elbows, riser piping, and all above-grade valves and piping. Also included is the disassembly and removal of the temporary force main and all restoration.



#### **Seacoast Utility Authority Emergency Lift Station No. 88 Force Main Replacement**

<i>Client Contact</i>	Brandon Selle, P.E. Chief Operations Officer Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bselle@sua.com
<i>Project Dates</i>	June 2020 – August 2021
<i>Responsible FDD Team Member</i>	Stephen Fowler, PE
<i>Key Subconsultants/Subcontractors</i>	K3
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$341,657.50
<i>Change Orders Issued (if any)</i>	\$217,381.55 (Owner requested rehabilitation of the lift station pumping into the force main as a change order to the original scope)

### Seacoast Utility Authority Reclaimed Water Meter Station Valve Replacements

The project included engineering and construction services for the replacement of an existing 6" Cla valve with a new 6" plug valve and electric actuator at the Old Palm reclaimed water meter station, including electrical and control connections from the existing control panel to the new valve actuator. The project also included engineering and construction services for the replacement of the existing 8" Cla valve with a new 8" plug valve and electric actuator at the Mirasol reclaimed water metering station, including electrical and control connections, from the existing control panel to the new valve actuator. The project involved integrating with the Owner's existing SCADA



system and operations network and was able to be constructed without interruption of the customers' reclaimed water service.

***Seacoast Utility Authority Reclaimed Water Meter Station Valve Replacements***

<i>Client Contact</i>	Brent Weidenhamer, P.E. Director of Operations Seacoast Utility Authority 4200 Hood Road, Palm Beach Gardens, FL 33410 Phone: (561) 628-6175 Email: bweidenhamer@sua.com
<i>Project Dates</i>	2017
<i>Responsible FDD Team Member</i>	Stephen Fowler, PE and Linwood Lee
<i>Key Subconsultants/Subcontractors</i>	HCE
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$18,575
<i>Change Orders Issued (if any)</i>	None

***Riviera Beach Utility Special District Lift Station No. 41 Improvements***

The project includes performing a hydraulic analysis of the lift station including installation of a Volucalc to record lifts station influent and effluent data in order to size the replacement pump, discharge piping, and valves. Improvements to the lift station include replacing base plates, base elbows, discharge piping, plug valves and check valves. The project also includes adding a bypass pump suction line through the wet well top slab, repairs to the wet well floor, and temporary bypass pumping including the MOT for the bypass system.



***Riviera Beach Utility Special District Lift Station No. 41 Improvements***

<i>Client Contact</i>	John A. Armstrong, P.E. Senior Utility Engineer City of Riviera Beach Utility Special District 600 West Blue Heron Boulevard Riviera Beach, FL 33404 Phone: (561) 845-3457 Email: Jarmstrong@rivierabeach.org
<i>Project Dates</i>	August 2020 – January 2021
<i>Responsible FDD Team Member</i>	Stephen Fowler, PE
<i>Key Subconsultants/Subcontractors</i>	HCE
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	\$153,981.00
<i>Change Orders Issued (if any)</i>	No

**South Martin Regional Utility Wastewater Treatment Plant Safety Improvements**

The project included the design, furnishing, and installation of several elevated aluminum platforms and stairways to provide the plant staff safe access to various areas and pieces of equipment for maintenance and operation. The team was able to overcome the challenges of designing and constructing these improvements in limited areas while keeping the facilities operable and accessible to the plant staff. The project also included the design of upgraded LED lighting and additional site lighting to be implemented later.

**South Martin Regional Utility Wastewater Treatment Plant Safety Improvements**

<i>Client Contact</i>	Stuart Trent, PE Director South Martin Regional Utility PO Box 395, Hobe Sound, FL 33475 Phone: (772) 546-6259 Email: strent@tji.martin.fl.us
<i>Project Dates</i>	2018
<i>Responsible FDD Team Member</i>	Stephen Fowler, PE, Linwood Lee, and Jose Reyes
<i>Key Subconsultants/Subcontractors</i>	HCE and C&W
<i>Completed on Time</i>	Yes
<i>Completed within Budget</i>	Yes - \$97,856.85
<i>Change Orders Issued (if any)</i>	None

## TAB #4: METHODOLOGY / APPROACH

### 4A - Planning

The FDD team has prepared a plan for performing the work in the City's required timeframe and budget while providing a quality product. The team has prepared not only a plan for performing the work as outlined in the RFQ, but also began evaluating alternatives.



*The FDD team's plan for this project allows the City to complete this important project in the most efficient manner possible while meeting budget requirements.*

### 4A1 – Well Design, Testing, and Drilling

The City desires to enhance utilization of the Upper Floridan Aquifer (UFA) to help address their increasing water demands. The UFA is primarily comprised of consolidated limestone and dolostone of variable porosity and discreet permeable zones. The UFA contains brackish to saline formation water and the water can most easily be extracted (pumped) from the permeable zones. Overlying the UFA are two hydrogeological units generally named the Surficial Aquifer System (SAS) and the Intermediate Confining Unit (Hawthorn Group). The SAS is primarily comprised of unconsolidated sand, shell, and limestone layers, and the Hawthorn Group consists of green, dense, and phosphatic-rich clays and marls. A transitional formation interval is encountered below the Hawthorn Group clays from a sandy/silty and less competent limestone to a more competent limestone/dolostone formation that is suitable for a UFA production well with formation water that will receive membrane treatment.

Different drilling methods are used to complete a production well into the UFA. A shallow (pit) casing is first set to a depth between 10 and 30 feet below land surface (bls). The pit casing provides ground stability for the drill rig as deeper boreholes are drilled. Mud-rotary drilling is necessary to drill through the unconsolidated material of the SAS; the base of which in the St. Lucie area is near a depth of 150 feet bls. During mud-rotary drilling, fluids (drilling mud) are introduced into the borehole to lubricate the drill bit, remove drilled rock cuttings from the borehole and create a "mud-cake" along the borehole wall to prevent hole collapse. A steel casing is then inserted into the borehole to the approximate base of the SAS and the annular space between the casing and borehole is filled with cement grout. The intent of this casing is to isolate the SAS from the underlying Hawthorn Group clays as drilling progresses.

A smaller drill bit is then inserted into the casing isolating the SAS and another borehole is extended below the SAS by the mud-rotary drilling method. At a minimum, the mud-drilled borehole is extended through the dense green clays of the Hawthorn Group. The base of the Hawthorn clays in the St. Lucie area is near 600 feet bls. For many (if not all) of the existing City's UFA wells in the JEA wellfield, the mud-drilled hole was extended significantly below the Hawthorn clays into the UFA to depths near 800 feet bls. Another smaller diameter casing is then inserted through the previously set SAS casing and to the base

of the borehole and the annular space is filled with cement grout. The intent of this casing is to keep the Hawthorn Group clays and the shallower sandy/silty UFA formation isolated from the more competent and productive UFA formation.

After both the unconsolidated SAS and the Hawthorn clays are isolated, methods are converted from the mud-rotary to the reverse-air drilling method. The reverse-air (open-circulation method) is a common and preferred method when drilling through the more competent formation encountered in the UFA. Reverse air drilling is accomplished by installing an airline supplying compressed air within the drill string, creating an airlift that facilitates removal of drill cuttings and formation water through the drill string for discharge at the surface. As drilling mud is not used and fluids are not re-circulated through the borehole, reverse-air is the optimal drilling method to obtain representative water quality and to evaluate the hydraulic characteristics of the formation intersected by the borehole.

A design approach, referred to as a “test-well design”, includes a casing string set just below the Hawthorn clays and near the top of the transitional interval of the UFA where the sand/silt diminishes (and the formation becomes more competent) with depth. Reverse-air drilling is then employed to achieve optimal data collection of the shallow part of the UFA. After review of the drill cuttings, field water quality, specific capacity results with depth, and geophysical logging plots are performed, a setting depth for the final production casing will be determined. The capital cost and construction duration are greater with the “test-well design” approach, but it allows for an investigation of the shallowest part of the UFA using reverse-air drilling. If production intervals are present in the shallow UFA that do not produce unacceptable levels of sand and silt, this would result in the setting of a shallower production casing and optimizing the performance and water quality of the well. This information will then be used for the additional wells to be constructed, and a “standard-well design” can be employed. The standard design uses one less casing string compared to the “test-well design” with the final production casing being set and cemented within a mudded-hole. After the production casing is set, the reverse-air drilling method will be employed, and water-quality/hydraulic data will be collected within the open hole as drilling progresses.

## OBJECTIVES FOR UFA WELLS

Several components were considered for the design of the Floridan Aquifer which include:

- The diameter of the final casing shall be adequate to accommodate appropriately sized pumps.
- The final casing shall consist of a material appropriate for resistance to corrosion of brackish Floridan Aquifer waters and shall be certified by the National Sanitation Foundation (NSF) to be acceptable for water supply.
- The open-hole interval within the Floridan Aquifer shall intersect competent and permeable strata with acceptable water quality.
- The Surficial Aquifer System, the Hawthorn Group and the Floridan Aquifer shall be isolated from each other by setting and cementing casings concentrically near the base of the Surficial Aquifer and near the base of the Hawthorn Group.
- The casings shall be appropriately cemented in place. Regulations require a minimum thickness of 2 inches for the cement sheath.

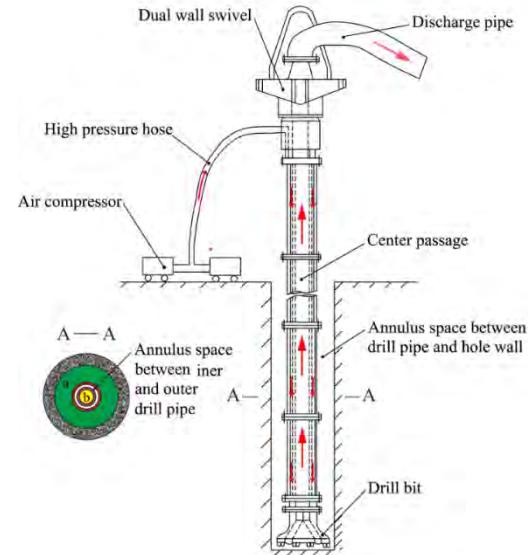
During well construction, data will be collected and interpreted to determine the geologic and hydrogeologic characteristics of the strata intercepted by the borehole. The data will be used to determine the optimal subsurface design.

#### Reverse Air Pilot Hole Drilling

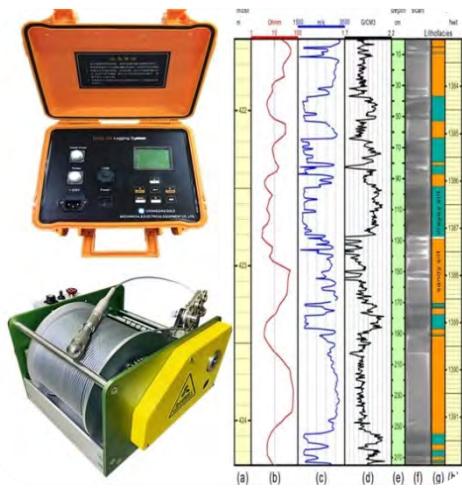
Reverse-air (open-circulation) is a common and preferred method when drilling through the more competent formation encountered in the UFA. During drilling, cuttings will be collected at 5-foot depth intervals, described by the onsite geologist, and summarized in a lithologic log. The water quality and hydraulic characteristics of the formation also will be frequently measured during drilling as described in the section below.

#### Reverse-Air Water Quality and Specific Capacity Testing

During pilot-hole drilling, samples of the reverse-air discharge fluids will be collected approximately every 10 feet for field analysis of: specific conductivity, TDS, chloride and pH. As drilling progresses, cuttings and formation fluids enter the drill stem from the drill bit located at the bottom of the borehole.



At each drill-rod connection, the Contractor will continue to circulate until cuttings are removed from the borehole and discharge waters are generally free of suspended solids. The reverse-air circulation will then be terminated, and the annulus outside the drill pipe string will be allowed to flow. Flowing conditions continued for a sufficient period of time allow flow rates and water levels in the manometer tube to generally approach stabilization. During this time, water quality samples will be collected for field analysis of specific conductivity, TDS, chloride, pH, iron, and hydrogen sulfide. The Contractor will then close the flow-port valve to shut-in the well to obtain approximate water levels under static conditions. This will provide the necessary data to calculate specific capacity with depth.



#### Geophysical Logging in Pilot Hole

The Contractor will perform geophysical logging under static and dynamic conditions in the UFA. Geophysical logging will be performed in the pilot-hole to achieve multiple objectives including: correlating drill cuttings collected during drilling; identifying formation boundaries; correlating vertical geological offsets between nearby wells; and obtaining specific geologic and hydrogeologic data. This data will be used to identify transmissive intervals and assist in selecting optimum production zones.

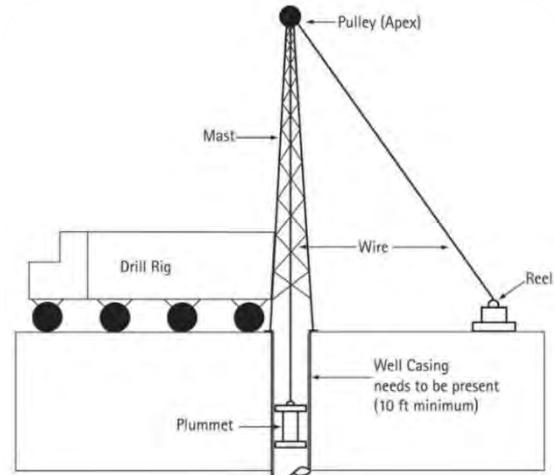
#### Plumbness and Alignment Test

The Contractor will perform plumbness and alignment testing (P&A) of the upper ~100 feet of the final PVC casing. P&A testing will be conducted to verify that the inner casing plumbness and alignment complies with AWWA requirements. This test will also be included in the specifications to provide assurance that the wells are

sufficiently plumb should the City decide to install a submersible pump assembly in the future.

We will ensure that the results of the P&A testing indicate the final casings are compliant with applicable AWWA well construction standards.

An alignment test will be performed by lowering a “dummy” pipe with a total length of ~50 feet. The dummy pipe will consist of a 3-inch diameter steel pipe with three cylindrical rings. Each ring will have a diameter slightly smaller than the inside diameter of the well and will be approximately 12-inches in length. The rings will be located one at each end and one in the center of the 3-inch pipe. The dummy tool will be freely lowered with no impediments to 150 feet bsl. These tests ensure that the well is plumb and aligned sufficiently to allow for proper installation of permanent submersible pumps.



## WELL DEVELOPMENT

### Borehole Jetting

The borehole jetting phase of development is designed to deliver a high velocity of water directly into the borehole with the use of a rotating jetting tool. Sediment dislodged from the jetting process is discharged from the well bore. This process will be continued as the jetting tool is slowly rotated and passed up and down the borehole from the base of the PVC casing to the total depth. After completing jetting, the Contractor will remove fill accumulated at the bottom of the open hole. A brief flow test will be performed after each phase of development.

### Pump Development

After performing jetting, the Contractor will connect a centrifugal pump in line with the temporary wellhead tee and resume development by pump surging. During pump development, sand content testing, silt density index (SDI) testing, field water quality testing and specific capacity testing will be performed on multiple occasions. Water levels will be continuously monitored during pump development and step drawdown testing will also be performed. Pump development will be considered complete when sand content is below 1 part per million (ppm) at the approximate design rate, and water quality and specific capacities are generally stable.

### Step Drawdown Testing

After development is considered complete, a step drawdown pump test will be performed. The test will consist of multiple steps of increased pumping rates. Each step will be pumped at a nearly constant rate for approximately 2 hours. Prior to performing the test, a transducer will be installed in the well to monitor water levels. During testing, pump rates, water levels, sand content, SDI and field water quality will be regularly monitored and recorded. At the end of the test, pumping will be terminated, and the recovery portion of the test will begin. During recovery, water levels will be measured to observe the recovery rate until static conditions are achieved. A water quality sample will also be collected for laboratory analysis.

### Downhole Video Survey

Following completion of step drawdown testing, the Contractor will perform a downhole video survey to inspect the condition of the production casing and open-hole production interval. The video survey on the down hole pass will be under static (non-flowing) conditions. On the up-hole pass, the video will be performed under dynamic conditions. The initial downward pass of the camera will consist of a downhole view, and the upward pass will consist of a sideview throughout the entire length of the open hole and casing string.



### 4A2 – Well Materials, Constructability and Value Engineering

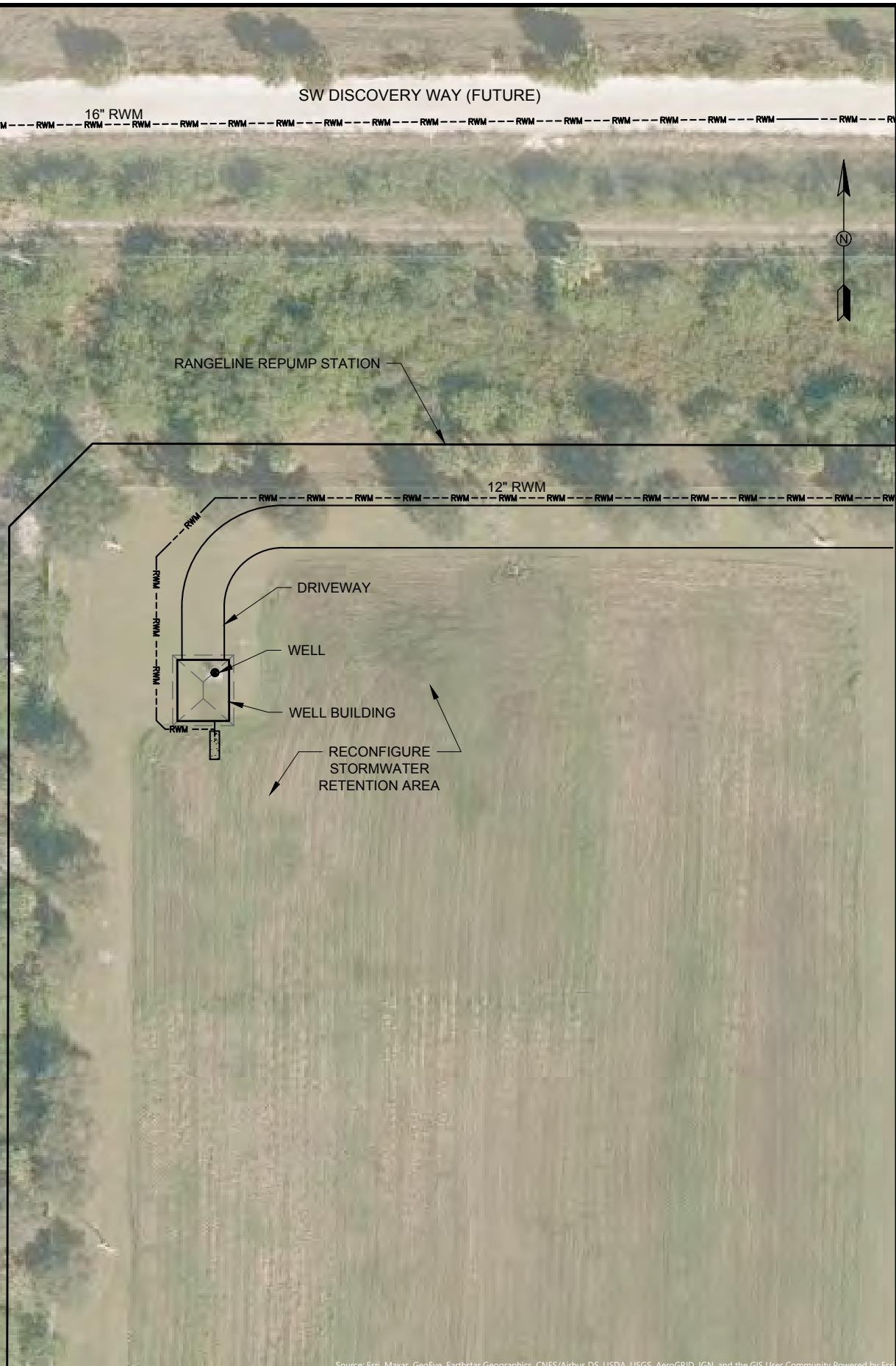
The FDD team has already initiated portions of the planning process, including doing a preliminary layout of Well Sites F-21 through F-25 as shown on the following pages. We have also conducted a review of the well materials of construction, sizing, and constructability. One of the first items of construction will be the procurement of the casing materials for the wells. As discussed later in this section, this item is on the critical path of the construction schedule and the earlier this portion of the design can be completed, the quicker the project will progress.



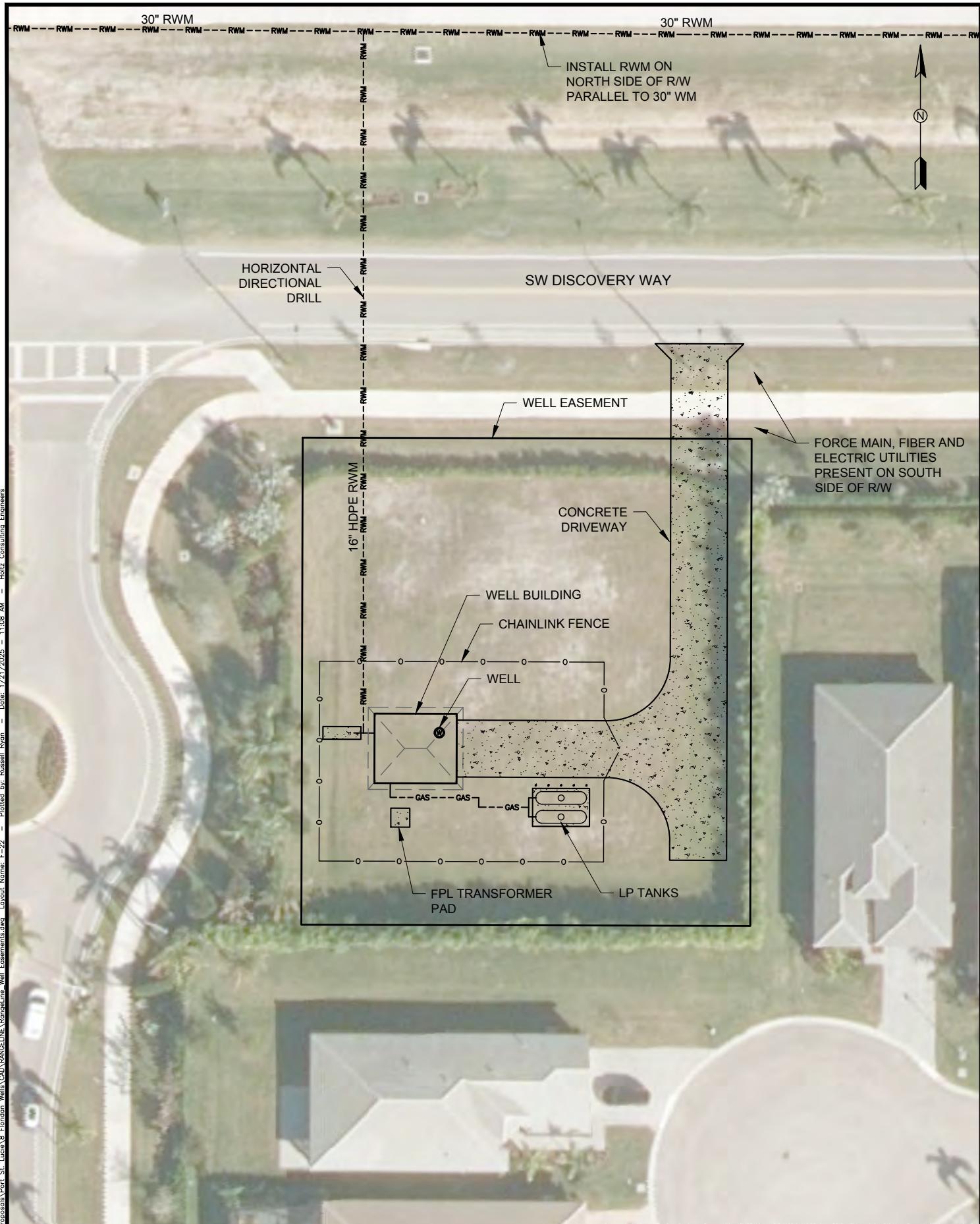
*The FDD team has already started planning material selection and addressing constructability issues for this project to ensure critical path items are addressed.*

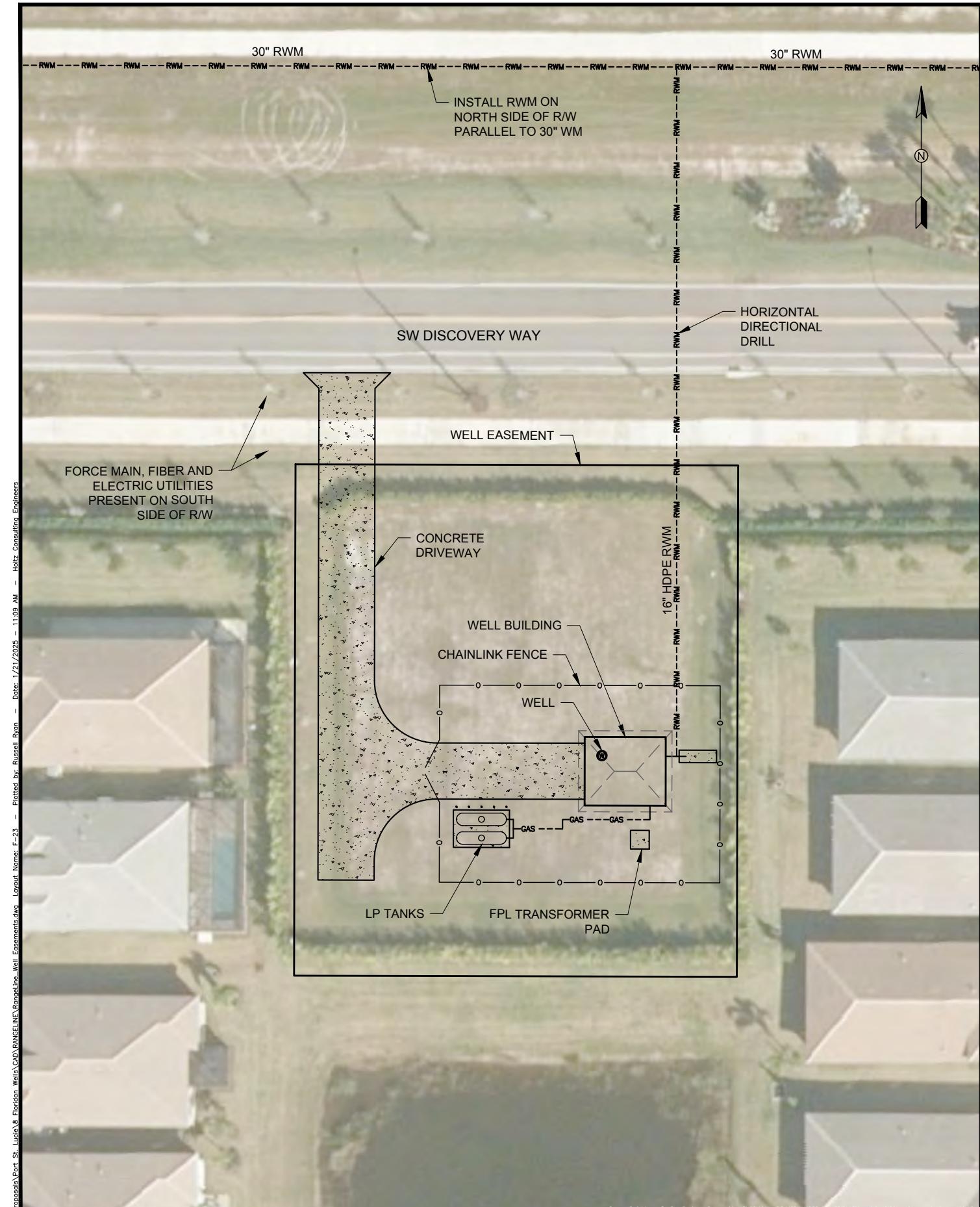
In review of the RFQ our team took into consideration the target well design capacity, as well as the existing PSL UFA well designs and known UFA well characteristics. From there we formulated our design to have the ability to achieve the target performance goal of 1,840 gpm with margin, and at an acceptable uphole velocity as to minimize the potential of elevated SDI. Additionally, we considered accommodating the existing pump design, constructability of the well and availability of the casing materials. Finally, having considered all technical information; the overall cost of the well was considered in a final casing material selection and well design that is of highest value for this application.

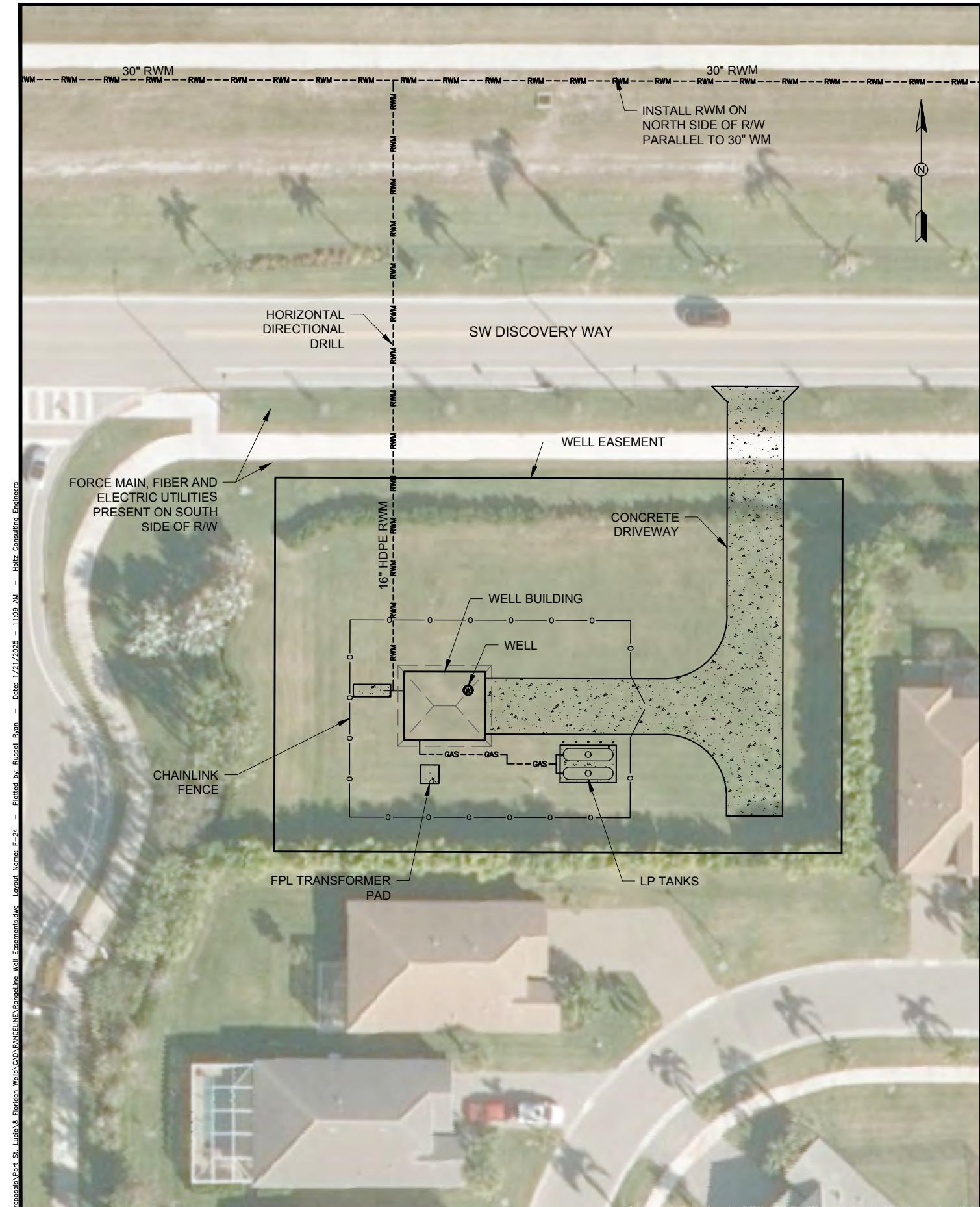
As suggested in the RFQ, a 24" diameter well would satisfy the design criteria, however upon further detailed analysis, this diameter final casing may be larger than necessary and increases total cost of the wells without apparent benefit. The City has previously sole-sourced Afton stainless steel vertical turbine pumps. The majority of the existing pumps are the Afton 12x12 GSV 3-stage pump. These pumps are recommended to be housed inside no less than a 15.2" inside diameter casing in order to allow proper flow/cooling per the pump manufacturer. Additionally, a 3-5 feet per second maximum uphole velocity is recommended to reduce scouring effects in the open borehole during pumping and to minimize SDI. A 16" borehole affords slightly over 1,850 gpm at an uphole velocity of 3 fps, and at over 3,000 gpm the uphole velocities remain at 5 fps or less.

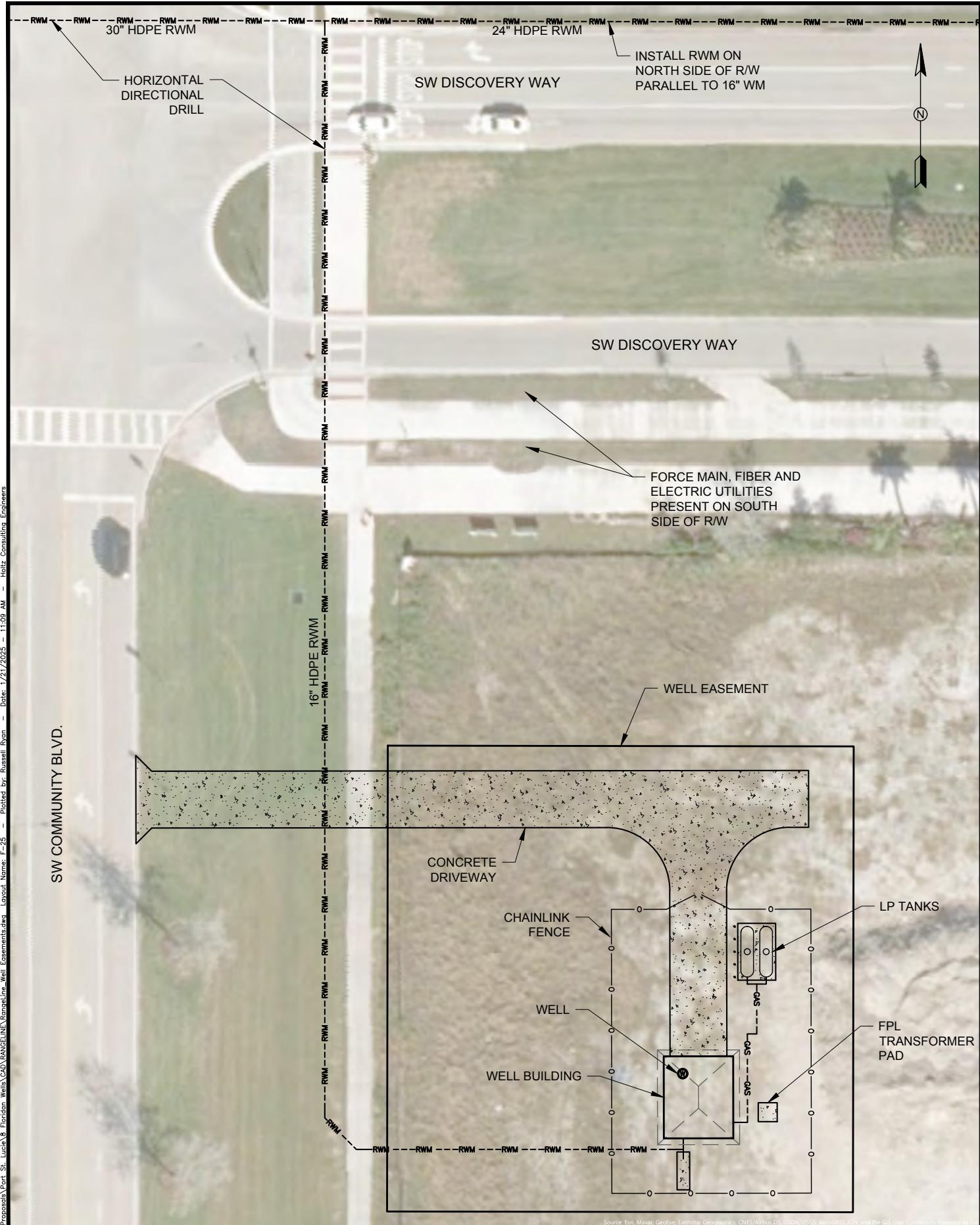


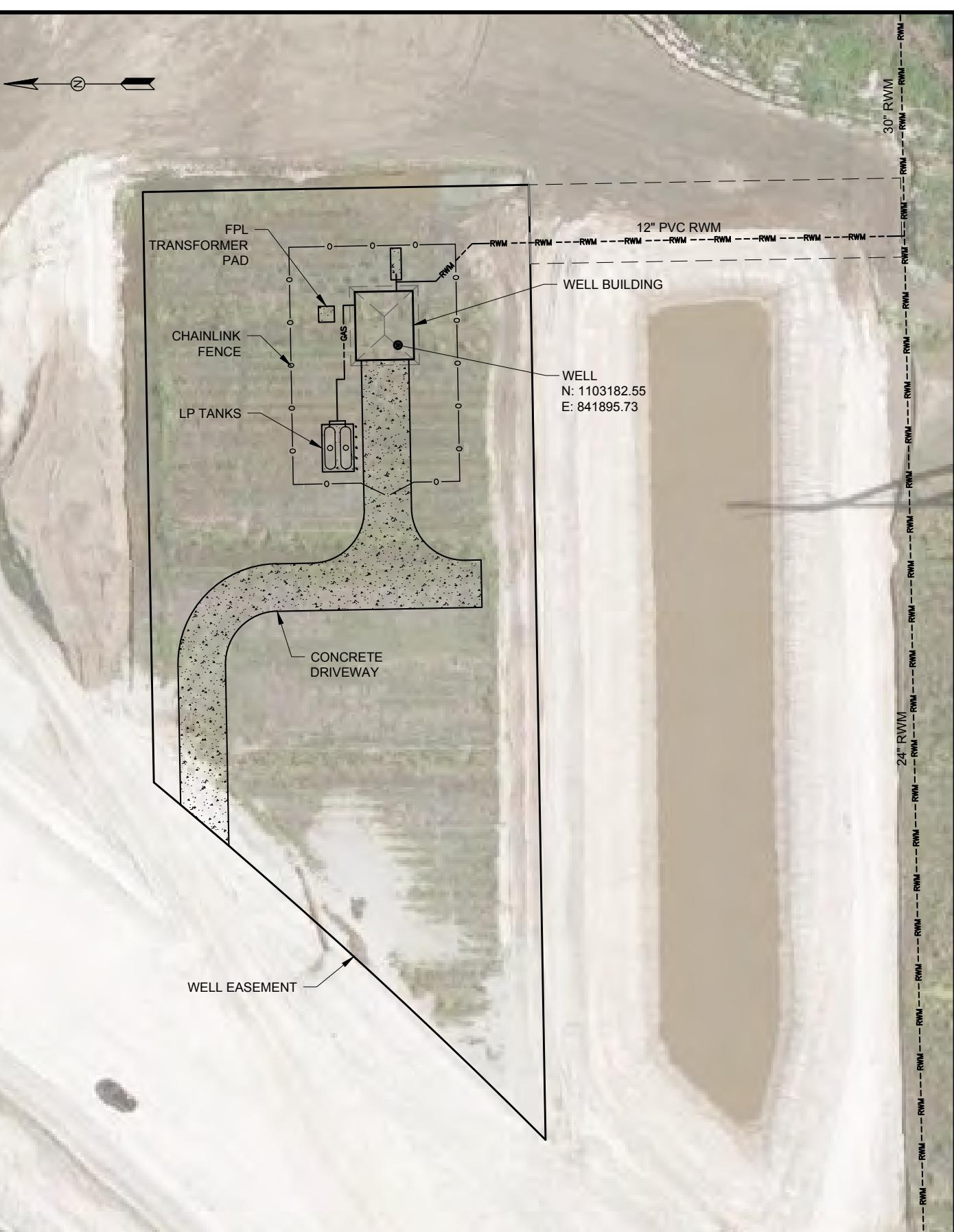
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community Powered by Esri



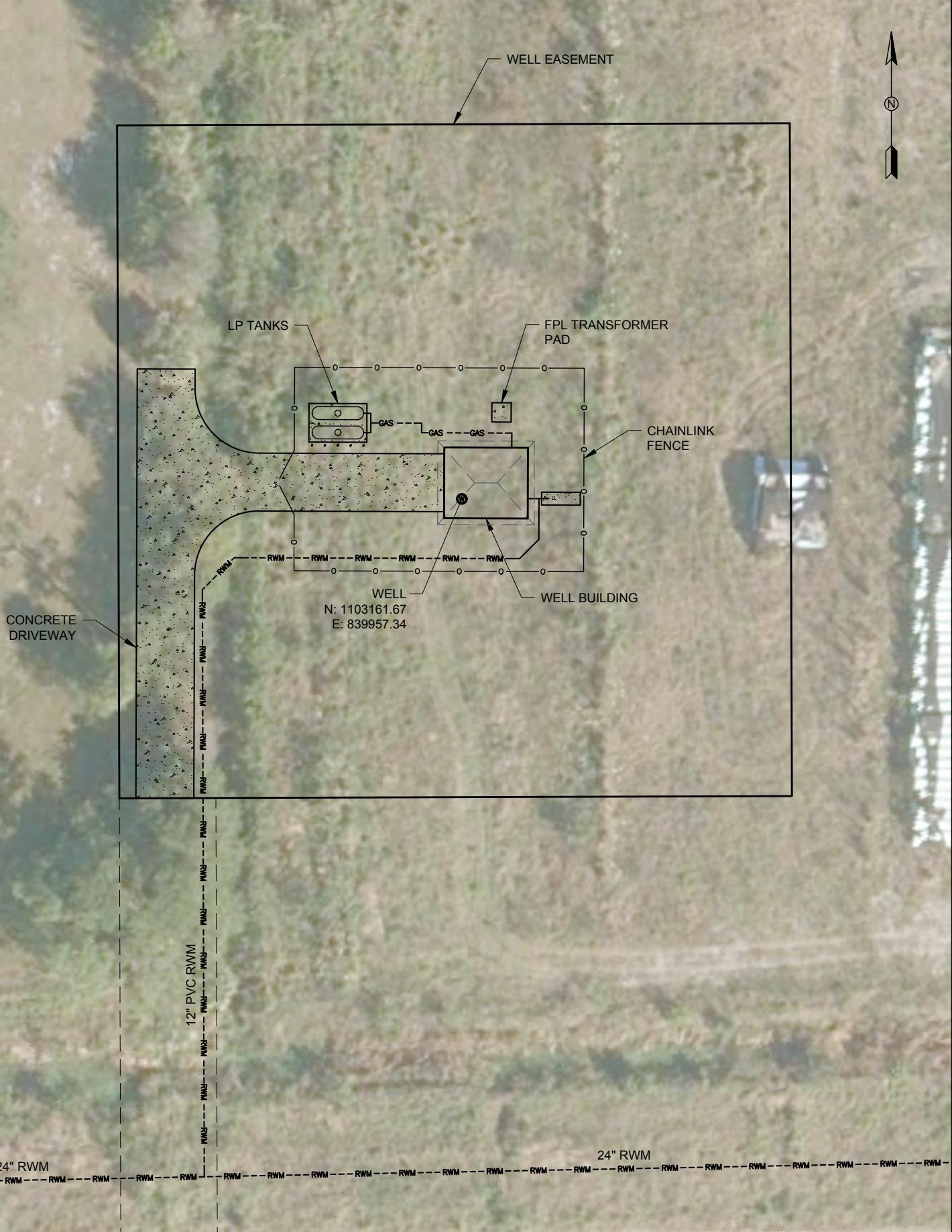


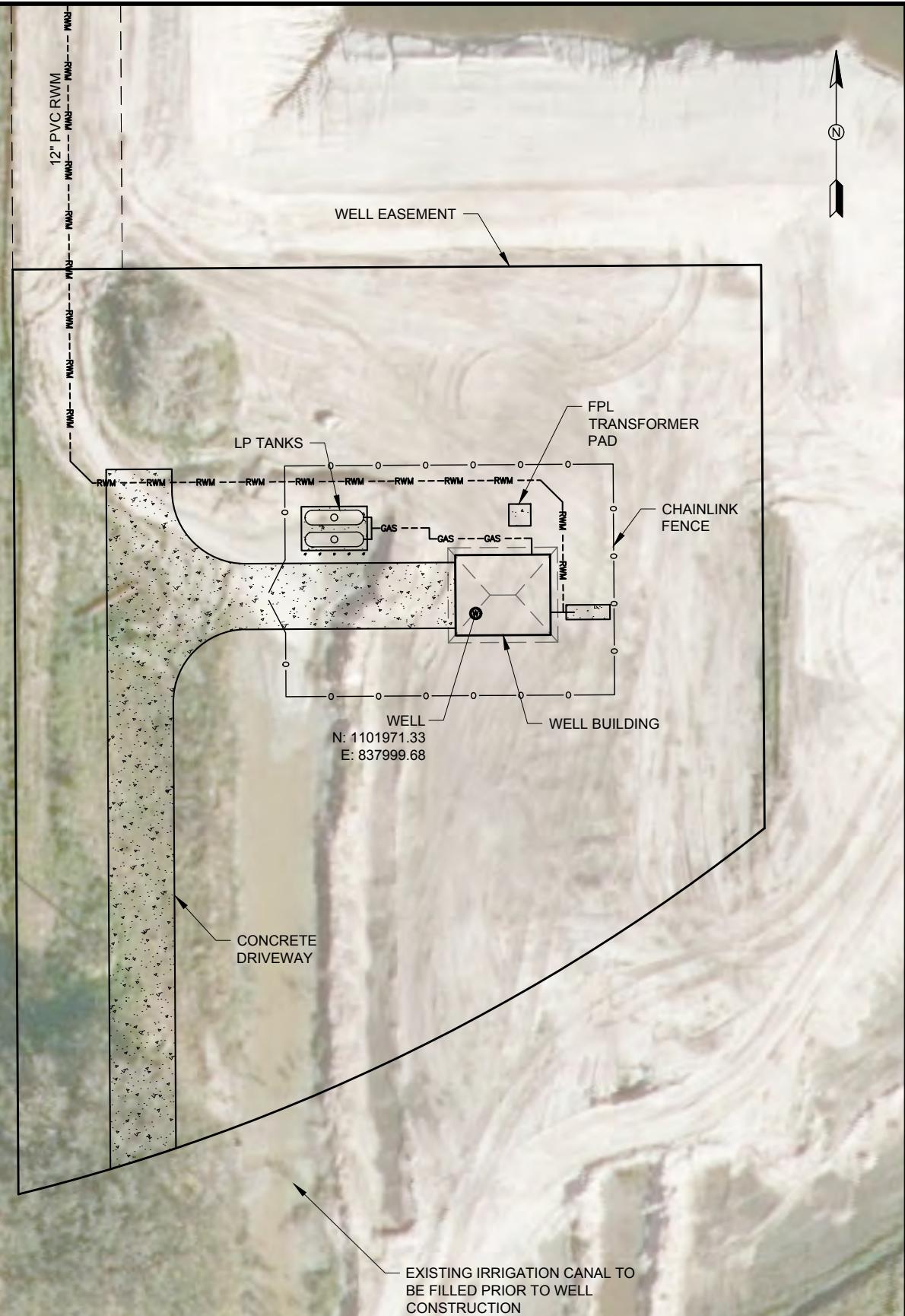






Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community Powered by Esri





With the understanding that a borehole diameter and casing inside diameter of 16" would be technically sufficient, the known final casing depths and total depths of the existing wells were considered. With the apparent depth of the top of the UFA being less than 1,000' deep and the diameter of the final casing not needing to be as large as 24" diameter, a PVC final casing material began to emerge as a top option. We considered the advantages and disadvantages of other final casing materials such as FRP and stainless steel. However, the advantages of these materials simply are not founded considering the dynamics of these wells and cost of the material. FRP or a high-grade stainless steel final casing may be more feasible if the casing sets were anticipated to be considerably deeper, or other very specific requirements were necessary.

Constructability of the wells was also considered in the well design process. In addition to the final casing, components such as diameters of the telescoping steel construction casings, availability of the construction casings, annular spacing between casings, cement volumes and tooling (drill bit diameters and other bottom hole drilling assemblies) were evaluated to maximize the potential for construction of a highly successful well while respecting cost and time to the City.

In consideration of all the above, a final casing diameter of 18" accommodates all design criteria with comfortable margin. Specifically, C900/Certa-Lok NSF rated PVC in 18" diameter at SDR18 has a 17.3" inside diameter which easily accommodates the pump and will allow for a nominal 17" diameter open hole interval. This PVC material and pipe connection design has long been utilized throughout the industry for this application and fits well into our well constructability and overall cost analysis. We believe this size and material provides the best overall value for this application.

#### **4A3 – Permitting**

There are several permits that will have to be obtained for the construction of the various aspects of this project. Please refer to Section 4C - Coordination with the City for a detailed description of the required permits for the City for this project.

#### **4A4 – Well Electrical Neighborhood Impact, Reliability, and Value Engineering**

The City has historically constructed a stand-by generator at each of the Floridan well sites. Each generator is located inside a CBS building and utilizes liquid propane stored in two exterior, above-grade tanks for fuel. These generators provide power in case their primary FPL power is unavailable. Liquid propane is used instead of traditional diesel as a diesel spill could contaminate the groundwater supply and is not in accordance with the wellfield protection act.



Two options that may be considered are providing emergency standby power from either the new Rangeline WTP or increasing the size of the generator at a well site and using it to power that well and the well adjacent to it. The first option would require the proposed standby generators at the new Rangeline WTP to be sized to power the Floridan wells supplying the facility. These generators will provide 480V, three phase power; matching the primary power provided by FPL. A step-

up transformer would be installed at the WTP increasing the power from 480V to 4160V. 5kV cable would be installed from the Rangeline WTP to each well site. A step-down transformer taking the power back from 4160V to 480V would be constructed at each well site. The voltage drop from the Rangeline WTP to the wells located further away from the plant is too great for 480V power thus requiring 4160V power. Since it is being proposed the Floridan wells communicate with the plant's SCADA system via fiber optic, a parallel PVC conduit for the 4160V power could be installed simultaneously with the fiber optic conduit or the fiber optic conduit could be upsized and both the fiber optic and power cables installed in the same conduit. A generator receptacle would also be installed at each wellsite so a portable generator could also provide emergency power.

The benefits of this option include:

- Fewer generators to maintain, test, and operate
- Less impact to neighbors from noise resulting from operating generators
- Commonly located generator fuel storage tanks are easier to keep full after storm events
- Smaller well buildings would be required

Some of the potential negative consequences of this option include:

- Common generator and generator fuel system create a single point of failure that could disrupt standby power to all the wells

The second option would be to size a generator located at one of the well sites large enough to power two wells. Power cable and conduit would be constructed between these wells. The benefits of this option include:

- Fewer generators to maintain, test, and operate
- Less impact to neighbors from noise resulting from operating generators at every other well
- Smaller well buildings would be required at every other well

The FDD team has experience with both of these options. Below outlines a few examples of such applications:

- HCE was the lead consultant for the study, design, and construction of a 4160V emergency power system for the Seacoast Utility Authority Hood Road Wellfield. The project was divided into phases and included two new 500kW generators, step-up and step-down transformers, buried conduit and conductors for fifteen (15) production wells. FDD was the general contractor for the installation of portions of the transformers and conduits.
- HCE is the prime firm and C&W Engineering is the electrical subconsultant for the replacement of seven step-down transformers and one step-up transformer at the Seacoast Utility Authority's Palm Beach Gardens wellfield. This project is being implemented via the design-build method.
- HCE was the lead engineer with C&W Engineering as the electrical subconsultant for a project for the Village of Palm Springs that included the design and construction oversight for a generator located at a supply well that also provided power for an adjacent well.
- C&W Engineering recently completed a study for South Martin Regional Utility for various potable water supply well electrical hardening including providing generators at centralized locations that would serve multiple wells.

## **4A5 - Raw Water Main Design Approach**

### **General**

Our team understands the importance of providing the City with cost-effective design-build delivery for the raw water main to connect the new Floridan wells to the Rangeline WTP. We are committed to ensuring that each aspect of the project is thoroughly evaluated and the recommendations provide the most efficient, reliable system possible. The preliminary design analysis will include an evaluation of the pipe route, pipe size, pipe and valve materials, construction methods, scheduling as well as other components of the project. The analysis will compare options available for each aspect of the project and provide a cost comparison of the options. The design-build team will present the options and associated costs to the City and work with the City in selecting the final design parameters.

During the design phase, our team will conduct internal constructability reviews and value engineering analysis to ensure minimal construction change orders and that the most cost-effective design approach is being implemented. The designers will work hand in hand with the experienced contractors on the team to ensure that the design approach is reasonable and constructable. In particular, the contractors on the team will review the design of the pipeline in the developed road right-of-way including major trenchless road crossings.

Our team also understands that schedule is of utmost importance and must account for the construction of the wells along with the raw water main, and that the timing of each must be considered. For example, portions of the raw water main must be constructed prior to the wells to accommodate disposal of water resulting from the development of these wells.

The following is a brief description of the analysis that the FDD team will provide for the major aspects of the project.

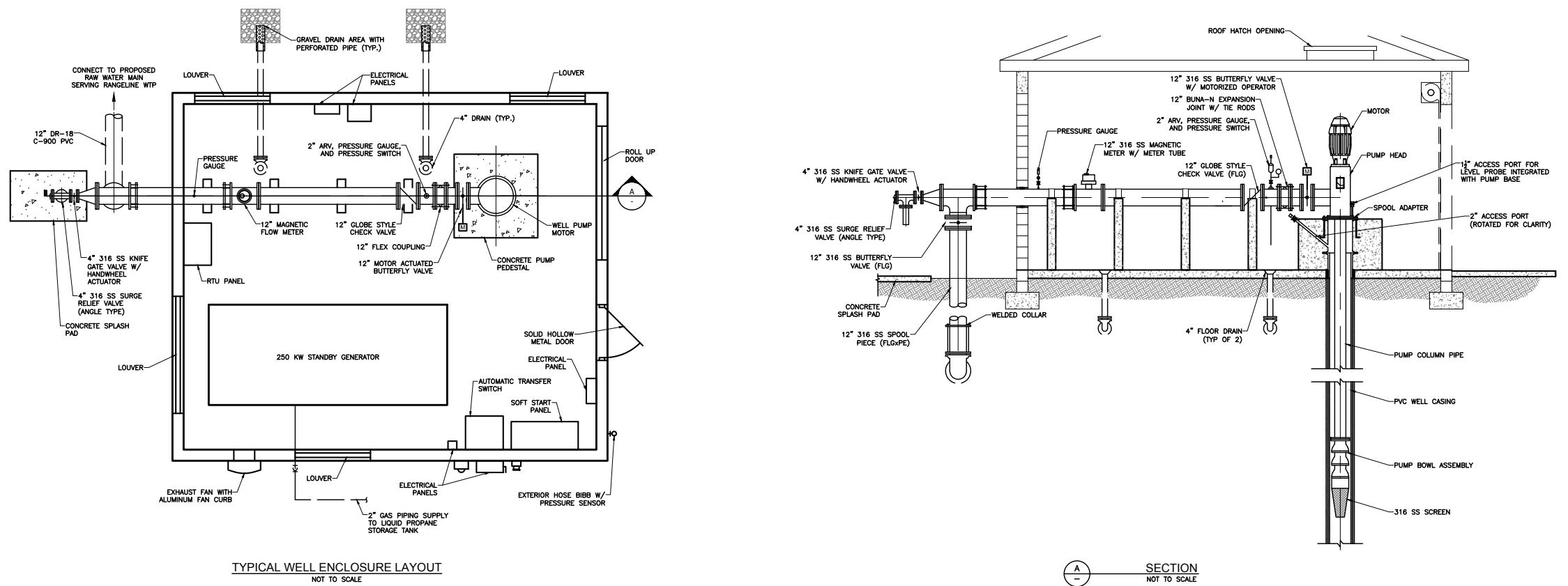
### **Pipeline Route**

The most cost-effective pipeline route includes constructing the pipeline and conduit within public rights-of-way and existing City easements. This eliminates the costs and time required to obtain additional easements or property. In addition, the route selected should have minimal road crossings and impacts to paved areas which can be expensive to restore. A preliminary layout of the pipeline is provided on the following page.



***The FDD team will provide the City with the most cost and schedule-effective pipe route and installation for the proposed raw watermain.***

The proposed well site easements are located adjacent to the SW Discovery Way right-of-way on the south side. This provides a direct route between the well sites and the Rangeline WTP, which is also adjacent and to the south of SW Discovery Way. However, based on a preliminary review of the site



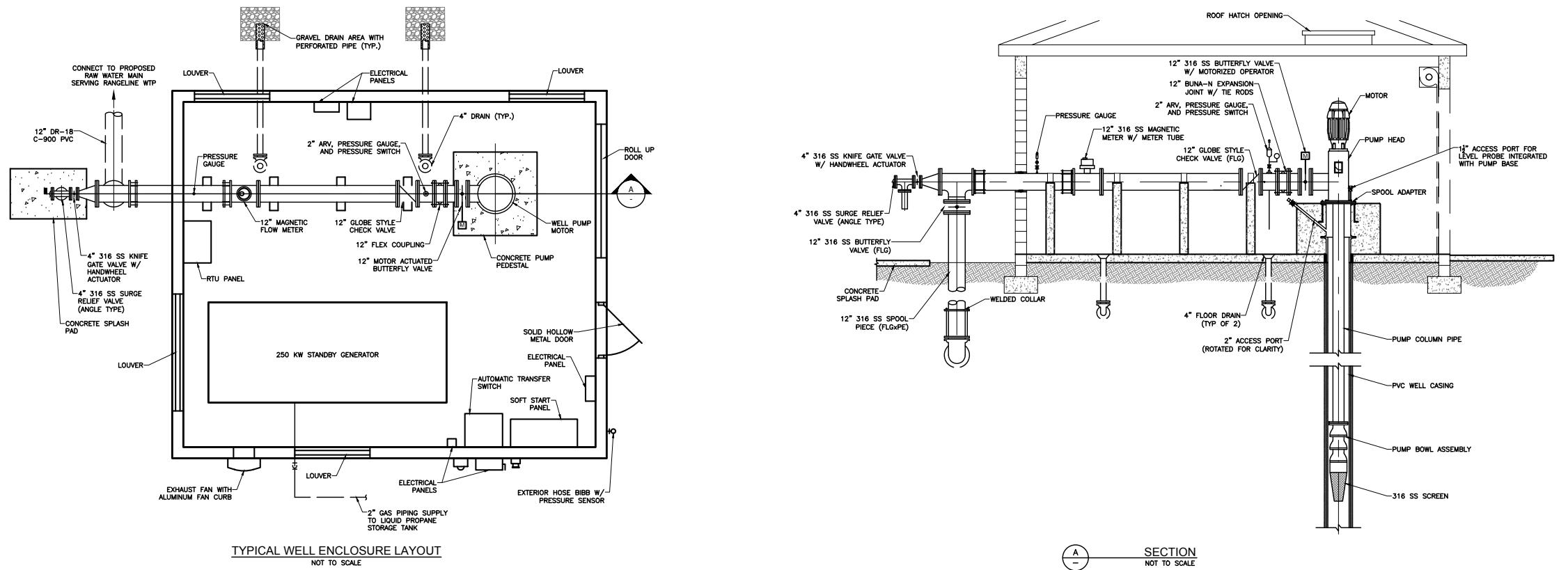
TYPICAL WELL ENCLOSURE LAYOUT  
NOT TO SCALE

**VERIFY SCALE**  
BAR IS EQUAL TO ONE  
INCH ON ORIGINAL DRAWING  
0   
ADJUST ALL SCALED  
DIMENSIONS ACCORDINGLY

PORT ST. LUCIE UTILITY SYSTEMS DIVISION  
RANGELINE WTP FLORIDAN WELLS

## RAW WATER MAIN LAYOUT (PRELIMINARY)

FIG. 1



TYPICAL WELL ENCLOSURE LAYOUT  
NOT TO SCALE

**VERIFY SCALE**  
BAR IS EQUAL TO ONE  
INCH ON ORIGINAL DRAWING  
0 **ADJUST ALL SCALED  
DIMENSIONS ACCORDINGLY**

PORT ST. LUCIE UTILITY SYSTEMS DIVISION  
JEA WTP FLORIDAN WELLS

## RAW WATER MAIN LAYOUT (PRELIMINARY)

**HOLTZ CONSULTING ENGINEERS, INC.**  
**HCE** 607 SW ST. LUCIE CRESCENT, SUITE 103  
STUART, FLORIDA 34994  
PH. (772) 919-4905  
CERTIFICATE OF AUTH. No. 26960

FIG. 2

conditions and existing utilities, it appears that the north side of the right-of-way will be more conducive for installation of the raw water main. Existing force mains, fiber optic, natural gas, and electrical utilities have already been installed on the south side of the roadway. As a result, connection of each of the well sites to the raw water main will require crossing the road with a horizontal directional drill (HDD).

Most of the route along SW Discovery Way has a 150' wide right-of-way with residential developments on each side of the road. The right-of-way is sized to accommodate a four-lane parkway and large shared use paths / sidewalks on each side of the street. Currently, the roadway west of SW Community Dr. is only two-lane with lanes on the south side and infrastructure to accommodate two additional lanes on the north side. As indicated previously, the proposed raw water main would likely encounter less utilities and complement the water main on the north side of the right-of-way. Due to the openness of the north side of the right-of-way, open trench construction would be possible with minimal disturbance to landscaping and sidewalks. Also, there are no existing driveways into the developments located north of the right-of-way west of SW Community Dr., making open trench installation a viable option along most of the route. Alternatively, constructing the raw water main via deep horizontal directional drills would allow the pipe to be installed at depths that would not typically be encountered by future utilities installations with open-cut methods and could provide additional protection of this vital pipeline. There will not be future connections to this main necessitating it to be installed at shallow depths. The project team will explore the costs and schedule impacts of both open trench installation and HDD during the design process.

#### Pipeline Size and Materials of Construction

The proposed wellhead piping is anticipated to be 12" diameter similar to other Floridan wells operated by the City. However, the proposed raw water main will be larger in size (16" to 30") as it will need to convey water from multiple wells through a single pipeline to the proposed Rangeline WTP while also minimizing head loss to pass through the filters at the head of the WTP. Based on preliminary calculations, the raw water main size is generally 16" diameter for one well, 24" diameter for two wells, and 30" diameter for three plus wells connected to the system at typical well flow rates. These calculations are based on preliminary parameters of not exceeding 100 psi at the furthest well and connection pressure of 60 psi at the Rangeline WTP. The 60 psi may be conservative and is based on the required pressure to force the raw water through fowled cartridge filters. It also assumes future flow from another more southern raw water main header for future raw water wells if the Rangeline RO plant is expanded.

The pressure pipe for this project is anticipated to be either polyvinyl chloride (PVC) or high-density polyethylene (HDPE). Both HDPE and PVC pipe materials are resistant to the high chlorides found in the UFA water. The fittings would be ductile iron with a Ceramapure PL90 ceramic epoxy coating. This coating is compatible with UFA water and is NSF61 approved. Since HDPE pipes have much thicker walls than ductile iron, larger nominal diameter HDPE pipes are required if an inside diameter similar to a PVC pipe is desired. Initial pipe sizing used HDPE pipes, therefore, equivalent sizing with PVC



pipe may result in a different size along some portions of the route. Detailed calculations will be performed to verify the pipeline sizing and materials. Since pipeline prices are constantly fluctuating, a detailed analysis will need to be performed during the preliminary design phase to verify which pipe material would be the most cost efficient for this project.

#### Trenchless Installation Methods

The proposed pipeline route will require the crossing of some heavily trafficked or recently constructed roads that would not be advisable to be open cut or trenched across. These roads include a crossing of SW Community Drive and multiple crossings of SW Discovery Way for well and WTP connections. The desired option for these road crossings will be HDD. There may be other areas of the project, outside of the paved areas that HDD may be proposed due to reduce impacts to existing infrastructure or landscaping.

Our team has extensive experience with the design and construction of HDD, including in the City of Port St. Lucie. The two-plus mile, 24" Glades Tradition Reuse Water Main was designed and constructed by members of this team, which included over 3,000 LF of HDD beneath multiple canals and the SW Tradition Boulevard right-of-way.



*The FDD team brings to the City extensive HDD experience and knowledge.*

While it's understood that road crossings will be installed using HDD, other areas of the project will be reviewed to ensure the most cost-effective design approach is utilized. Our team will provide a detailed comparison of HDD vs. open cut, including a summary of costs, and pros and cons of each option. Existing utilities will require thorough evaluations of the existing conditions to ensure that there is adequate space for layout of the equipment and installation of the piping. Our team includes experienced contractors to verify that the most cost-effective approach is utilized throughout the project.

#### Value Engineering

The design-build team will conduct internal value engineering reviews during the preliminary engineering development as well as at the draft and final design stages. The intent of these reviews will be to ensure that the most cost-effective project approach is provided to the City. With experienced contractors on our team, these reviews will result in a direct benefit to this project. For this project, value engineering reviews will include, but not be limited to, the following:

- Pipe Route
  - Ensure selected pipe route is most cost-effective
  - Minimize pavement/sidewalk restoration
  - Minimize permitting agency costs by route selection
  - Evaluate crossing over or under existing utilities
- Pipe Size
  - Verify hydraulic calculations to optimize pipe size

- Piping Materials
  - Polyvinyl chloride pipe (HDPE)
  - High density polyethylene pipe (HDPE)
- Pipe Installation Methods
  - Open cut with 20' PVC sections installed within the trench
  - Open cut with longer lengths of HDPE fused along the trench and lowered into the trench
- Road Crossing Methods
  - Horizontal Directional Drill

#### Pipeline Construction Sequence

The construction timeline of the pipeline will be considered key to the overall project success. While the pipeline will connect each of the proposed Floridan wells for the Rangeline WTP, along the SW Discovery Way corridor, their use for development of the well must also be considered.

It is recommended that the raw water main be constructed in phases, starting from the proposed WTP site. As the proposed well sites are developed, disposal of water during the development process must be considered. Each of the sites are in built-out areas, leaving nowhere to dispose of this well development water. The most logical discharge locations to dispose of this water are the dry retention areas located at the Rangeline WTP site, which would require a pipeline connection to be available from the well sites. Otherwise, the development water must be collected and hauled off-site, which would be cost-prohibitive. Therefore, it is proposed to initially permit and construct the raw water main connecting to the first two well sites, F-22, and F-23. The remainder of the raw water main can be permitted and constructed in a second phase, staying ahead of the well construction on the other proposed sites throughout the corridor. The main would be disinfected towards the end of the project when the new Rangeline WTP is ready for the raw water as the bacteriological test results are only valid for 60 days.

#### 4A6 – Tax Savings

##### Owner Direct Purchase (ODP) of Materials

The purchasing of construction materials directly by the City can save the cost of sales tax as the City is a tax-exempt entity. During the development of the design-build pricing, the Contractor would submit the cost proposals from the material suppliers to the City. The City would issue a purchase order directly to the suppliers for the amount of the proposal minus the sales tax and would issue a deductive change order to the Contractor for the price with tax included. This method reduces the risk assumed by the City because the Contractor is responsible for competitively pricing the materials, ensuring that the materials meet the requirements of the contract documents, and that the quantity of the materials is correct and coordinating the timely delivery of materials to the project site. This method works best with large equipment/material packages/orders. Some items that may work for ODP include:

- HDPE Raw water main
- PVC Raw water main, fittings, and valves

- Well steel casings
- Well PVC final casing
- Generators
- Control Panels and Instrumentation

The FDD team is experienced with the ODP procedure. We are currently working on a design-build project in which we have helped our client realize over \$1,000,000 in tax savings.

#### **4B - Scheduling**

The FDD team has put together a detailed estimate of reasonable design and construction timelines for this project which is presented on the following pages. We provide assurance to the City that the entire FDD team will work together for project success and will meet the important schedule requirements in order to accommodate the increasing water demands in the City.

*The FDD team provides a streamlined design and efficient schedule for the City of Port St. Lucie*

#### **4C - Coordination with the City**

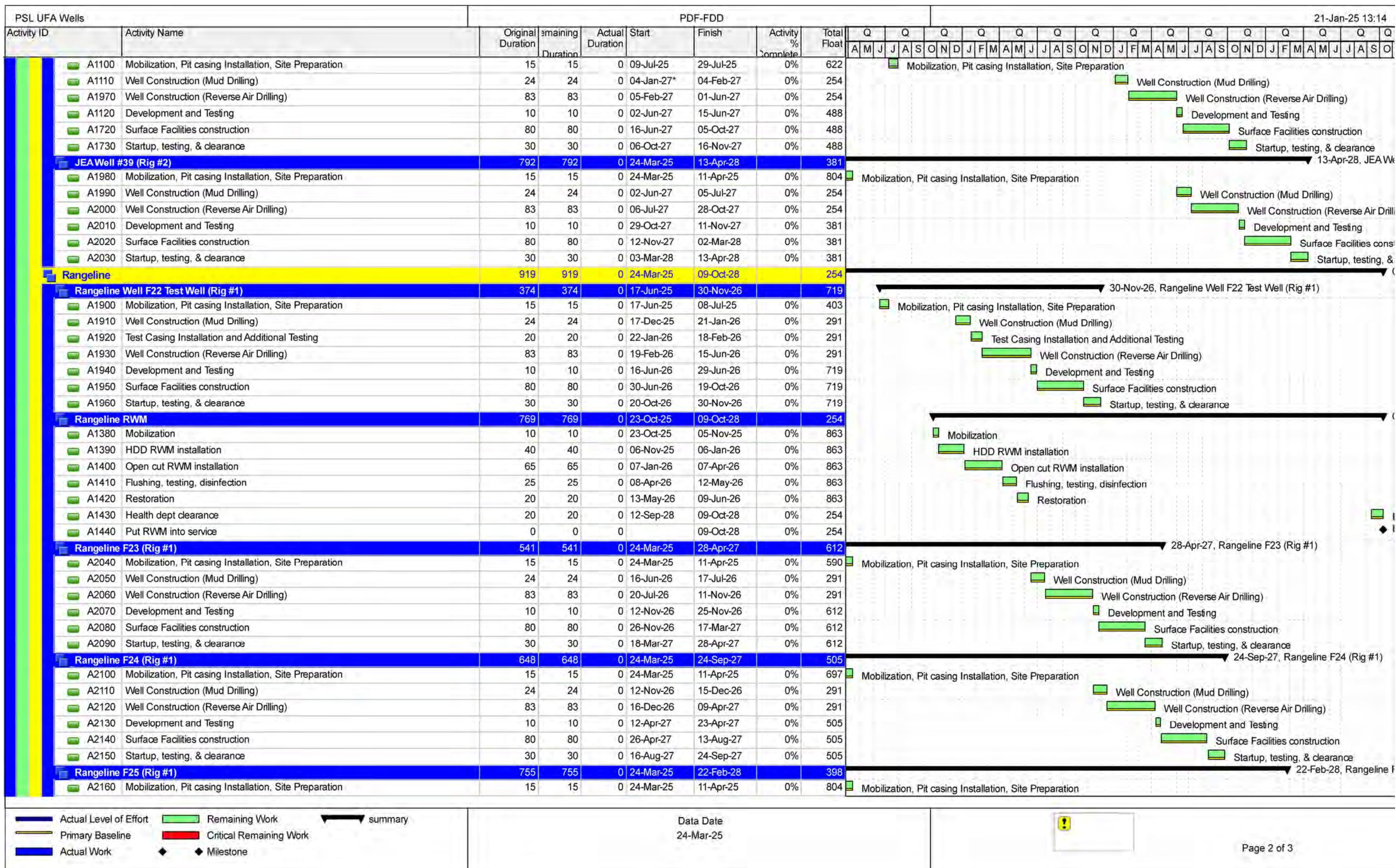
With a long working history to-date between proposed project personnel and City staff, coupled with ongoing/active projects already in progress with the City, effective and efficient project coordination will be a natural byproduct of an already healthy working relationship that we hope will continue to develop. A successful approach to this multi-year infrastructure improvements program will require regular communication via weekly email reminders of critical path items and/or upcoming work items requiring City input as well as miscellaneous discussion in tandem with existing project dialogue our team already has on existing projects with the City. Our project team looks forward to continuing to bolster this relationship while devoting even more focused attention to the City's broader utility infrastructure needs via the opportunity to assist with the raw water infrastructure development serving the JEA and Rangeline facilities.

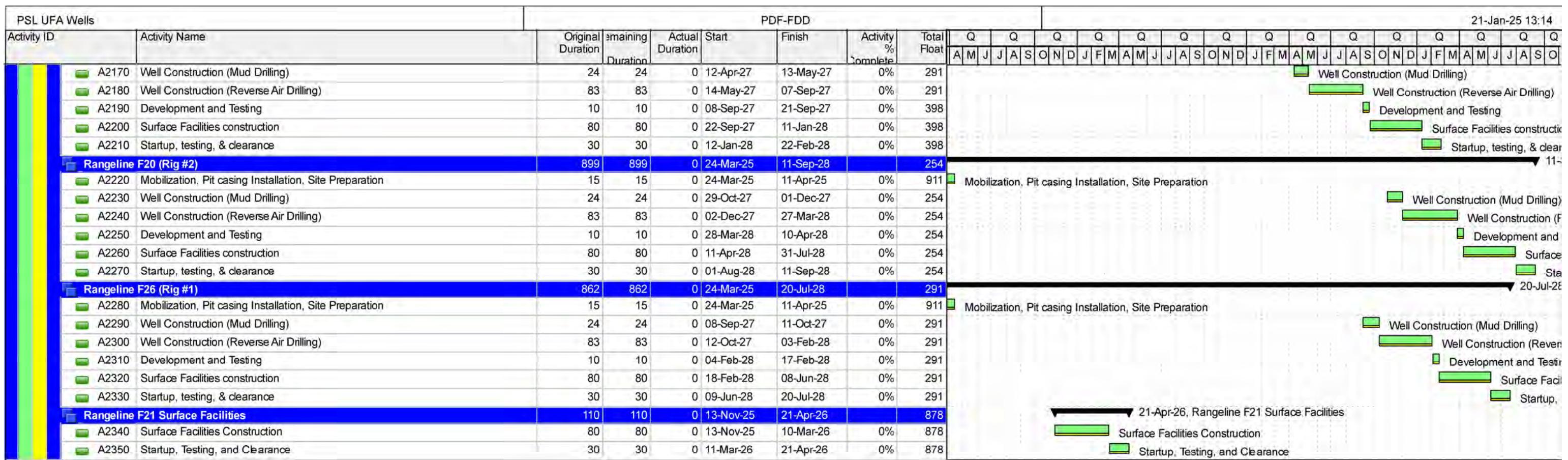
The FDD team understands that a successful public involvement engagement meets the needs and values of the community it is designed to benefit. Meaningful two-way communication with all parties is critical to build trust, understanding and consensus between the impacted stakeholders and the project team. We will provide a successful public involvement engagement by assuring a constant flow of information to residents, business owners, elected officials, churches, schools, and all other stakeholders within the project area.



The FDD team will develop a Public Involvement Plan (PIP) within 30 calendar days after the Notice to Proceed. If allowed, our public relations subconsultant, The Merchant Strategy (TMS) will develop an independent project







webpage which can be hyperlinked to the City's website. We will update the webpage as needed for continual public outreach, including updates and responses to questions for the life of the construction project. All public involvement activities will be coordinated with the City's Project Manager and the FDD team. TMS will set up and staff a project hotline which will be live monitored to respond to stakeholders' questions and concerns promptly.

We will develop the resident and stakeholder database utilizing the St. Lucie County Property Appraiser's Public Access website (PAPA) to ensure we have the most current property owners and prepare a mailing list. The database will also include homeowners' associations, neighborhood associations, elected and key City officials, Port St. Lucie Community Redevelopment Agency, Florida Department of Environmental Protection, and others who may be impacted by the project to ensure they are informed and kept up to date.

The team will create collateral materials such as letters, flyers, brochures, and/or news releases to outline the project scope, limits, schedule, and the anticipated impacts as well as all benefits being provided. We will develop notices to invite stakeholders to all meetings, workshops, and stakeholder interviews, outline the project scope, limits, schedule, and potential impacts, including upcoming events which may affect traffic flow.

We will find appropriate public meeting locations and select one in consultation with the City. We will mail the flyers and/or letters to all identified stakeholders and/or deliver the door hangers throughout the project area. Meeting materials can be produced in other languages, such as Spanish and Creole. We will consult with the City to approve all collateral materials. We will staff each meeting, assist with setup and take down, and provide a summary that includes meeting notes, sign-in sheets, comment cards, and all written comments, questions, and responses. We will attend City and Department meetings and all other community meetings as needed and provide meeting notes.

### Involvement of Other City Departments

The City of Port Saint Lucie Public Works will also be involved with the project. The raw water main and fiber optic conduits and pullboxes will be installed in the Discovery Way right-of-way. Driveways to the wells will also cross existing sidewalks and connect to the existing road. Discovery Way is a City road and right-of-way and driveway permits will need to be obtained from them. As described in the "Project Challenges" section of this RFQ response, a potential well development water disposal option is utilizing the stormwater system located adjacent to the well locations. This stormwater system is also under the jurisdiction of the Public Works Department and coordination to utilize this system will have to occur.

A noise exemption permit will need to be obtained from the City of Port Saint Lucie Police Department. This no-cost permit will be applied for in person and will allow work to occur outside of "normal" working hours or between the hours of 11:00 PM and 7:00 AM. This permit is only valid for one

#### NOISE PERMITS

The purpose of this information sheet is to acquaint you with the necessary requirements to obtain a noise permit, which is required under City Ordinance 94-04, if you are having a gathering or some outside activity in which noise will be a factor.

The application may be obtained by contacting the appropriate District Commander at 871-5034. A five (5) business day period is required to process the request. Informing the department of where the event will be held will determine what District Commander will issue the permit.

Please be specific as to what type of noise you have planned, i.e., band, disc jockey, etc. Please keep in mind that the noise permit allows you to have a reasonable level of sound. Any band, disc jockey, etc., that is deemed unreasonable will result in the permit being voided at the scene by the supervisor. It is not recommended that an outside disc jockey or band be utilized in a residential area.

Please keep in mind that any outside loudspeaker system, band, etc., is prohibited between the hours of 11:00 p.m. and 7:00 a.m. Therefore, you should choose the hours carefully.

If you plan to hold a party inside your residence, no need exists for the permit; however, should the party becomes loud, police will ask you – as in any case – to lower the volume. To disregard this warning could result in a citation.

The goal of our department is to allow citizens to have a function but also protect other citizens from being disturbed. We are anxious to work with everyone to ensure your function is a success.

Please contact the District Commanders Office – 871-5034 – if you have questions in this area or write to the following address:

Port St. Lucie Police Department  
Attn: District Patrol Commanders  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

year and it will be renewed during the project duration.

The City of Port Saint Lucie Procurement Department will be instrumental in assisting with the project schedule. The FDD team will meet with the Procurement Department at the beginning of the project to review the format and timeline requirements of the Guaranteed Maximum Prices (GMPs) to allow for a streamlined review and approval process. The FDD team will prepare a preliminary list of the various GMP packages and the timeframe they will be submitted. The Procurement Department will also be involved in the Owner Direct Purchase (ODP) process should the City elect to purchase key pieces of equipment in order to capitalize on the tax savings.

Building permits will have to be obtained for each well from the City of Port Saint Lucie Building Department. The permits will be for portions of the project such as the CBS building, including the slab, walls, roof and roof hatch and curb, and electrical items. A separate building permit will need to be obtained for each well site.

While not City Departments, two other potential City contractors that may be involved in this project are the City's fiber optic contractor and material testing firms. FDD's current proposal is to install the fiber optic conduit and coordinate the install by the City's fiber optic contractor, Precision Contracting Services (PCS), as PCS is familiar with the City's fiber optic standards. This is similar to how the City is currently connecting wells and lift stations being constructed by other contractors. FDD is currently proposing to hire the material testing firm that will perform the soil density testing and concrete testing. However, the City may choose to have one of their continuing testing firms perform the testing. If that is the option the City chooses, FDD will coordinate the testing and reporting with the firm and the City.

Additional specifics on project coordination are discussed in subsequent sections.

#### ***4D - Project Challenges***

Our project team has already begun thoroughly reviewing and preparing for what will be required to deliver a successful wellfield and raw water main to the City. Water quality and well capacity are critical elements to providing the City with a Floridan Aquifer raw water supply system which can reliably meet water treatment goals over the long haul. Some of these details are hypothetical prior to beginning site specific drilling and well testing. However, our Team's Hydrogeologic and Drilling staff have begun reviewing well construction specifics for maximizing productive capacity of the proposed wells via specific drilling techniques and creative scheduling such as setting the casing at the base of the Hawthorn formation to allow for exploration of suitable production areas within the shallower portions of the Upper Floridan Aquifer during reverse-air drilling. We've also reviewed well production zone enhancement strategies such as high velocity jetting and varying forms of well acidization, to be further reviewed upon determination of geologic specifics during drilling, to provide the supply wells with



long-term stable specific capacities. Our team has considerable experience with local and regional Floridan Aquifer characteristics and productivities which provides useful insight into planning for the City's proposed wellfield.

Often overlooked but of considerable importance to enabling successful drilling and development operations, our Team has already reviewed site specifics for available formation water discharge systems/locations for each of the well sites. During well drilling and development, significant volumes of raw water are produced which must be given the opportunity to settle any suspended solids prior to being discharged to a suitable location which can legally handle sustained high influent flows. If nearby stormwater systems are inadequately sized or surface waters are prohibited from receiving raw water discharges for one reason or another, considerable cost can be added via the need for additional piping and settling structures to deliver and discharge formation water to alternative off-site locations. However, our Team has reviewed the proposed well sites and potential receiving watersheds to ensure drilling operations can proceed at reduced costs and without time delay. We've also reviewed existing stormwater facilities throughout the project corridor and have noted that some were constructed for future build-out conditions of an expanded Discovery Way which provides excess stormwater collection/transmission capacity in the interim. Construction phasing for the proposed raw water main has been evaluated within the overall construction schedule to enable use of this pipeline for cost effective formation water disposal at eastern well sites if/when necessary, in lieu of providing/installing alternative temporary pipelines upwards of 2,500 linear feet or more when these temporary facilities are an unnecessary cost.

Review of the proposed raw water main route has prompted us to consider scheduling of multiple installation means/methods including both open-cut and horizontal directional drilling techniques to reduce impacts to traffic and neighboring residents/businesses to the greatest extent possible. Proposed pipeline installation methods have been preliminarily evaluated to reduce unnecessary high points and air relief facilities via a happy-medium of open-cut and directional drilling methodologies. "Hop-scotch" drilling techniques will be reduced to eliminate unnecessary mobilization and re-mobilization of drilling equipment and to streamline installation while providing the City with a raw water supply system which can effectively be operated and maintained over the lifetime of the system.

Furthermore, a preliminary schedule has been included herein which allows for pre-emptive procurement of potentially long lead-time materials during the design phase, such as specific pipe materials, well casings, and/or pumping equipment to enable our Team to hit the ground drilling on an accelerated timeline. While we aim to accelerate this schedule further wherever possible, our team has already considered what will be necessary to, at a minimum, meet the City's production goals while having anticipated potential setbacks.

#### Funding

The FDD team is able to provide grant assistance and management to support the Discovery Way wells and raw water main. Holtz Consulting Engineer's (HCE's) staff are familiar with a variety of grant programs administered by the Florida



Department of Environmental Protection (FDEP), Florida Division of Emergency Management (FDEM), and South Florida Water Management District (SFWMD), and are skilled in applying for grant funding and managing awarded contracts.

Alternative water supply is a key area of interest in the State of Florida currently, and we believe that the proposed JEA and Rangeline wells are a positive step towards building a more resilient Florida. The City's plans for well development are a responsible way to meet the massive population growth and are compatible with State goals for water supply. Based on our familiarity with current funding programs, we would recommend the City consider the following options for funding assistance:

- FDEP Water Quality Improvement Grant Program
- FDEP Alternative Water Supply Grant Program
- SFWMD Cooperative Funding Program for Alternative Water Supply
- FDEP Resilient Florida Program
- FDEP Drinking Water State Revolving Fund (SRF)
- EPA Water Infrastructure Finance and Innovation Act (WIFIA) Program

HCE has successfully applied for and managed funding assistance for nearly all of these programs, the only exceptions being the FDEP Alternative Water Supply and WIFIA loan programs. We have the capability in-house to provide full application and management support for all grant programs and the SRF loan program, and we are capable of assisting City accounting staff in applying for and managing a WIFIA loan.

For ease of reference, we have summarized some of the key aspects of each program in the table below. We encourage the City to pursue all of these avenues for funding assistance, as many of the programs work hand-in-hand to help fund larger projects.

Program	Key Aspects	Limitations
<b>FDEP Water Quality Improvement Grant</b>	-PSL has an excellent reputation with this program already on Westport Improvements -FDEP interested in funding projects that benefit the IRL	-May require phasing due to size of project budget -Funds for construction only
<b>FDEP Alternative Water Supply Grant</b>	-Program seeks projects that benefit large areas or population -Program works with SFWMD AWS program	-May require phasing due to size of project budget -Funds for construction only
<b>SFWMD Cooperative Funding Program</b>	-PSL has an excellent reputation with this program already on Glades-Tradition Reuse Main -Program supports FDEP AWS program	-Likely to fund small portion only of project -Funds for construction only
<b>FDEP Resilient Florida</b>	-Funds projects consistent with City Vulnerability Assessment -Program seeks projects that support resiliency in the face of climate change	-Likely to fund small portion only of project -Funds for construction only

Program	Key Aspects	Limitations
<b>FDEP Drinking Water SRF</b>	<ul style="list-style-type: none"> <li>-Loan program</li> <li>-Accepts submissions quarterly</li> <li>-Can fund planning, design, or construction</li> <li>-Works with WIFIA program on larger projects</li> </ul>	<ul style="list-style-type: none"> <li>-Funding dependent on state availability for project types</li> <li>-Likely to fund smaller portion of project</li> </ul>
<b>EPA WIFIA</b>	<ul style="list-style-type: none"> <li>-Loan program for 49% of large projects (minimum total project size \$20M)</li> <li>-Works well with bonds and SRF to help City pay for remaining 51%</li> <li>-Large up-front award, long-term repayment, low federal rates</li> <li>-Begins process at project planning stage</li> </ul>	<ul style="list-style-type: none"> <li>-Requires \$100,000 application fee to support WIFIA staff working with City accountants to set up loan</li> </ul>

#### **4E - Project Tracking**

Florida Drilling, McNabb-Miller Hydrogeologic Consulting, and Holtz Consulting Engineers are currently partnered on other large scale infrastructure projects where weekly in-person progress meetings are already on the schedule for the foreseeable future. Adding the “City of Port St. Lucie Floridan Aquifer Well Infrastructure Improvements” project title to our existing weekly agendas will only serve to continue blurring the lines between employers in a partnership which is already actively delivering/completing utility infrastructure projects efficiently and in a cost-effective manner. An opportunity to work together with the City enables us to further unify our professional efforts in pursuit of serving the City’s goals. Existing meetings can be made available for City staff to join in as necessary/desired to promote regular communication and provide active updates. Specifically, we suggest holding bi-weekly or monthly project meetings during construction to monitor project status, schedule, and for any critical action items as they arise. Design review meetings are proposed earlier on in the project schedule to ensure long-term project scoping and goals are clear to all staff.

Progress reports prepared by the team will be evaluated at each meeting including detailed information on the construction status, permit status, project schedule, potential contractor change orders, material availability, and other pertinent aspects of the work. The project team will prepare and distribute minutes of these meetings to memorialize any decisions made and direction given. This frequent communication ensures that the City is fully aware of the status of the work and that the schedule and budget are being monitored and adhered to. Team staff will monitor construction progress by comparing progress of construction activities on a weekly basis to the original construction schedule. Should the project schedule slip, staff will ensure that the issue is quickly addressed and rectified by requesting additional crews and/or working extended hours. Closely monitoring construction progress with their original schedule on a weekly basis will guarantee that the project will stay on schedule.

Our team is committed to providing the City with the highest quality design-build services possible. We believe we have proven our commitment and dedication on past and current projects for the City as well as other local utilities and hope you contact our references listed in **Tab 3**. We look forward to the

opportunity to demonstrate our commitment and value on this project. Our approach to satisfying our clients is to perform our work to the highest quality, on time, and without any change orders or amendments for minor changes in the scope.

#### **4F - Document Control**

**PROCORE** Our primary proposed means for document management and control throughout the project will be Procore. Procore is a cloud-based construction documentation management system which our team staff has been successfully using since 2018 across many projects and with other local utilities. The software can be used for the following:

- Indexed and searchable contract documents, preconstruction videos, and conformed technical plans and specifications (including any revisions during construction)
- Shop drawing / Submittal cataloging and review with functions for managing and auto-notifying “Ball-in-court” personnel during the review process so that important submittals can’t “slip through the cracks”
- Daily logs with progress photos uploaded for easy review and access by all project personnel
- Custom forms can be created in Procore to assist with consistency communication. For instance, HCE created a pressure test form in Procore to match the City’s forms.
- Consolidation of all project data and documentation upon project completion for efficient storage and access for future reference as necessary

**HCE Holtz Consulting Engineers**

**Pressure Test**

Project Name	PSL Blvd. Utility Relocations-6	Date	August 18, 2022	
Engineer of Record	Holtz Consulting Engineers	Contractor	Zahiere Enterprises, Inc.	
		Type	Watermain	
$\text{Allowable Leak Formula: } L = \frac{S \times D \times \sqrt{P}}{148,000}$				
S=Pipe Length (Feet)	D=Pipe Diameter (Inches)	P=Test Pressure (PSI)	Allowable Leakage (Gallons - 1 hr)	Allowable Leakage (Gallons - 2 hrs)
87.67	8	150	0.06	0.12
4	6	150	0.00	0.00
			0.00	0.00
			0.00	0.00
Total Allowable Leakage		0.06	0.12	
Actual Leakage		0	0	

Location/Limits of Test  
Pressure test on 8" and 6" water main between Station 1227+92.33, 39.48 RT and Station 1227+90.15, 48.19 LT.  
This water main crosses PSL Blvd just north of SW Rice Ave.

Start Time 10:25 Pressure 160 1 Hour Pressure 160 End Time 12:25 Final Pressure 160

Start Pressure Reading      1 Hour Pressure Reading      Final Pressure Reading

Test Results Pass

During drilling and testing of the Floridan Aquifer well system, our team intends to use a secure internet-based filesharing system (Dropbox) allowing all project team staff to view project files at any time. This enables senior staff to provide better support to the field staff and to perform quality control of the data gathered and recorded on-site. Critical information/records produced during drilling which are applicable to all project staff will be stored/document/distributed via Procore project management software as discussed above.

Thorough documentation of all aspects of the project is critical during drilling and testing of the proposed Floridan Aquifer wells. As nearly all activities are performed down hole, inspection and recording are required as the work activity is being performed.

#### **4G - Project Team/Organization Chart**

The FDD team has selected specialized consultants and experienced subcontractors to form a team to provide outstanding design and construction services to the City. Our proposed organizational charts can be found on the following pages.

***The largest cost of this project is the construction of the below grade portions of the wells. By serving in the prime contractor role, FDD can provide these services directly without working for another prime contractor that will mark up their work.*** FDD also has a mechanical and civil construction group of their company that will construct the below and above grade piping, civil site work, start-up, and testing services for each well. FDD will also directly perform the open-cut portions of the raw water main. By performing this work as the prime contractor, the City will realize a savings by the prime contractor not adding a mark-up if it was performed by subcontractors. Having both the well drilling and wellhead mechanical and civil work being performed by the same firm allows the City to realize the benefits of the familiarity between the trades.

The design team has two components – the well and the raw water main teams. By dividing the design into the two key components, they can be designed simultaneously and quickly. The pipeline hydraulic analysis and route survey and geotechnical evaluation can be performed at the same time as each well site is being designed.

The FDD team has contacted several electrical and horizontal directional drilling subcontractors. These subcontractors have all worked with the team before and have the availability to work on this project. After the preliminary analysis and reports have been prepared and the electrical scope of work determined, FDD will meet with the three electrical subcontractors, discuss the scope of work, and select the firm most qualified, available, and will provide the best value to the City. The City, at their discretion, may be involved in this selection process. The design team will prepare preliminary (30%) drawings and limited specifications for the raw water main. The team will prepare a bid form and have the selected, qualified HDD subcontractors bid the project. These subcontractors will provide costs and a schedule. This information will be provided to the City for selecting the best value and quality HDD contractor for the project.

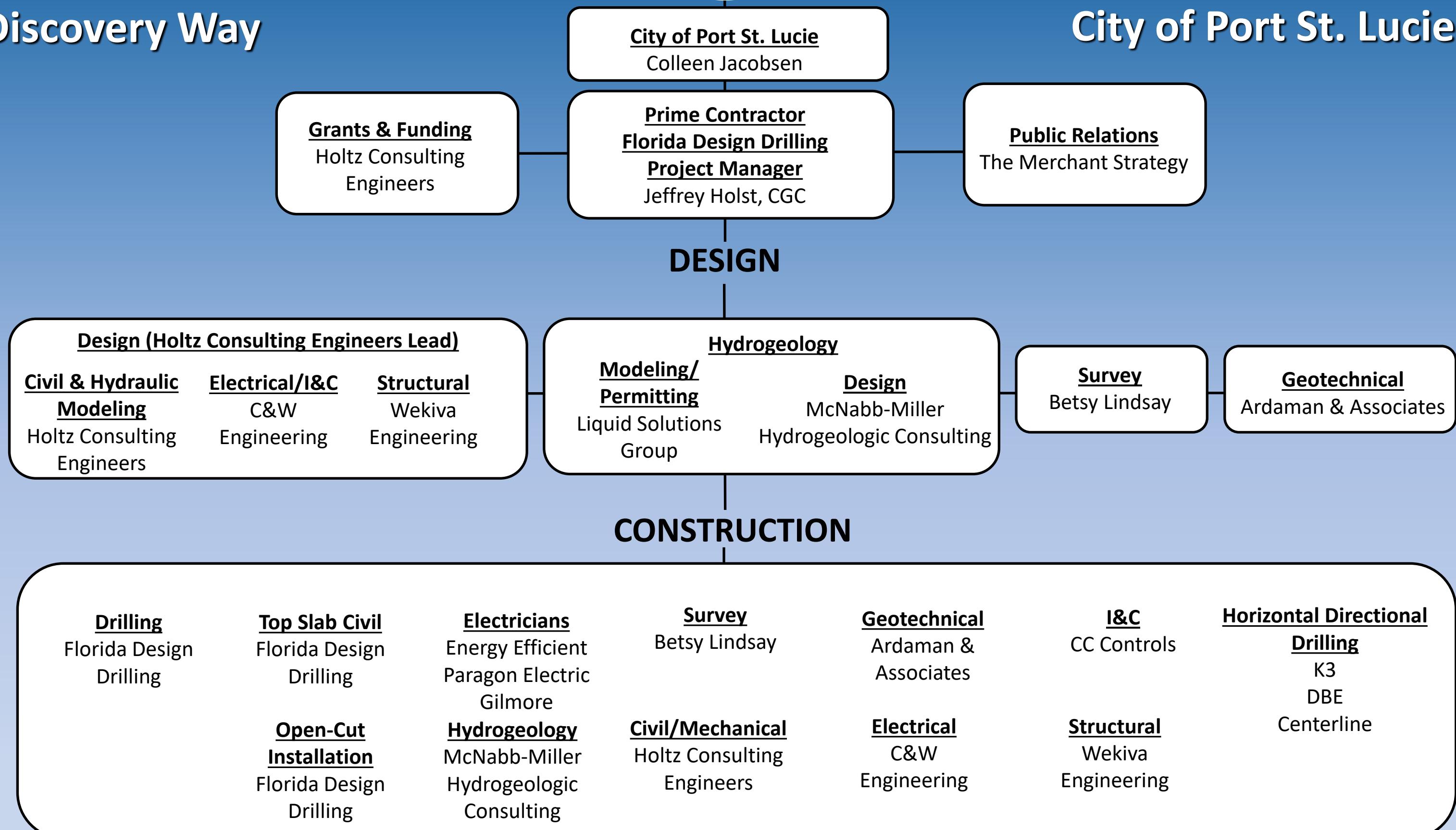
***The proposed team has worked on numerous projects together. FDD, HCE, C&W, and Wekiva are currently working on an approximately \$25 million design-build project together. This familiarity with each other will allow for a streamlined design and efficient schedule.***

Many of the project team members are located on the Treasure Coast. This will help promote an aggressive construction schedule, allow FDD's staff to be readily available to City staff, and provide prompt responses to any issues that may arise. All of FDD's civil/mechanical superintendents, HCE's well project manager (Curtis Robinson), their key pipeline design members (Christine Miranda and Ben Fecko) and their construction manager (Linwood Lee) all live on the Treasure Coast.

# Design-Build Services for Eight (8) Wells & Raw Water Main on Discovery Way



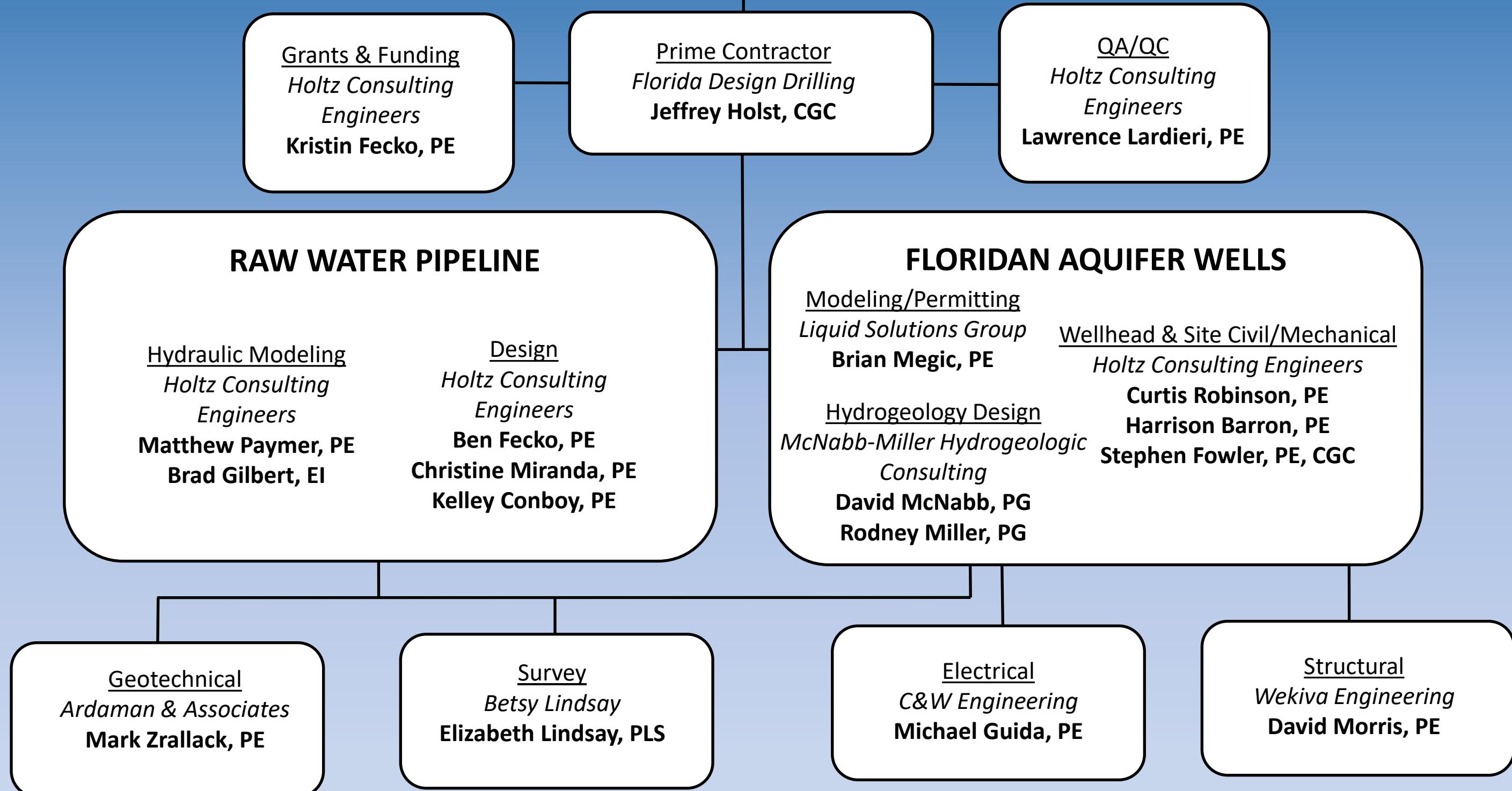
# The Florida Design Drilling Team for the City of Port St. Lucie



# Design Team Key Personnel Organizational Chart



# The Florida Design Drilling Team for the City of Port St. Lucie



# Construction Team Key Personnel Organizational Chart



# The Florida Design Drilling Team for the City of Port St. Lucie

Grants & Funding  
*Holtz Consulting  
Engineers*  
**Kristin Fecko, PE**

Prime Contractor  
*Florida Design Drilling*  
**Jeffrey Holst, CGC**

Public Relations  
*The Merchant Strategy*  
**Sharon Merchant**  
**Cheryl Scott**

## RAW WATER PIPELINE

Open-Cut Installation  
*Florida Design Drilling*  
**Jeffrey Holst**  
**Fernanda Sousa**

Horizontal  
Directional  
Drilling  
*K3  
DBE  
Centerline*

## FLORIDAN AQUIFER WELLS

Drilling/Top Slab Civil  
*Florida Design Drilling*  
**Daniel Ringdahl**  
**Noah Ringdahl**  
**Michael Black**  
**Brandon Holst**  
**Kenneth Lawson**  
**Bruce Balmer**  
**Brad Brooks**

Electricians  
*Energy Efficient*  
*Paragon Electric*  
*Gilmore*

Instrumentation  
& Controls  
*CC Controls*

Geotechnical  
*Ardaman & Associates*  
**Mark Zrallack, PE**

Survey  
*Betsy Lindsay*  
*Elizabeth Lindsay, PLS*

Civil and Mechanical  
*Holtz Consulting Engineers*  
**Stephen Fowler, PE, CGC**  
**Linwood Lee**  
**Rick Martens**

Structural  
*Wekiva Engineering*  
**David Morris, PE**

Hydrogeology  
*McNabb-Miller*  
*Hydrogeologic Consulting*  
**Jhonatan Delgado Padilla**  
**Sally Durall**

Electrical  
*C&W Engineering*  
**Michael Guida, PE**

**TAB 5: STATE OF FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE**

Florida Design Drilling, LLC is not a State of Florida Certified Minority Business Enterprise.

## **TAB 6: ADDITIONAL REQUIRED PROPOSAL SUBMITTAL FORMS**

The below noted completed forms can be found on the following pages:

- Contractor's General Information Work Sheet
- Cone of Silence Form
- Contractor's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form
- Truth-in-Negotiation Form
- Trench Safety Act Form
- Affidavit of Nongovernmental Entity Anti-Human Trafficking Laws

**CONTRACTOR'S GENERAL INFORMATION WORK SHEET**  
**eRFP #20240141**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 7733 Hooper Road, West Palm Beach, FL 33411, this 10th day of Jan, 2025  
(Location)

Name of Organization/Contractor: Florida Design Drilling LLC

By: Brandon Holst, Vice President

Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation

2. Firm's name and main office address, telephone and fax numbers

Name: Florida Design Drilling LLC

Address: 7733 Hooper Road

West Palm Beach, FL 33411

Telephone Number: 561-568-1231

Fax Number: 561-844-2967

3. Contact person: Brandon Holst Email: brandon@fldrilling.com

4. Firm's previous names (if any). Florida Design Drilling Corporation

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business? 19

a. Years doing business under its present business name? 1

7. Total number of staff at this location: 20 Total number of staff on the Treasure Coast: 100

8. Indicate the registration, license numbers or certificate numbers for the businesses or professions, which are the subject of the eRFP. Please attach certificate of competency and/or state registration:

~~Dan Ringdahl - Water Well Contractor - 11148~~  
~~Jeffrey Holst - General Contractor - CGC1522104~~  
~~Brandon Holst - Water Well Contractor - 11415~~

9. **ADDENDUM ACKNOWLEDGMENT** - Proposer acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
1	12/19/24		
2	12/23/24		

10. Have you personally inspected the site of the proposed work?

Yes  No

11. Have you ever failed to complete any work awarded to you?

Yes  No

If yes, please explain:

---

---

12. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes  No

If yes, please explain:

---

---

13. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

Neither the corporation, nor any of its owners have any lawsuits pending or completed in the last five years.

(N/A is not an acceptable answer - insert lines if needed)

14. List any judgments from lawsuits in the last five (5) years:

There are no judgments from lawsuits in the last five years.

(N/A is not an acceptable answer - insert lines if needed)

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:  
Neither the proposer or any of its principles have any criminal violations or convictions.

(N/A is not an acceptable answer - insert lines if needed)

16. State the name of the individual who will have personal supervision of the work:  
Brandon Holst

17. State the name and address of attorney, if any, for the business of the Offeror:  
Ryan Blum, 600 Highway H, Troy, MO 63379

18. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

Daniel Ringdahl CEO - 22.5% 7733 Hooper Road, West Palm Beach, FL 33411  
Noah Ringdahl, President - 22.5% 7733 Hooper Road, West Palm Beach, FL 33411  
Jeffrey Holst, Senior Vice President - 5% 7733 Hooper Road, West Palm Beach, FL  
Geeding Construction - 50% 600 Highway H, Troy, MO 63379

19. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Offeror:

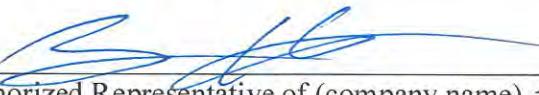
N/A

20. State the name of Surety Company which will be providing the bond, and name and address of agent:

Acisure  
Brett Rosenhaus  
220 Congress Park Drive  
Suite 100  
Delray Beach, FL 33445

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The Offeror acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Offeror to be true. The discovery of any omission or misstatement that materially affects the Offeror's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

By: 

Authorized Representative of (company name) Florida Design Drilling LLC

State of: Florida

County of: Palm Beach

Before me personally appeared: Brandon Holst  
(please print)

Please check one:

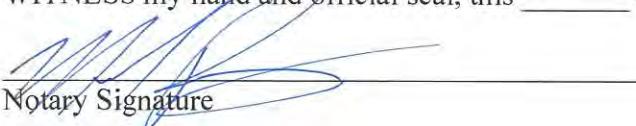
Personally known

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No. N/A

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this 7th day of January, 2025.

Notary Signature 

Notary Public State of Florida at Large.

My Commission Expires 7-11-2026.



(seal)



### NOTICE TO ALL PROPOSERS

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13.](#) Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Mr. Nathaniel Rubel, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Nathaniel Rubel, Procurement Agent with the Procurement Management Department via e-mail [nrubel@cityofpsl.com](mailto:nrubel@cityofpsl.com), or by phone 772-344-4230. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addenda and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: Brandon Holst

Signed: 

Company and Job Title: Florida Design Drilling LLC, Vice President

Date: 1/7/25



**eRFP #20240141  
CONTRACTOR'S CODE OF ETHICS**

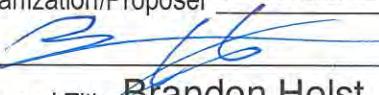
The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any

published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Florida Design Drilling LLC

Signature 

Printed Name and Title Brandon Holst, Vice President

Date 1/10/25

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



### E-Verify Form

#### Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number

1250269

Date of Authorization

1/10/25

Name of Contractor

Florida Design Drilling LLC

Name of Project

Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way

Solicitation Number  
(If Applicable)

20240141

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on January, 10th, 2025 in West Palm Beach (city), FL (state).



Signature of Authorized Officer

Brandon Holst, Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 10th DAY OF January, 2025.

NOTARY PUBLIC

My Commission Expires:

7-11-2026





NON-COLLUSION AFFIDAVIT

eRFP #20240141

Design-Build Services for Eight (8) Wells and the  
Raw Water Main on Discovery Way

State of Florida }

County of Palm Beach }

Brandon Holst \_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1. They are Vice President of Florida Design Drilling LLC the Proposer that  
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



(Signed) 

(Title) Brandon Holst, Vice President

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this (Date) 10th day of January, 2025

by: Brandon Holst who is personally known to me or who has produced  
Personally Known as identification and who did (did not) take an oath.

Commission No. HH 286038

Notary Print: Michael Perez

Notary Signature: 



**DRUG-FREE WORKPLACE FORM**  
**eRFP # 20240141**  
**Design-Build Services for Eight (8) Wells and the**  
**Raw Water Main on Discovery Way**

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that  
Florida Design Drilling LLC does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

Brandon Holst, Vice President  
Date: 1/10/25

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS**

Vendor Name:	Florida Design Drilling LLC
Vendor FEIN:	20-2779560
Authorized Representative's Name:	Brandon Holst
Authorized Representative's Title:	Vice President
Address:	7733 Hooper Road
City, State and Zip Code:	West Palm Beach, FL 33411
Phone Number:	561-568-1231
Email Address:	brandon@fldrilling.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:  
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Brandon Holst, Vice President

Print Name



Signature

## TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF FLORIDA §  
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant Noah Ringdahl, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way, Contract #20240141.

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

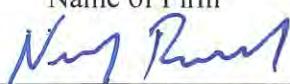
4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

Florida Design Drilling LLC

Name of Firm

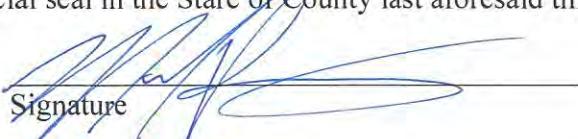


By: President → Noah Ringdahl

The foregoing instrument was acknowledged before me by Noah Ringdahl who has produced \_\_\_\_\_ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 10<sup>th</sup> day of

Tavares, 2025.  
(SEAL)



Signature

Michael Perez  
Notary Name (typed or printed)

Accountant  
Title or Rank



**CITY OF PORT ST. LUCIE, FLORIDA**  
**eRFP NO. 20240141**

**PROJECT TITLE: Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way**

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Name: **Design-Build Services for Eight (8) Wells and the Raw Water Main on Discovery Way**

Project Location: Eight (8) Well Sites on City-owned Land and Discovery Way, Port St. Lucie, Florida 34987

**Instructions:**

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

**Certification**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:

One thousand Dollars \$1,000.00  
(Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Florida Design Drilling LLC  
(Company-Contractor)

By: Noah Riagdah /  
(President's Signature)  
(President's Typed or Printed Name)

Sworn to and subscribed before me in Palm Beach County, Florida on the 10th day of January, 2025.

 NOTARY PUBLIC

eRFP #20240141



**AFFIDAVIT OF NONGOVERNMENTAL ENTITY COMPLIANCE WITH  
ANTI-HUMAN TRAFFICKING LAWS**

In accordance with section 787.06(13), Florida Statutes, the undersigned officer or representative of the nongovernmental entity listed below (“Entity”), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

The undersigned is authorized to execute this affidavit on behalf of Entity.

Entity Name: Florida Design Drilling LLC

Name of Affiant: Brandon Holst

Signature of Affiant: 

Affiant's Title: Vice President

Date of Signature: 1/10/25

# Standard Form of General Conditions of Contract Between Owner and Design-Builder

**Document No. 535**

Third Edition, 2022

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





## Design-Build Institute of America - Contract Documents

### LICENSE AGREEMENT

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

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

## INSTRUCTIONS

For DBIA Document No. 535 Standard Form of General Conditions of Contract Between Owner and Design-Builder  
(2022 Edition)

### General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America (DBIA) has regularly evaluated the needs of Owners, Design-Builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Document on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.  Any modifications to these Documents should be initiated by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms – familiarity with the terms.
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

## Specific Instructions

Section	Title	Instruction
General	Purpose of This Document	<p>The General Conditions of Contract provide the terms and conditions under which the Work of the Project will be performed.</p> <p>This document accompanies DBIA Document No. 525 and DBIA Document No. 530 (each referred to herein generally as "Agreement"). It may also be incorporated by reference into other related agreements, as between Design-Builder and Design Consultant, and Design-Builder and Subcontractor.</p>
General	Checklist	<p>The following Sections reference documents that are to be attached to the Agreement:</p> <p>Section 3.5.1 Owner's Permit List  Article 5 Insurance and Bonds  Section 9.4.2 Unit Prices</p>
2.1.3	Schedule	<p>The parties are encouraged, if possible, to agree to a schedule for the execution of the Work upon execution of the Agreement or upon establishing the GMP.</p>
2.2.1	Design Professional Services	<p>The parties should be aware that in addition to requiring compliance with state licensing laws for design professionals, some states also require that the design professional have a corporate professional license.</p>
2.3.1	Standard of Care for Design Professional's Services	<p>Design-Builder's obligation is to deliver a design that meets prevailing industry standards. However, DBIA has provided the parties at Article 11 of the Agreement an optional provision whereby if Owner can identify specific performance standards that can be objectively measured, Design-Builder is obligated to design the Project to satisfy these standards if this optional provision is selected. To avoid any confusion and to ensure that the parties fully understand what their obligations are, the specific performance standards should be clearly identified and should be able to be objectively measured. Design-Builder should recognize that this is a heightened standard of care that has insurance ramifications that should be discussed with Design-Builder's insurance advisor.</p>
3.5.1	Government Approvals and Permits	<p>Design-Builder is responsible for obtaining all necessary permits, approvals, and licenses, except to the extent specific permits, approvals, and licenses are set forth in an Owner's Permit List, which must be attached as an exhibit to the Agreement. The parties, prior to execution of the Agreement, should discuss which permits, approvals and licenses need to be obtained for the Project and which party is in the best position to do so.</p>
5.1.1	Design-Builder's Insurance Requirements	<p>Design-Builder is obligated to provide insurance coverage from insurance carriers that meet the criteria set forth in the Insurance Exhibit attached to Section 10.1 of the Agreement.</p>
5.1.2	Exclusions to Design-Build	<p>Parties are advised that their standard insurance policies may contain exclusions for the design-build delivery method. This Section 5.1.2 requires that any such exclusions be deleted from the policy.</p>
5.2	Owner's Insurance Requirements	<p>Owner, in addition to providing the insurance set forth in this Section and Section 5.3, is also obligated to procure the insurance coverages for the amounts and consistent with the terms set forth in the Insurance Exhibit made part of the Agreement.</p>
5.4	Bonds and Other Performance Security	<p>Design-Builder is only obligated to provide bonds or other forms of performance security to the extent called for in Section 10.2 of the Agreement.</p>

Section	Title	Instruction
8.2.2	Compensability for Force Majeure Events	The parties are provided the option in the Agreement of negotiating whether Design-Builder is entitled to compensation for Force Majeure Events.
9.4.1	Contract Price Adjustments	Unit prices, if established, shall be attached pursuant to Article 2 of the Agreement.
9.4.3	Payment/Performance of Disputed Services	When Owner disputes Design-Builder's entitlement to a change order or disagrees with Design-Builder regarding the scope of Work, and nevertheless expects Design-Builder to perform the services, Design-Builder's cash flow and ability to complete the Work will be hampered if Owner fails to pay Design-Builder for the disputed services. This Section provides a balanced approach whereby Design-Builder is required to perform the services, but Owner is required to pay fifty percent (50%) of Design-Builder's reasonable estimated direct costs of performing such services until the dispute is settled. By so doing, Owner does not forfeit its right to deny total responsibility for payment, and Design-Builder does not give up its right to demand full payment. The dispute shall be resolved according to Article 10.
Article 10	Contract Adjustments and Disputes	DBIA endorses the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disputes. The General Conditions of Contract provides for the parties' Representatives and Senior Representatives to attempt to negotiate the dispute or disagreement. If this attempt fails, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be submitted to binding arbitration, unless the parties elect in the Agreement to submit their dispute to a court of competent jurisdiction.
10.3.4	Arbitration	The prevailing party in any arbitration shall receive reasonable attorneys' fees from the other party. DBIA supports this "loser pays" provision to encourage parties to negotiate or mediate their differences and to minimize the number of frivolous disputes.
10.4	Duty to Continue Performance	Pending the resolution of any dispute or disagreement, both Owner and Design-Builder shall continue to perform their respective duties under the Contract Documents, unless the parties provide otherwise in the Contract Documents.
10.5	Consequential Damages	DBIA believes that it is inappropriate for either Owner or Design-Builder to be responsible to the other for consequential damages arising from the Project. This limitation on consequential damages in no way restricts, however, the payment of liquidated damages, if any, under Article 5 of the Agreement.
11.4	Design-Builder's Right to Terminate for Cause	If Design-Builder properly terminates the Agreement for cause, it shall recover from Owner in the same way as if Owner had terminated the Agreement for convenience under Section 11.6 of the General Conditions. Owner shall pay to Design-Builder its costs, reasonable overhead and profit on the costs, and an additional payment based on a percentage of the remaining balance of the Contract Price, all as set forth in Article 8 of the Agreement.
11.6.2	Termination for Convenience: Owner's Use of Work Product	Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3 of the Agreement.
Article 12	Electronic Data	Design-Builder and Owner shall agree on the software and format for the transmission of Electronic Data. Ownership of Work Product in electronic form is governed by Article 4 of the Agreement. The transmitting party disclaims all warranties with respect to the media transmitting the Electronic Data, but nothing in this Article is intended to negate duties with respect to the standard of care in creating the Electronic Data.

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## **Article 1**

### **General**

#### **1.1 Mutual Obligations.**

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

#### **1.2 Basic Definitions.**

**1.2.1** *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2022 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

**1.2.2** *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

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

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

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

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

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

**1.2.8** *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under

Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

**1.2.9** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

**1.2.10** *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

**1.2.11** *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

**1.2.12** *GMP Proposal or Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price* or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement*, or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects*.

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

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

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

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

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

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

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

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

## **Article 2**

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

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

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

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

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

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

#### **2.2 Design Professional Services.**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals 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.

**2.2.2** Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work

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prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

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

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project. Design-Builder shall not be held to a standard of perfection.

**2.4 Design Development Services.**

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

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

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

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

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

the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

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

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

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

## **2.5 Legal Requirements.**

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

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

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

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

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

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

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

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite

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

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. 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. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. ~~The parties have opted to establish a limited time frame for the warranty set forth in this Section, the warranty in this section shall be for one (1) year after Owner acceptance of the final project. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.~~

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**2.10 Correction of Defective Work.**

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

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

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

## **Article 3**

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

**3.1 Duty to Cooperate.**

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

Builder's performance of its obligations under the Contract Documents.

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

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

**3.2 Furnishing of Services and Information.**

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

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

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

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

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

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

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

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

**3.3 Financial Information.**

**3.3.1** At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** 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.

**3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract

Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

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

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

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

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

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## **Article 4**

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

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

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

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

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

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

**4.1.5** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall

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

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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.

*M B* | **4.2 Differing Site Conditions.**

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

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than five (5) 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.

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## **Article 5**

### **Insurance and Bonds**

*M B* | **5.1 Design-Builder's Insurance Requirements.** Shall be required as set forth in the Local Government Addendum.

*M B* | **5.4 Bonds and Other Performance Security.**

**Deleted: ¶**

**... [1]**

**5.4.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

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

## **Article 6**

### **Payment**

**6.1 Schedule of Values.**

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

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

## **6.2 Monthly Progress Payments.**

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

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

**6.2.3** All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

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

## **6.3 Withholding of Payments.**

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

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

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

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

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

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

## **6.6 Substantial Completion.**

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

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

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

## **6.7 Final Payment.**

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

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

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

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

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

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

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

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract

Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

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

## **Article 7**

### **Indemnification**

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

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

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. *M B*

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

#### **7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. However, the parties acknowledge that this paragraph is not intended, and shall not be construed, as a waiver of Owner's sovereign immunity or agreement to increase the recovery limits within section 768.28, Florida Statutes. Therefore, the parties agree that any indemnification requirement of the Owner is limited to the following: Owner shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its

**Deleted:** If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

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agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. Any attempt by Design-Builder to recover more than these amounts shall void this paragraph, and Owner shall have no indemnification requirements or responsibilities, whatsoever.  
Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

#### 7.3 Payment Claim Indemnification.

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

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

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

**7.4.2** For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

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

#### 7.6 Limited Recourse.

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

**Deleted: 7.5 Owner's General Indemnification.**  
**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

## **Article 8**

### **Time**

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

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

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

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

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

## **Article 9**

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

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

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

- 9.1.1.1** The scope of the change in the Work;
- 9.1.1.2** The amount of the adjustment to the Contract Price; and
- 9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. Any change directed by Owner must be accompanied by a Change Order (or Written Directive) with compensation terms.

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

**9.1.4** Compliance with Section 218.755, Florida Statutes: Design-Builder must comply with the following to submit a proper price quote for a change order requested or issued by the Owner.

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*m B*

*m B*

- A. Design-Builder must submit the price quote on the Owner's Change Order Request form ("COR") to ensure it communicates all relevant information in a uniform document for submission to the Owner.
- B. All fields and directions on the Change Order Request Form must be completed/followed.
- C. Design-Builder shall act in good faith when submitting a price quote.
- D. Design-Builder shall submit the COR to the Owner's Representatives. Design-Builder understands it is imperative that it notify all listed parties in order to ensure the COR is received and processed by the City.
- E. If there is a CEI/Owner's representative for the project under this Agreement, Design-Builder shall obtain the CEI's/representative's approval prior to submitting the COR to the Owner for review.
- F. If there is a grant and/or other funding agreement, Design-Builder shall comply with all requirements in those agreements necessary to submit a change order.

## 9.2 Work Change Directives.

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

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

## 9.3 Minor Changes in the Work.

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

## 9.4 Contract Price Adjustments.

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

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

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

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

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

the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

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

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

## **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

# **Article 10**

## **Contract Adjustments and Disputes**

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

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

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

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or

disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner will first attempt to resolve 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 Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

**10.2.3** 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.

**10.2.4** 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 Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation. The parties shall split the cost of the mediator evenly.

### **10.3 Informal, Nonbinding Mediation**

**10.3.1** Before either party initiates a lawsuit, both parties agree to engage in an informal, nonbinding mediation process to resolve any disputes that may arise under this Agreement. Each party will appoint one representative who is authorized to make binding decisions on behalf of their respective entity. These representatives will meet, either virtually or in person, to discuss and attempt to resolve the issue in good faith. The goal of this meeting is to reach a mutually agreeable solution without the need for formal legal proceedings

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

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

### **10.5 CONSEQUENTIAL DAMAGES.**

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

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article

### **Deleted: 10.3 Arbitration.**

**10.3.1** Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise. ¶

**10.3.2** The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof. ¶

**10.3.3** Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation. ¶

**10.3.4** The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal. ¶

5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

## **Article 11**

### **Stop Work and Termination**

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

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

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

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

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

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

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

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

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

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

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

**11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

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

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

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

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

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

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

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

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

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

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

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

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

**11.6 Termination for Convenience.**

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

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

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

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

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

## **Article 12**

### **Electronic Data**

**12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be

transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

**12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

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

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

**12.3 Electronic Data Protocol.**

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

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

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

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

## **Article 13**

### **Miscellaneous**

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

**13.1.1** Confidential Information shall be handled as set forth in the Local Government Addendum.

#### **13.2 Assignment.**

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

#### **13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

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

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

#### **13.5 Severability.**

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

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

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

#### **13.7 Headings.**

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

#### **13.8 Notice.**

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

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

**13.9 Amendments.**

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

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