

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.



**Water Collaborative
Delivery Association**

Better Projects, Together.

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 initialed by the parties. <u>The parties agree that each modification does not need to be initialed. Each party will review the entire agreement before executing, and all modifications therein, shall be part of the Agreement.</u> 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	<p>Enter the day of the month when Design-Builder shall submit its Application for Payment.</p>

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	<p>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.</p>
7.5	Interest	<p>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.</p>
7.6	Record Keeping	<p>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.</p>
8.1	Termination for Convenience: Overhead and Profit	<p>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.</p>
8.2	Termination for Convenience: Additional Payments	<p>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.</p>

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	<p>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.</p>
10.2	Bonds	<p>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.</p>
11.1	Other Provisions	<p>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.</p>
11.2	Listing of Exhibits	<p>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.</p>
12	Limitation of Liability	<p>This provision establishes a limit of liability of Design-Builder's liability for the Project.</p>



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

DESIGN-BUILDER:

(Name and address)

Jacobs Project Management Co.
643 SW 4th Ave.
Suite 400
Gainesville, FL 32601

PROJECT:

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

Contract #20250143 – Discovery Water Treatment Facility Progressive Design-Build (f/k/a Progressive Design-Build
of the Rangeline Road Water Treatment Facility)

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, which is not attached and instead the parties incorporate it by this reference as attached to RFQu #20250143. 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 Phase 1 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 Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing and commissioning of the Project, and the provision of warranty services, all as further described in 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.

1.3 Proposal. Upon completion of the Phase 1 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 the design and construction for the Project for the Contract Price, 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).

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 Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

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; and

2.1.7 The following other documents, if any:

[2.1.7.1 Local Government Addendum – this shall take precedence over any other Contract Document.](#)

[2.1.7.2 RFQ/E-RFP Document.](#)

[2.1.7.3 Design-Builder's Proposal submitted in response to the RFQ/E-RFP.](#)

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 Dollars (\$_____) 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.

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 Phase 1 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 Phase 2 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.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than the date and/or time identified in a subsequent GMP _____ (_____) calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”).

[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:

“*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 follows: (Insert any interim milestones (“Scheduled Interim Milestone Dates”) 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~~ ~~5.4~~ Liquidated Damages. 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 two thousand, nine-hundred _____ Dollars (\$2,900.00 _____) 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.)*

[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 sixty _____ (60 _____) days of Substantial Completion, Design-Builder shall pay to Owner five-hundred _____ Dollars (\$500.00 _____), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

[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 (\$_____).

~~5.55.4~~ 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 thirty percent (30%) of the Contract Price. —Dollars —(\$_____).

~~5.65.5~~ Early Completion Bonus. 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.)* Owner intends any Early Completion Bonus will be discussed after GMP negotiations.

[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.]

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 thirty (30)_____ cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to:

[Check one box only.]

\$_____ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

or

the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.

5.75.6 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.

5.7.45.6.1 Owner shall have a minimum of ~~fifteen (15)~~ days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.7.25.6.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule and any updates thereto within ~~fifteen (15)~~ 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 _____ Dollars (\$ _____) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.2 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.

6.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited services.)* TBD.

6.2 Lump Sum. Owner shall pay Design-Builder in accordance 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.

6.3 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:

6.3.1 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 _____ percent (_____ %) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit _____ hereto.

6.3.2 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.

or

An amount equal to the sum of: (a) _____ percent (_____%) 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.

6.4 Design-Builder's Fee.

6.4.1 Design-Builder's Fee shall be:

[Choose one of the following:]

_____ Dollars (\$ _____), as adjusted in accordance with Section 6.4.2 below.

or

Ten percent (10 %) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.

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

6.4.2.1 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 ten percent (10 %) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth at Exhibit _____ hereto.

6.4.2.2 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.

or

An amount equal to the sum of: (a) ten percent (10 %) 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.

6.5 Cost of the Work.

6.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for

those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

~~6.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit _____ and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a _____ percent (_____%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.~~

~~6.5.1.4~~ 6.5.1.3 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.

[In lieu of the language in Section 6.5.1.4 above, Design-Builder and Owner may want to include the following language:]

A multiplier of _____ percent (_____%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.

~~6.5.1.5~~ 6.5.1.4 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

~~6.5.1.6~~ 6.5.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

~~6.5.1.7~~ 6.5.1.6 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

~~6.5.1.8~~ 6.5.1.7 Costs, including transportation, inspection, testing, storage and handling of materials, equipment and supplies incorporated or reasonably used in completing the Work.

~~6.5.1.9~~ 6.5.1.8 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

~~6.5.1.10~~ 6.5.1.9 Costs of removal of debris and waste from the Site.

6.5.1.116.5.1.10 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.5.1.126.5.1.11 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.5.1.136.5.1.12 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.5.1.146.5.1.13 All fuel and utility costs incurred in the performance of the Work.

6.5.1.156.5.1.14 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.5.1.166.5.1.15 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.5.1.176.5.1.16 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.5.1.186.5.1.17 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.5.1.196.5.1.18 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.5.1.206.5.1.19 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.5.1.216.5.1.20 Accounting and data processing costs related to the Work.

6.5.1.226.5.1.21 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

[Design-Builder and Owner may want to consider adding the following Section 6.5.1.23 to address the payment of warranty work:]

~~Owner and Design-Builder agree that an escrow account in the amount of _____ Dollars (\$ _____) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.~~

6.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

6.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2 and 6.5.1.3 hereof.

6.5.2.2 Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.

6.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

[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.]

6.6 The Guaranteed Maximum Price.

6.6.1 Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars (\$_____). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the Contract Price Amendment will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 1.3 above, to ensure that the basis for the GMP is well understood.)*

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

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 management and general conditions costs, in the amount of _____ Dollars (\$_____), and as set forth in the Contract Price Amendment ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said general conditions line item and the GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth in Section 6.3 herein.

6.6.2 The GMP includes a Contingency in the amount of _____ Dollars (\$_____). ***[to be established at time of GMP]*** which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials, ***including tariffs, so long as the Design-Builder provides documentation showing that there has been a tariff actually imposed, imposition of the tariff was not due to Design-Builder's delay, and the tariff directly impacts items solely for use under this Agreement;*** (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults ***or gaps where required work has not been included in a subcontractor's scope of work;*** or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. ***Notwithstanding the preceding,***

the Contingency in this subsection is available for Design-Builder's exclusive use so long as it benefits the Owner/Project and shall not be used as a substitute for items that otherwise can be handled through Change Order. Additionally, Design-Builder must obtain written approval by the City for any proposed use of a Contingency over \$20,000 within a 10-day period, where Design-Builder shall not divide purchases for the purpose of avoiding this requirement. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

~~6.6.3—Savings.~~

~~6.6.3.1—If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:~~

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

~~_____ percent (_____ %) to Design-Builder and
_____ percent (_____ %) to Owner.~~

~~or~~

~~The first _____ Dollars (\$ _____) of Savings shall be provided to (choose either Design-Builder or Owner) _____, with the balance of Savings, if any, shared _____ percent (_____ %) to Design-Builder and _____ percent (_____ %) to Owner.~~

~~6.6.3.2—Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.~~

6.7 Allowance Items and Allowance Values.

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

6.7.2 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.

6.7.3 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.

6.7.4 The Allowance Value represents an estimate of the anticipated Cost of the Work for the applicable Allowance Items and includes the direct costs of labor, materials, equipment, transportation, taxes, and insurance associated with such Allowance Items. To the extent an Allowance Item requires additional design, engineering, detailing, coordination, or specification development, the reasonable costs of such services shall constitute a Cost of the Work and shall be included in any adjustment to the Contract Price. Because the Design-Builder's Fee is calculated as a percentage of the Cost of the Work, the Fee applicable to Allowance Items shall be adjusted based on the actual Cost of the Work incurred for the Allowance Items, whether such costs are more or less than the Allowance Value. If the incorporation, procurement, design development, or execution of an Allowance Item results in an extension of the Contract Time, or otherwise increases the duration of the Project, the Design-Builder shall be entitled to an equitable adjustment to General Conditions costs, which shall be treated as Cost of the Work and included in any resulting Change Order, consistent with this Agreement. Allowance Values are not intended to establish individual not to exceed amounts or guarantees of cost for any specific Allowance Item, and cost risk associated with actual Allowance Item expenditures beyond the Allowance Value or total Allowance Value shall remain with the Owner, subject to the terms of this Article.

~~6.7.4—Whenever the total actual costs incurred for all Allowance Items, in the aggregate, are more than or less than the total Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.7.4. Adjustments to the Contract Price shall be based on the net difference between the total actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value, and not on the performance of any individual Allowance Item. Underruns on one or more Allowance Items may be used to offset overruns on other Allowance Items. Individual Allowance Values are provided for estimating and accounting purposes only and shall not be construed as individual not to exceed amounts or guarantees of cost for any specific Allowance Item. The Design-Builder shall not be responsible for actual Allowance Item costs exceeding the total Allowance Value, provided such costs are reasonably incurred and consistent with the Contract Documents and Owner approved selections. 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.~~

~~***[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.~~

6.7.5 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.

6.8 Performance Incentives.

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

(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 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.)*

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the tenth (10th) 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.

7.2.2 Owner shall make payment within the time required by law ~~ten (10) days, 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.

7.2.3 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.

7.3 Retainage on Progress Payments.

~~7.3.1 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.~~

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

Owner will retain five percent (5 %) of the cost of Work for construction (but not design services), exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment through Substantial Completion ~~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.~~

~~7.3.27.3.1~~ 7.3.1 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.

~~**[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.~~

7.4 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, within ten (10) days 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.

7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing thirtyfive (305) days after payment is due at the rate of one _____ percent (_____ 1 %) per month until paid.

7.6 Record Keeping and Finance Controls. Agreement shall be subject to the Audit provision in the Local Government Addendum. ~~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.~~

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.

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.

~~8.2 — 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:~~

~~8.2.1 — 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 recent estimated Contract Price.~~

~~8.2.2 — If Owner terminates this Agreement after 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 recent estimated Contract Price.~~

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

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

Article 10

Bonds and Insurance

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

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.]

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:

Local Government Addendum

Exhibit A – Owner's Project Criteria (as incorporated in Section 1.1.1).

Exhibit B – Scope of Services

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

Contract Price Amendment, if any.

[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.

~~*[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.~~

Article 12

Limitation of Liability

12.1 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 one-hundred and twenty percent (120%) 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:

Jacobs Project Management Co.
(Name of Design-Builder)


(Signature)

Thomas J. Meinhardt
(Printed Name)

Executive Vice President
(Title)

Date: 5/1/26

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dbia@dbia.org

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 \$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. 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 the following limits:

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 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. 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 and Professional Liability Insurance, 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 #20250143 – Discovery Water Treatment Facility Progressive Design-Build."** 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 of \$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 of \$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 of \$2,000,000 Per Claim. 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 of 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 policy where it is required in the Agreement. 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."

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
pr@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 XVI
CHANGE ORDER PROCEDURE

In compliance with section 218.755, Florida Statutes, if the Agreement is for construction services, Design-Builder must comply with the following to submit a proper price quote for a change order requested or issued by the Owner:

- 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 Contract Administrator, City Project Manager, and any other email address listed here. Design-Builder understands it is imperative that it notify all listed parties in order to ensure the COR is received and processed by the Owner.
- E. If there is a CEI for the project under this Agreement, Design-Builder shall obtain the CEI'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.

SECTION XVII
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: _____

By:  _____

Purchasing Agent

Authorized Representative

Exhibit B – Phase 1 Scope of Services

Revision: Final

City of Port St. Lucie

Discovery Water Treatment Facility
April 29, 2026





Exhibit B – Phase 1 Scope of Services

Client name: City of Port St. Lucie
Project name: Discovery Water Treatment Facility
Revision: Final
Date: April 29, 2026
Project manager: Grant Misterly
Prepared by: Jacobs

Document History and Status

Revision	Date	Description	Author	Checked	Reviewed	Approved
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3	4/29/26	Final	Jacobs			

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Background

The City of Port St. Lucie (Owner) is ranked as one of the fastest growing cities in the country. This population increase has created an equally sharp increase in water supply demand. The City’s Utility Systems Department (USD) Master Plan forecasts that current water treatment capacity will be insufficient by 2030. The South Florida Water Management District Upper East Coast Water Supply Plan update also lists the City as the only public supply system in the Upper East Coast Planning Area that cannot adequately meet its projected demands with its current facilities through 2045.

To address the increase in water demand, the Owner is developing the Discovery Water Treatment Facility (WTF). This facility will increase the City’s water system capacity by 10 to 20 million gallons per day (MGD) as outlined and more specifically described in this scope of services. The facility will use reverse osmosis (RO) for water purification, drawing its supply from wells in the Southwest Wellfield, which tap into the Upper Floridan aquifer (UFA).

The Owner intends to design and construct a new WTF with an initial capacity of 10 or 20 MGD and associated improvements at the existing Discovery WTF Re-Pump Station site, with the potential for future expansion to 30 MGD. Additionally, space will be allocated for a future 10-MGD surface WTF, which will be supplied through aboveground impoundments at the McCarty Ranch Water Farm. This is summarized in Table 1.

Table 1. Planned Site Capacity

Treatment Capacity/Expansion with Treatment Technology	Total Site Capacity	Water Source	Included in this Project
10 MGD RO WTF	10 MGD	UFA	Yes
10 MGD RO WTF	20 MGD	UFA	Yes ^[a]
10 MGD RO WTF	30 MGD	UFA	No ^[b]
10-MGD Surface WTF	40 MGD	McCarty Ranch Water Farm	No ^[b]

^[a] Provisions for this additional capacity are included in this Project, but at certain design milestones, the Owner will provide additional direction on how and if they will be constructed under this contract. This is detailed further in the scope.

^[b] These are not included in this scope of work, but certain provisions for these future expansions are incorporated. Refer to Table 2 for a detailed explanation of these provisions.

The Project will be completed over the following two phases under a single progressive design-build (PDB) agreement:

- Phase 1, Design and Preconstruction Services (10- or 20-MGD)
- Phase 2, Construction and Commissioning Services

During Phase 1 of the Project, the WTF will be designed to produce 10 or 20 MGD and be fully functional, and operational by the completion of Phase 2. The scope of work under Phase 1 will include the design, permitting, and preconstruction services for an initial 10-MGD RO WTF, with the flexibility for one of the following options:

- Have the Design-Builder design with the option to construct the additional 10-MGD features for a full capacity of 20 MGD under this contract.

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- Have the Design-Builder provide the necessary documents outlined in this scope of work so the Owner can have another entity construct the additional 10-MGD expansion from 10 MGD to 20 MGD.
- Have the Design-Builder design and construct the initial WTF under this scope of work as a 10 MGD facility. If the Owner chooses this option, an adjustment to the contract price will be made per the compensation schedule.

The Owner intends to notify the Design-Builder before the 30% Design milestone of which option will be implemented under this contract agreement and whether they want to proceed with the design and construction of the Storage Building with offices (item 15 in Table 2). Depending on the outcome, the Design-Builder will delineate the features in the design and preconstruction deliverables that are included in the initial 10-MGD WTF compared with the additional 10 MGD expansion.

The Phase 1 and 2 scopes of service will be performed in close collaboration and coordination with the Owner, Owner’s Advisor, and the following known adjacent and applicable projects:

- Discovery WTF Deep Injection Well (DIW) System Project will be designed by McNabb-Miller Hydrogeologic Consulting, Inc. and constructed by a Contractor (to be determined [TBD]) under a design-bid-build contract with the Owner.
- Discovery WTF Floridan Wells and Raw Water Main Project will be designed and constructed by Florida Design Drilling, LLC. under a PDB contract with the Owner.
- Discovery Way West Roadway will be designed by Velcon Engineering and Surveying, LLC and constructed by a Contractor TBD for the Riverland Development Company, LLC.

This document provides the Phase 1 scope of work, schedule, and fee for the Discovery WTF. Phase 2 services will be included in up to two subsequent Guaranteed Maximum Price (GMP) amendments and delivered at different times, which are provided in the attached schedule, during the delivery of the Phase 1 services included herein.

New Water Treatment Facilities

The Design-Builder will design and permit a 20-MGD RO WTF (expandable to 30 MGD), while accommodating the addition of a 10-MGD surface WTF in the future, at the existing Discovery WTF Re-Pump Station site. The Phase 1 scope, schedule, and level of effort are based on the Project scope of work assumed in Table 2 and the WTF supplemental infrastructure outlined as follows.

Table 2. Water Treatment Facilities Scope of Work

Item No.	Facility/System	Current Scope ^[a]	Future Expansion ^[b]
1	Sand Strainers	Not anticipated during this Project and thus design of this facility is not included	Provisions for 10 to 30 MGD of sand strainer capacity
2	RO/Operations Building	Operations building portion: Full building with all disciplines included RO building portion (architectural, HVAC, plumbing): 20 to 30 MGD of building shell and building components Process mechanical, electrical, I&C: 20 MGD	Operations building portion: None RO building portion (architectural, HVAC, plumbing): Provisions for remaining building shell and building components (if full 30 MGD not included in current Project) Process mechanical, electrical, I&C: Provisions for additional 10 MGD for a total of 30 MGD

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Item No.	Facility/System	Current Scope ^[a]	Future Expansion ^[b]
3	Degasifiers	Structural slab and under slab piping: 10 to 30 MGD of components Process mechanical, electrical, I&C: 20 MGD	Structural slab and under slab piping: Provisions for remaining components (if full 30 MGD not included in current Project) Process mechanical, electrical, I&C: Provisions for additional 10 MGD for a total of 30 MGD
4	Transfer Pump Station	Clearwell structure, wall pipes, gates, and under slab piping: 10 to 30 MGD of components Process mechanical, electrical, I&C: 20 MGD	Clearwell structure, wall pipes, gates, and under slab piping: Provisions for remaining components (if full 30 MGD not included in current Project) Process mechanical, electrical, I&C: Provisions for additional 10 MGD for a total of 30 MGD
5	CO ₂ System	10 to 30 MGD of components	Provisions for additional 10 MGD of components for a total of 30 MGD
6	New Post-Treatment Chemical Facility	Building, containment structure, and under slab piping: 10 to 30 MGD of components Process mechanical, electrical, I&C: 20 MGD	Building, containment structure, and under slab piping: Provisions for remaining components (if full 30 MGD not included in current Project) Process mechanical, electrical, I&C: Provisions for additional 10 MGD for a total of 30 MGD
7	Existing Post-Treatment Chemical Facility	Building structure: Assumed to accommodate 30 MGD (hypochlorite and ammonia); as needed modifications to building, envelope for WTF design or New Hypochlorite Facility if the existing building footprint cannot accommodate both chemicals. Process mechanical, electrical, I&C: 20 MGD	Building structure: None Process mechanical, electrical, I&C: Provisions for additional 10 MGD for a total of 30 MGD
8	Post-Treatment Electrical Building	Building: New electrical building sized for the entire 30-MGD RO WTF equipment Electrical equipment: New electrical equipment to feed 20 MGD of post-treatment equipment and fed from existing SWGR inside the existing high-service pump station building	Building: None Electrical equipment: Provisions for new electrical equipment that powers the future additional 10-MGD post-treatment process equipment
9	Finished Water GST	2 prestressed concrete GSTs up to 6 MG capacity	None
10	Existing High-Service Pump Station	Building structure: Assumed to accommodate 40 MGD of total pumping capacity; WTF design Process mechanical, electrical, I&C: Use existing pumps and piping and add additional pumps and necessary components to achieve total of 20-MGD firm capacity	Building structure: None Process mechanical, electrical, I&C: Additional 20 MGD for a total of 40 MGD

Exhibit B – Phase 1 Scope of Services

Item No.	Facility/System	Current Scope ^[a]	Future Expansion ^[b]
11	Existing Generator and Electrical Building at High-Service Pump Station	Building structure: Assumed to accommodate three generators Electrical, generator, fuel tank and piping, I&C: Use existing transformer, gear and generator, and fuel tank and add necessary components to add one Tier 2P diesel generator and fuel tank to provide backup to the RO and operations building	Building structure: None Electrical, generator, fuel tank and piping, I&C: Provisions to add necessary components to add one Tier 2 diesel generator and fuel tank
12	Future Generator Facility	None	Provisions for an additional generator in a sound attenuated enclosure with a belly fuel tank to provide backup power to the RO building equipment if desired; generator switchgear to be in the operations building
13	10-MGD Surface WTF	None	Provisions for all facilities necessary to treat 10 MGD of surface water to be on the site west of the stormwater pond
14	Administration and Operations Building for Distribution	None	Provisions for a future facility that houses distribution staff, maintenance facilities, and warehouse storage and parking
15	Storage Building with offices	Storage building portion: ventilated space used for storage with overhead doors and man doors for access Office spaces: 2-3 offices and a single bathroom with conditioned spaces Total area approximately 4,000 - 5,000 SF Materials of construction to be determined through design.	None
16	Stormwater Pond(s)	As determined necessary for the 20-MGD WTF facilities and impervious area	Provisions for the necessary 30-MGD RO and 10-MGD surface WTF facilities the associated projected impervious area
17	Access Roads	Access roads to accommodate the 20-MGD WTF operation and maintenance	Provisions for access roads to operate and maintain the full 30-MGD RO and 10-MGD surface WTF facilities

^[a] 10 MGD in base construction scope with additional 10 MGD clearly delineated as an add alternate for a total of 20 MGD capacity.

^[b] Additional 10 MGD for a total of 30 MGD capacity.

CO₂ = carbon dioxide

HVAC = heating, ventilation, and air conditioning

I&C = instrumentation and controls

MG = million gallon(s)

GST = ground storage tank

No. = number

ODP = Owner Direct Purchase Equipment

SWGR = switchgear

Water Treatment Facility Supplemental Infrastructure

In addition to the new WTF facilities listed in Table 2, the following additional supplemental infrastructure is included:

- Site civil improvements and yard piping
 - Yard piping: Design-Builder will design all process yard piping and drains.
 - Onsite utilities: Potable water and fire protection will be provided from the existing water main onsite, in accordance with the most recent versions of the Florida Fire Prevention Code, National Fire Protection Association 1 Fire Prevention Code, 101 (Life Safety Code) and the applicable local codes. Provide the design of an onsite potable water system to serve the facility and the non-potable water to be used for the process water and landscape irrigation.
 - Landscaping and irrigation: Landscaping will be designed in compliance with the applicable local codes. Buffer areas or portions where natural vegetation provide adequate visual screen will remain natural and undisturbed by clearing or any construction activity. Where natural vegetation is inadequate, supplemental plantings will be selected for natural survival expectancy and the ability to meet requirements. Onsite irrigation will be provided by the onsite potable water distribution system to support the landscaping and grassed areas throughout the site.
 - Site work: The civil site work includes providing stormwater facilities onsite, including piping or a swale system, control structures, and an existing wet detention pond. Parking requirements will comply with the requirements of the applicable local codes. All internal driveways will have minimum turning paths to accommodate an interstate semitrailer (up to a WB-62 design vehicle). Based on our interpretation of the South Florida Water Management District (SFWMD) Environmental Resource Permit, it is assumed the existing dry pond can be eliminated under this initial 20-MGD WTF construction or when the full WTF buildout is constructed in the future.
 - Modifications and additions to the access roads inside the Discovery WTF site to provide adequate access to the new and existing facilities.
- Electrical improvements
 - Design services will include the necessary coordination to provide electrical services through a 480-volt, 3-phase, 3-wire service from Florida Power & Light (FP&L), as outlined in this scope. Primary power for the existing high-service pump station and the new post-treatment electrical building and facilities will be provided via the existing FP&L drop and transformer. Emergency power for the existing high-service pump station and the new post-treatment facilities will be provided from the existing generator and electrical switchgear and automatic transfer switch in the existing generator and electrical building. Primary power for the new RO/Operations building will be provided by a new electrical switchgear and equipment inside a new electrical room at the new RO/Operations building via a new FP&L drop and transformer. Emergency power for the RO/Operations building will be provided from a new standby generator and fuel tank at the existing generator building and from a new switchgear and automatic transfer switch inside the new RO/Operations building electrical room. The new standby generator above-grade diesel fuel storage tank (if determined to be needed) will be installed on a concrete pad next to the existing diesel fuel storage tank.

- I&C and Security improvements
 - I&C system will consist of field-mounted measurement control devices hardwired to a central instrumentation control panel. The WTF equipment will be monitored and controlled both locally and remotely from the supervisory control and data acquisition (SCADA) system.
 - Security system, including revisions to the existing security system and upgrades to incorporate the new facilities and access gates at the Discovery WTF similar to the existing system currently at the Discovery WTF Re-Pump Station, will be provided..
- DIW and monitoring well yard piping, electrical, and I&C improvements
 - New concentrate, water, and sanitary drain line will be provided from the RO building to 5 feet outside of the well pads for the two new DIWs. The Design-Builder will design a new grinder pump station to accept drain lines and pump flow to a larger pump station on site. The following piping is being constructed by the DIW contractor and is to be connected to piping/structures provided by the Design-Builder:
 - Two 18-inch-diameter concentrate pipes (one at each DIW)
 - Two 2-inch-diameter sample/purge pipes (both located at the DZMW)
 - One 1-inch-diameter potable water pipe (located at the northernmost DIW)
 - Three 4-inch-diameter slab drain pipes (one located each slab)
 - All piping between the two DIWs and one monitoring well and all other DIW site improvements will be provided by others.
 - Power feed and control conduits and conductors from the RO building to a junction box near the two DIWs and one monitoring well and tie into, control and monitoring via the SCADA system will be provided. All I&C instrumentation and electrical equipment required at the two DIWs and one monitoring well will be provided by others.
 - The DIW contractor shall be responsible for providing building permits and raising each well pad to the appropriate elevation, providing temporary construction fencing, and for providing a temporary access road for their access during construction. The Design-Builder shall be responsible for a stabilized permanent access road from Discovery Way to the DIW site running parallel to the stormwater pond (which may or may not be in the same location as the construction road), incorporating this portion of the site with the overall site plan, including fencing, landscaping, irrigation, and drainage.
- Raw water supply well yard piping, electrical, and I&C improvements
 - Raw water line from a designated spot along the north fenceline at Discovery Way to the new RO building and a raw water line from 5 feet outside the well pad of Well F-21 on the Discovery WTF site to the RO building will be provided. The raw water lines will be routed to the fenceline and all lines outside the WTF tying into the offsite wells and the raw water pipeline brought to 5 feet outside of well F-21's well pad is by others. A second raw water line will be provided to connect to a future raw water main located along the western fence line of the Project site.
 - All power feeds and fiber control wiring of raw water wells offsite is by others. It is assumed that fiber communication and several pull boxes exist on site and others will bring the fiber and conduit to a vault at the north fenceline for the offsite well controls. Design-Builder will provide conduit from this vault to the RO building, pull the remaining fiber through, and make all terminations into a control panel provided by the Design-Builder. Design-Builder will also provide

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all electrical power (primary and backup) feed, fiber, and conduits from the RO building electrical gear and control panel to a junction box near Well F-21 onsite. The Design-Builder will provide all the well controls and programming. Others will provide all I&C instrumentation and electrical equipment required at the offsite wells and onsite F-21 well.

- An asphalt access road from the main loop road to Well Site F-21 is included in the design services.

Task 1: Project Management

The Project Management and Project Administration for this Project will include the following items. The Design-Builder will do the following:

- Be responsible for internal management, tracking, and reporting, including;
 - Team management and coordination
 - Coordination with the Owner
 - Scope and quality control management
 - Subcontractor coordination and management, as further described in the document
 - Progress reporting, Project cost tracking, and invoicing
- Provide meeting coordination—Identify, coordinate, schedule, facilitate, and document meetings as necessary. Documentation will typically involve meeting minutes in the form of notes capturing discussion, decisions, and action items on the material that was presented during the meeting (usually in PowerPoint). The cadence of these meetings will be set to facilitate timely feedback.
 - Kickoff: Participate in an in-person Phase 1 Project kickoff meeting for up to 4 hours at an Owner conference room. Participants will include: Owner-designated staff (including Owner’s Advisor) and Design-Builder’s Project Director, PM, Engineering Manager, Design Manager, WTF Design Lead, Preconstruction Manager, and up to six other team members, as deemed necessary. The meeting content will be jointly developed and facilitated with the Owner and Owner’s Advisor PM.
 - Weekly Design-Builder team meetings: These are internal and are facilitated by the Engineering Manager and Design Manager with applicable Design-Builder team members as necessary. Informal meeting notes are maintained to facilitate tracking progress but are not distributed externally. The PM attends and contributes to this meeting.
 - Weekly Project Management meetings: The Owner’s PM, Owner’s Advisor PM, and Design-Builder’s PM and Engineering Manager will talk weekly via Microsoft Teams to review action items and upcoming meetings and deliverables and discuss Project issues and opportunities. Other Design-Builder team members may periodically attend on an as-needed basis. The Design-Builder tracks action items from this meeting and sends out a summary afterward.
 - Biweekly Owner/Design-Builder team meetings: These meetings are generally biweekly but may vary according to schedules or needs. These meetings are intended to review design progress, specific facilities, cost estimates, value engineering opportunities, or design documents and to collaborate between teams. The topics will vary and will be coordinated ahead of time at the weekly Project Management meetings. The PM, Preconstruction or Design Manager, Engineering Manager, and other team members, as needed (topic dependent), will attend. These meetings will typically be via Microsoft Teams but may be in person as necessary.
 - City Commission meetings: Design-Builder Project Manager or Project Director will attend in person, prepare slides and present in order to provide Project updates at up to three City Commission meetings during Phase 1 services.

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- Provide key information tracking and reporting of the following:
 - Deliverables
 - Meetings
 - Action items
 - Decision and design guidance tracking, which will include tracking key decisions and design input/decisions from the Owner
- Within 30 days of the Phase 1 Notice to Proceed (NTP), a Draft Project Management Plan that describes the PDB approach to Phase 1 services will be provided. The format and level of detail for documents, tools, and processes will be acceptable to the Owner. The Project Manager uses an Excel version of the plan to manage the Project – so the intent is that this document is concise, functional, and the tables are exports from the Excel file. The plan will specifically address the following:
 - Team organization (Design-Builder, Owner, and Owner’s Advisor) to deliver Phase 1 services
 - Communication protocols, document management and control, decision process, and dispute resolution matrix
 - Phase 1 schedule, including key milestones, deliverables, reviews, and notable meetings – given that many meetings are on a recurring interval only major review meetings will be noted in this plan and other meetings will be noted with their recurrence schedule (similar to how they are described above in the PM Meetings summary of this Task).
- Based on Owner review and feedback, submit the final Project Management Plan within 3 calendar weeks of receiving Owner comments.
- Provide document control:
 - Design-Builder will implement a centralized document control system for the Project on a dedicated SharePoint site. The document control system will store Project records, as-built construction drawings, design drawings and specifications, cost estimates, schedules, Risk Register, value engineering decisions, permits, and previous technical memorandums (TMs) and reports.
- Submit monthly invoices in accordance with the contract with a summary of work completed during each month, and report Phase 1 planned versus actual progress monthly.

Deliverables

- Draft and final Project Management Plan
- Kickoff (agenda/minutes), weekly Project Management meetings (action item notes), and Biweekly Owner/Design-Builder team meeting (minutes)
- Monthly invoices and progress reports
- Setup and maintenance of a SharePoint document control platform

Meetings

- Kickoff
- Weekly Design-Builder team meetings
- Weekly Project Management meetings
- Biweekly Owner/Design-Builder team meetings
- Attend, prepare for and present Project updates at up to three City Commission meetings

Assumptions

- 16-month Phase 1 duration in accordance with the attached Phase 1 schedule
- Quality control management is included under this task, however, quality control efforts related to each task outlined in this scope are included under each task

Task 2: Preliminary Engineering

Task 2.1: Lessons Learned Confirmation

The Design-Builder will meet with the Owner and Owner's Advisor for a 2-hour meeting to review their lessons learned with regards to the Prineville and James E. Anderson (JEA) RO Water Treatment Plants. The Design-Builder will come prepared with all of the lessons learned to date documented in a log. The intent is for the Owner to clearly identify the pertinent lessons learned so that these and industry best practices are incorporated into the design of the Discovery WTF. Team members that will attend include the PM, Engineering Manager, Design Manager, WTF Lead Process Engineer, and up to two other TBD team members.

Deliverables

- Draft and final meeting minutes from the lessons learned meeting
- Updated lessons learned log

Meetings

- One 2-hour lessons learned review meeting

Assumptions

- The lessons learned meeting and the site visit under Task 2.1 will occur in consecutive days under the same trip to minimize travel and level of effort.
- Owner's engineering and operations staff and the Owner's Advisor will attend the lessons learned meeting so that the Design-Builder obtains maximum input and value.

Task 2.2: Condition Assessment of Existing Facilities

The primary purpose is to assess the condition of existing facilities and infrastructure to determine the best approach for replacement, rehabilitation, and/or modification to meet the goals and requirements of the Owner and for this Project. Infrastructure to be assessed includes mechanical equipment, concrete tanks, buildings, electrical systems, I&C components, and site infrastructure, such as roads, fencing, and stormwater assets. The Design-Builder will perform one site visit to assess the existing conditions of the existing facilities at the Discovery WTF Re-Pump Station shortly after the Phase 1 Kickoff Meeting. The team members that will attend include the Process Mechanical Lead Engineer, I&C Lead Engineer, Electrical Lead Engineer, Civil Lead Engineer, Building Mechanical Lead Engineer, and Architect.

The Design-Builder will review the as-built construction documents and perform an assessment of the existing structures at the Discovery WTF. The assessment is intended to further evaluate and identify repair types and establish approximate quantities and specific work to be included in the construction documents and included in the GMP. The work will include visual observation of the interior and exterior of each structure listed in this section and nondestructive testing/inspection methods using sounding techniques to identify. Prior to each planned assessment, the Design-Builder will coordinate closely with the Owner and discuss and decide the value added, whether the planned assessment will be performed, and to what extent, based on actual conditions.

Fieldwork will use the following teams for the duration listed to perform the condition assessments:

- Process Mechanical Team – One engineer will work for 1 day onsite to evaluate the process equipment, visible piping, valves, and appurtenances.
- Structural Team – One engineer will work for 1 day onsite to evaluate existing structures including GST, buildings and canopies.
- Electrical and I&C Team – Two engineers will work for 1 day onsite to evaluate the existing power and distribution systems as well as the control systems for the WTF.
- Buildings Team – One architect and one building mechanical engineer will work for 1 day onsite to evaluate the existing buildings and support systems. Support systems include heating, ventilation, and air conditioning; and plumbing systems; telecommunications; and security.
- Site Civil/Utilities Team – One civil engineer will spend 1 day onsite evaluating the condition of the existing roads, parking, fencing, and stormwater utilities onsite.

Following the site visit, Design-Builder will review, summarize, and document the results of the condition assessments into a TM. This will include the field assessment forms completed during the site work. The results of the assessment will be used to determine the Project scope items to include in the subsequent design.

Deliverables

- Draft and Final Existing Condition Assessment Report

Meetings

- One review meeting after the Draft Existing Conditions Assessment Report to discuss and decide the items to include in the design and to what extent, based on actual conditions.

Assumptions

- Meeting under Task 2.1 and condition assessment under this task will occur on consecutive days under one single trip to minimize travel and level of effort.
- Owner's engineering and operations staff will attend the condition assessment site visit so that the Design-Builder obtains maximum input and value.
- Requested pertinent information such as Re-Pump Station record drawings, equipment operation and maintenance manuals, data sheets, etc. will be received at least 10 days prior to the scheduled visit and meetings.
- No materials testing is included.
- Assessment will be limited to available access to the various facilities and equipment; in cases where full access is not possible, a more limited visual inspection will be carried out.
- Design and plan preparation to address the implementation of the recommended repairs/revisions is not included.
- Owner will provide consolidated review comments/feedback on all reviewed items within 15 workdays of receipt.

Task 2.3: Alternative Analyses and Technical Workshops

The Design-Builder will perform an analysis of various technical alternatives to allow the Owner to make decisions necessary to refine the scope of the Project before the Engineering Design Development task. It is assumed that each alternative will be discussed in a workshop setting in presentation format. Each alternative will be evaluated using criteria such as capital and whole life-cycle cost, along with non-cost criteria, including operations and maintenance complexity. The alternatives that will be evaluated include the following:

- Process design considerations:
 - Optimal skid sizing and staging for current and future conditions
 - Sand strainers versus cartridge filtration only
 - High recovery skid options
 - Biological scrubbers versus chemical scrubbers
 - 4-Log virus inactivation in clearwell versus in transfer pipe discharge
 - Transfer pumps on clearwell versus outside of clearwell with can-type pumps with flooded suction
 - Degasifier at grade or elevated on clearwell or elevated platform
 - Clearwell sizing, redundancy, and design considerations
- Pipe gallery under process area or center-trench for skid piping access
- Full 30-MGD buildout of RO process building versus knockout wall provisions for a 10- or 20-MGD building
- Site layout options
- Stormwater management options
- Electrical provisions/secondary feed from FP&L

The Design-Builder will schedule, prepare for, and conduct up to five 2-hour technical workshops to cover the aforementioned items with the Owner and Owner's Advisor, in accordance with the attached Phase 1 schedule. These technical meetings are in addition to the progress meetings required under the Project Management task. The scheduling and discussion topics for these workshops will be jointly agreed upon by the Owner and the Design-Builder and will be intended to facilitate and support Owner decision-making with respect to the Project configuration and design, permitting, and construction planning progression.

Deliverables

- Technical workshop agendas and draft and final meeting minutes (including presentation materials)

Meetings

- Up to five 2-hour technical workshops to review alternatives evaluated

Assumptions

- Owner will provide consolidated review comments/feedback on all reviewed items within 15 workdays of receipt.
- It is assumed that alternatives analyses will be completed in up to five 2-hour technical workshops.
- Owner will provide unified direction to Design-Builder on preferred alternatives.

- Alternatives evaluations by the Design-Builder and selection of the alternatives to proceed with by the Owner in the Alternative Analyses and Technical Workshops task will be completed in parallel Engineering Design Development task.
- The Owner's Advisor will provide an alternatives analysis for Gas Chlorine versus bulk sodium hypochlorite versus onsite hypochlorite generation. The Design-Builder will provide one review of this evaluation deliverable and review comments for the Owner's consideration. The design of the selected system will be provided by the Design-Builder under Task 5.

Task 2.4: Raw Water Characterization

The objective of this task is to evaluate the raw water quality of the new UFA wells that will serve as the supply for the new Discovery WTF. As part of this task, the Design-Builder will coordinate with the Raw Supply Well Design-Builder to request drawdown data and water quality data. It is estimated that up to two coordination meetings will be required between the Owner, the Design-Builder, and the Raw Supply Well Design-Builder. The Design-Builder will develop and issue a list of field and laboratory water quality analyses to the Raw Supply Well Design-Builder. The data provided by the Raw Supply Well Design-Builder will be used during the Engineering Design Development task to establish design requirements, treatability with membrane process, and evaluate potential future higher feedwater total dissolved solids (TDS). A brief technical memorandum will be developed to summarize the assessment and determine whether additional raw water quality data may be required as part of a future work authorization.

Deliverables

- Request for water quality data
- Draft and final summary of raw water characterization TM
- Agendas and draft and final meeting minutes

Meetings

- Two 1-hour coordination meetings.

Assumptions

- Owner will facilitate coordination between Design-Builder and Raw Supply Well Design-Builder.
- Raw Supply Well Design-Builder will conduct water quality sampling of wells and provide available data to the Design-Builder. The sampling results will be provided to the Design-Builder within 3 calendar weeks of data request.
- Up to two coordination meetings will be required between the Owner, the Design-Builder and the Raw Supply Well Design-Builder.

Task 2.5: Desktop Corrosion Control Study and Distribution System Assessment

The Design-Builder will collect and review historic Lead and Copper Rule (LCR) compliance sampling, source, treated, and distribution system water quality. The Design-Builder will also evaluate operational data for the system's flushing programs and practices and pipe age and materials used in the distribution system for mains, service lines, and plumbing. The Design-Builder will analyze the data

relative to the new action levels in the Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI).

The Design-Builder will conduct a desktop evaluation of the current finished water quality of the system and compare it with the new projected finished water quality of the system to assess impact on the distribution system's corrosion control indices, pH, alkalinity, hardness, and other water quality parameters.

The Design-Builder will conduct a distribution system water quality assessment in several portions of the distribution system to characterize existing scales through water quality analysis within the distribution mains as follows:

- At the existing Discovery WTF site
- In areas with older pipes
- Dead end(s)
- Areas of known discolored water and odor complaints
- Areas of low and high-water age
- Pipe-scale analysis in several portions of the distribution system using water quality analysis and from pipe sections if available from maintenance activities (no active pipe harvesting will be conducted)
- Distribution and entry point water quality monitoring

The Design-Builder will develop a testing plan and sampling protocols using approved standard methods or the best practice available. The sampling plan will include up to 25 locations within the distribution system to identify potential compatibility issues between the new finished water quality and the existing scales.

Sampling will be conducted using existing hydrants at low flow to analyze background water quality and at high flow to dislodge scales for analysis.

The testing plan defines the field work and laboratory work and will include analysis of the following key water quality parameters:

- pH
- Temperature
- ORP
- Conductivity
- Turbidity
- Color
- Alkalinity
- TDS
- Total manganese
- Total aluminum
- Heavy metals
- Total iron
- Sulfate
- Calcium hardness
- Dissolved calcium hardness of nitrite
- Free ammonia

- Total chlorine
- Free chlorine
- Monochloramine
- Total organic carbon (TOC)
- Dissolved organic carbon (DOC)
- Chloride

As part of the field efforts, the Design-Builder will provide analytical equipment and chemical reagents to address key parameters mentioned above. The Design-Builder will coordinate services with a Florida Department of Health (DOH) National Environmental Laboratory Accreditation Program (NELAP)-accredited laboratory to be responsible for the pickup and analysis of up to 20 water samples for the following water quality parameters: chloride, heavy metals, sulfate, TOC, DOC, calcium hardness, dissolved calcium hardness, total phosphorus, and orthophosphate. The 20 sample sites will be selected by the Design-Builder during the field efforts. A water sampling plan will be developed and submitted by the Design-Builder for review and approval by Owner and Owner's Advisor, prior to the field efforts.

The Design-Builder will conduct an optimal corrosion control treatment (OCCT) evaluation of the current and future WTF finished water to assess impact on the distribution system due to changes in corrosion control indices and other water quality indices of interest (calcium carbonate precipitation potential, Langelier index, chloride to sulfate mass ratio, aggressivity index, Larson Ratio), pH, alkalinity, and hardness. The assessment will include review of Pourbaix charts and solubility curves of metals.

The Design-Builder's OCCT will assess the impact on not only the LCRR/LCRI but also on the release of other pipe-scale metals (iron, manganese, arsenic, if applicable).

The Design-Builder will identify potential water quality constraints for corrosion control treatment alternatives that may impact regulatory requirements, including modification of pH and alkalinity ranges, and corrosion control chemicals, such as orthophosphate or ortho/polyphosphate blends. The outcome of this desktop study analysis is an OCCT study technical memorandum with finished water quality goals and stabilization recommendations. Follow-up work may include a pipe loop test, depending on recommendations. The pipe loop test work, if required and authorized by the Owner, will be part of a future work authorization under the GMP #2 contract amendment.

Deliverables

- Draft and Final Water Sampling Plan
- Draft and Final Desktop Corrosion Control Test Plan
- Draft and Final OCCT Desktop TM

Meetings

- Up to two 1-hour meetings to discuss and coordinate the testing plan
- One 1-hour meeting to review and discuss OCCT Desktop TM

Assumptions

- The Owner will provide historical LCR compliance sampling (minimum of two sampling cycles), source, treated, and distribution system water quality, and operational data from WTFs (minimum of 2 years) as well as pipe age and pipe materials in the distribution system for mains, service lines, and

premise plumbing). This historical water quality data will be provided in a timely manner and in electronic format.

- The Design-Builder will reasonably rely on the accuracy and completeness of the information provided by the Owner.
- The Design-Builder will collect the samples and provide the required analytical equipment, reagents, and glassware to analyze field water quality parameters. The Design-Builder will appoint a DOH-NELAP-accredited laboratory responsible for sample pickup and analysis. Up to 20 water samples will be analyzed for the water quality parameters of chloride, heavy metals, sulfate, TOC, DOC, calcium hardness, dissolved calcium hardness, total phosphorus and orthophosphate.
- The Owner will designate a distribution system operator to escort the Design-Builder through the selected hydrant sampling and/or cross connection points. The Design-Builder will not operate the hydrants.

Task 3: Permitting Services

In accordance with the contract agreement, the Design-Builder will secure the permits outlined herein during Phase 1 as determined necessary by local codes. The Design-Builder will identify, consult with, and analyze requirements of governmental authorities having jurisdiction (AHJ) to approve the portions of the Project described by Design-Builder, including the Florida Department of Environmental Protection (FDEP), City of Port St. Lucie, and the SFWMD. The Design-Builder will develop a draft Project Permitting and Approvals Matrix that will include the following information:

- Name of the permit and approval
- Name and contact information for the AHJ responsible for issuing the permit and approval
- Responsibilities (individuals) for developing the permit application and supporting technical information
- Summary of application and supporting technical requirements for each permit and approval
- Description of linkages to other permits and approvals and to decisions by the Owner or Design-Builder
- Expected AHJ review and approval durations
- Permit and approval tracking procedures and responsibilities
- Protocols for incorporating permit and approval conditions into design and construction
- Projected costs for fees required

The Design-Builder will provide the draft matrix with their submittal of the Preliminary Design Report (PDR) under the PDR Package – 15% Design Package task. Within 15 workdays following the receipt of Owner comments, the Design-Builder will revise the matrix to address Owner comments.

The Design-Builder will update the matrix as Project development activities progress if such progression results in identifying additional permits or changes to the permitting requirements and durations. In addition, an updated Permitting and Approvals matrix will be provided to the Owner, along with the following documents:

- 30% Design Package
- 60% Design Package
- Phase 2 Price Proposal(s)

The anticipated list of permits includes the following:

- City of Port St. Lucie Development/Site Plan Review
- City of Port St. Lucie Building Permits
- City of Port St. Lucie Temporary Construction Trailer Permits
- City of Port St. Lucie USD Water and Wastewater Utility Connection Permit
- City of Port St. Lucie Driveway Permit
- FDEP 62-555.900 Specific Permit to Construct Public Water System (PWS) Components
- FDEP Storage Tank Registration
- FDEP Domestic Wastewater Collection/Transmission System Construction (if needed)
- FDEP Environmental Resource Permit Modification

- FDEP Construction General Stormwater Permit (National Pollutant Discharge Elimination System)
- SFWMD Consumptive Use Permit for Construction Dewatering
- SFWMD Consumptive Use Permit for Landscape Irrigation

The Design-Builder does not anticipate any further permits under this scope of work. If others are identified through the permit planning, the Design-Builder will notify the Owner, develop a level of effort, and make an allowance request. At the time this scope of work was created, an exact determination of the permitting services could not be accurately defined; thus this item will be handled as an allowance item and billed on a time and material not to exceed basis. All labor and expenses for the Design-Builder to support these services are also included in this allowance item.

The Design-Builder will obtain all permits and approvals required in advance of commencing the applicable construction work. The Design-Builder will do the following:

- Actively monitor the status of permit and approval process and respond to requests for clarification, additional information, and application revisions by the approving entities.
- Attend meetings with the approving entities to expedite permit processing. Notify the Owner in advance of such meetings for possible Owner attendance.
- Maintain a permit matrix containing pertinent information and the status for each permit on the Project SharePoint site and report to the Owner once permits or approvals have been obtained.

Deliverables

- Final Permitting and Approvals Plan
- Updated Permit Matrix maintained on the SharePoint site
- Permitting meeting agendas and minutes with regulatory agencies
- Draft and final permit applications and required supporting information for each permit listed previously
- One Request for additional Information (RAI) response for each permit listed above previously
- Final approved permits posted on the Project SharePoint site

Meetings

- One initial coordination meeting and one pre-application submittal meeting with the regulatory agencies as needed for an assumed total number of 16 meetings.

Assumptions

- Discovery WTF site is properly zoned, and a zoning reclassification permit is not required. Community outreach events specific to zoning requirements and legal notification are not required.
- Number of building permits required for the WTF will not be known until after the pre-application meeting with the City Building Department. Thus, funding for the efforts to prepare and submit these applications and to answer any RAIs for up to nine building permits is assumed to be needed and included in this scope of work. If additional permits, meetings or RAIs are required, additional funds from the allowance will be requested.

Exhibit B – Phase 1 Scope of Services

- Permit application packages and RAI responses must be approved by the Owner before submittal to each regulatory agency. The Owner review period will be 1 week or less from time of receipt.
- Scope is based on one RAI for each permit listed previously. The Design-Builder will serve as the point of contact for permitting agencies for additional information or clarification of information submitted by the Design-Builder.
- Scope is based upon one initial coordination meeting and one pre-application submittal meeting with the regulatory agencies on certain permits for an assumed total number of 16 meetings.
- It is assumed there are no wetlands onsite and therefore no wetland impacts.
- Because waters of the state are not proposed to be impacted, a U.S. Army Corps of Engineers permit (Section 404) is not required.
- Consistent with the SFWMD permit issued for the adjacent Discovery Way, stormwater discharged from the Discovery WTF site will be discharged to the north to pipes that will be constructed within Discovery Way.
- Grading, land use, discharge rate, and other related assumptions for the Discovery WTF site will be based on the SFWMD Permit issued for the Riverland Development surrounding the Discovery WTF site.
- No turn lanes will be required along adjacent roadways to the Discovery WTF site. No traffic signal or other road improvements will be required along any adjacent roads.
- Actual permitting efforts, expenses and fees cannot be determined at this time, thus an allowance item for these services has been included in the Allowances for Additional Design, Permitting and Preconstruction Services task. As such, all labor, expenses and fees for these services will be charged as an allowance item under the Allowances for Additional Design, Permitting and Preconstruction Services task and as described in Appendix B.
- FDEP Air General Permit/Title 5 Air Emissions Construction Permit is not required. According to FDEP, an Air General Permit for Reciprocating Internal Combustion Engines will not be required because the standby power generator being added will not burn more than 64,000 gallons of diesel fuel in a year.
- See the Permitting Schedule (Table 5) contained in the General Assumptions and Clarifications Section for assumed permitting review timelines.

Task 4: Survey and Field Investigations

The Owner has limited previous surveys, no utility locates, and no geotechnical data to rely on, and thus, the Design-Builder will gather the required information through their own investigations. The Design-Builder may not rely on any prior engineering interpretations, opinions, or recommendations that may be contained within the existing site information provided. The Design-Builder will identify, plan, and perform additional survey and field investigations needed to support design development, validate existing site conditions, support permit applications, develop maintenance of WTF operation plans, identify subsurface conditions, or assess the condition of existing facilities.

Task 4.1: Surveying and Subsurface Utility Engineering

A topographical and boundary survey of the Discovery WTF site and as-needed subsurface utility engineering (SUE) will be provided by the Design-Builder at the WTF site area. The surveyor will also locate existing trees and determine the size and species of existing trees. At the time this scope of work was created, an exact determination of the survey and utility locate services could not be accurately defined; thus this item will be handled as an allowance item and billed on a time and material not to exceed basis. All labor and expenses for the Design-Builder to support these services is also included in this allowance item. Once the number and type of utility locate services are determined, the Design-Builder will make an allowance request to the Owner for approval.

Deliverables

- Signed and sealed digital copy of the survey and surveyor's report, along with their field notes
- Topographic survey file in AutoCAD
- Surveyed drawing showing location, depth, size, and material description for items located via ground-penetrating radar and vacuum excavations
- Other items mutually agreed upon and included in the allowance authorization scope of work
- Tree Inventory within the WTF footprint based on City of Port St. Lucie regulations
- Utility locate reports documenting the location, and depth of located utilities
- One sketch and legal description for the anticipated FP&L new primary feed easement

Meetings

None

Assumptions

- Wetland delineation flagging at the WTF site is not included in this scope of work and will not be required.
- No easements are assumed to be needed or required.
- Additional services needed will be funded through an allowance request under the Allowances for Additional Design, Permitting and Preconstruction Services Task.

Task 4.2: Geotechnical Borings, Soil Testing, Analyses, and Report

The Design-Builder will conduct a geotechnical investigation required at the WTF site to support the design and construction of the Project. At the time this scope of work was created, the exact geotechnical services needed could not be accurately defined; thus, this item will be handled as an allowance item and billed on a time and material not to exceed basis. All labor and expenses for the Design-Builder to support these services is also included in this allowance item. The geotechnical allowance is based on the following assumptions outlined in this task (actual services will be determined during delivery and submitted via an allowance request):

- Perform up to 13 total soil borings with standard penetration test (SPT) and 3 seismic cone-penetration tests (sCPTs), depths ranging from 50 to 80 feet, within the footprint of proposed structures (please refer to Table 3). Disturbed and undisturbed soil samples will be recovered for the purpose of proper classification and laboratory testing. If clayey material is encountered, three undisturbed soil samples will be collected using Shelby tubes. Clay soil samples will be subjected to one-dimensional consolidation testing. One-dimensional test will be performed to determine the consolidation characteristics of the soil.
- Geotechnical investigation is planned to be performed in a two-phase approach. SPT borings will be performed in the first phase with cone-penetration testing borings following in the second phase to account for any changes in the site layout, specifically with regards to the potable water storage tanks.
- Perform soil laboratory testing to support proper soil classification and determine soil engineering parameters. Soil laboratory testing will consist of gradation analyses, Atterberg Limits determination, consolidation, and compaction characteristics of the soil. In addition, corrosivity testing will be performed in selected bulk samples to determine soil aggressiveness.
- Following the field investigation and laboratory testing, the Design-Builder will perform geotechnical engineering analyses to estimate settlement for each structure, bearing capacity of soil, excavation slope stability, and dewatering requirements and provide geotechnical recommendations for structural and civil site design.
- Geotechnical work will be documented in a geotechnical engineering report, which will be sealed by a registered engineer. The report will include the results of the field and laboratory work, provide the basis for the foundation design, and provide recommendations for construction of foundation of proposed structures.
- Up to 4 separate site visits may be conducted by the Design-Builder.
- Design-Builder will provide site supervision during any onsite test hole and geotechnical boring work.

Table 3. Discovery WTF Facilities

Structure	Structure/ Facility	Structure Count	Number of Borings	Depth (feet)	Number of sCPT Soundings	Preliminary Footprint (feet)	Comments
1	RO/ Operation BUILDING	1	3	50	1 at 80 ft, vs. profile at 5 ft intervals	25'-6" HEIGHT	
2	TRANSFER PUMP STATION & CLEARWELL	1	2	50			
3	DEGASIFIERS AND ODOR SCRUBBERS	1	1	50		16' HEIGHT	
4	POST- TREATMENT CHEMICAL FACILITY	1	1	50			
5	POST- TREATMENT ELECTRICAL BUILDING	1	1	50	-		
6	CO ₂ STORAGE AND FEED	1	1	50		12'-4" HEIGHT	
7	6-MGD GSTs	2	3 each	1 x 80 ft and 2 x 50 ft	2 at 80 ft, vs. profile at 5 ft intervals		5 investigations per tank (per ACI)
8	GENERATOR FUEL TANK	1	0	-	-	10' HEIGHT	
9	ACCESS ROAD				-	-	
10	TRANSFORMER PAD	1	1	50			

Deliverables

- Draft geotechnical report
- Final geotechnical report

Assumptions

- Rock coring samples and rock testing are not part of this scope.
- Soil to be sampled during this investigation is not contaminated. Environmental drilling is not part of this scope of work. If contaminated soil is encountered, the Design-Builder will stop field investigation program and notify the Owner immediately for direction. Drilling and soil sampling will only be resumed after approval from the Owner.

Exhibit B – Phase 1 Scope of Services

- This scope does not include any additional testing, analysis, or impacts beyond what is identified in this subtask. If the evaluation results in the need for additional investigation or impacts to this Project, the Design-Builder will notify the Owner.
- It is assumed that shallow foundations can be accommodated in the structural design based upon the existing buildings at the Discovery WTF site. Our design level of effort under the Engineering Design Development task assumes the use and design of shallow foundations as well.
- Additional borings have been included, specifically for the second GST in anticipation of Phase 1 to include the design for the 20-MGD capacity.

Task 5: Engineering Design Development

Task 5.1: Preliminary Design Report Package – 15% Design Package

The Design-Builder will do the following:

- Review the Project requirements and consult with the Owner as appropriate to further clarify requirements for the Project, including Owner’s budget, review of Owner’s Project criteria, and available Owner-furnished information.
- Evaluate the Project reference documents, including the Owner’s Project criteria and, after consultation with Owner, recommend to Owner any modifications to such documents that will benefit the Project in the Design-Builder’s judgment.
- Prepare and submit a Draft PDR Deliverable Package, which will include the following:
 - Updated Owner’s Project Criteria, including projections for the population to be served, description and map of the service area
 - PDR
 - Summary of alternative evaluations from Task 2.2 and recommendations by the Design-Builder and decisions made by the Owner (including size [building size and process size] of the initial facility and anticipated expansion phases)
 - Assumed raw water characterization from the Raw Water Characterization task
 - Final OCCT TM from the Desktop Corrosion Control Study task with finished water quality goals
 - Membrane projections using commercially available software with evaluation on potential future higher feedwater TDS
 - Perform sensitivity analysis using raw water characteristics, finished water quality goals, membrane projections and other factors to define and recommend the basis of design and design criteria
 - Schematic site and facility layouts, sketches, design criteria, and appropriate exhibits indicating the applicable requirements, considerations involved, and recommended alternate solutions
 - Overall process flow diagram for the new WTF components involved with this Project, showing major process flow streams
 - Preliminary hydraulic profile
 - Operation and control strategy and reliability features
 - Electrical approach, including any new power feed, preliminary one-line diagrams, and summarized coordination with FP&L
 - Routing of onsite major piping, conceptual stormwater management facilities, and other major site civil improvements
 - Boundary and topographic survey of the entire Project site
 - Preliminary geotechnical information (draft or final report if available)
 - Updated Permit Matrix

- For the PDR Deliverable Package, the Design-Builder will: Submit the draft for review; schedule and facilitate a review meeting with Owner to present the package; and respond to Owner review comments.
- Reach consensus with the Owner on the preliminary design feedback comments so design concepts can be frozen or locked and the Design-Builder can proceed with the development of the detail design documents. After this stage, major changes to the design concepts are not expected.
- Review and receive feedback on Project baseline estimate and schedule (refer to the Preconstruction Services task), discuss any value engineering ideas that have been identified, and determine whether to pursue any of these value engineering ideas before the start of detailed design development.
- Quality control (QC) review will be conducted by the Design-Builder before delivering the PDR to the Owner and submitting documents for any permit reviews. These comments will be incorporated into the 30% Design documents.

Deliverables

- Draft and Final PDR—The PDR will consist of an electronic PDF (portable document format) file

Meetings

- One review workshop with the Owner and Owner’s Advisor to receive preliminary design review comments
- Biweekly in-person or Teams meetings with the Owner and the Design-Builder as outlined in the Project Management task (PM, Preconstruction Manager, Engineering Manager, and the Design Manager)—Any as-needed discipline leads, subconsultants and subcontractors will call in via Microsoft Teams to review and discuss design progress, make decisions, and address any specific issues needing Owner input and direction

Assumptions

- Design-Builder will conduct a PDR review workshop at an Owner-designated facility within 4 weeks of receiving the PDR. Owner will provide their comments within 15 workdays to the Design-Builder.
- Updated schedule, Risk Register, estimate, and initial discussions involving the procurement plan described in the Task 6 will be discussed at the preliminary design review workshop.
- Following the preliminary design review, the major design concepts for the Project will be fixed, and no further alternatives or variations will be developed as part of the design.
- Owner’s review comments (including the Owner’s Advisor) will be consolidated and organized into a single review form developed by the Design-Builder and approved by the Owner so the Design-Builder receives clear and unified direction from the Owner before proceeding with the detail design.
- PDR will be used to obtain the FDEP 62-555.900 Specific Permit to Construct PWS Components under the Permitting and Approvals task.

Task 5.2: 30% Design Package

The purpose of this task is to use the preliminary designs and decisions made in the previous stages to further complete and finalize the preliminary calculations, along with further developing the Project design detail. Architectural and structural layouts, major facility piping, process, electrical loads and I&C

approaches, and the site plan are all frozen or finalized before this phase to allow expediting the final detailing of these elements in this phase of design. Changes and updates from the preliminary design review will be incorporated.

During this task, the Preconstruction Team and Design Teams will be integrated to facilitate input and coordinate design, cost estimation, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in Task 6.

Additionally, the Owner will be continuously involved through the biweekly meetings described in this scope. At certain milestones, the team will conduct workshops to facilitate Project understanding and receive Owner comments. The Owner will use Bluebeam sessions set up by the Design-Builder to review ongoing designs for acceptance and comments to be incorporated into the detail design. It is understood that the Design-Builder will continue to work on the detail design in parallel with these intermittent review sessions.

Because the equipment and electrical gear are the critical path of the overall Project schedule, the Design-Builder anticipates using Early Work packages and a two-GMP approach, as described in Task 6 and the schedule in Appendix A, to expedite the construction activities and help mitigate the schedule risks. The final work that is included in each package is subject to change as more information becomes available, priorities change, and as actual versus assumed conditions dictate: (Work packages to be defined by the 30% Design review workshop or earlier). The planned work packages are generally defined as follows.

- Critical Long-Lead Electrical Equipment ODP (Funded and authorized through Construction Allowance No. 1):
 - Generator and fuel tank
 - Low-voltage switchgear
 - Transformer(s)
- WTF Early Site Work (GMP #1 funded and authorized through Construction Allowance No. 2):
 - Laydown areas grading and base, clearing and grubbing, erosion control, demolition, select Yard Piping, stormwater and electrical relocations/modifications and any required cut/fill work, temporary electric, temporary fencing and site security, mobilization of trailers, laydown areas, and dewatering system (Design-Builder and Crom)
 - New primary electric feed (FP&L)
 - Prestressed concrete GST and underslab piping and interconnecting piping to the distribution system and existing high-service pump station
- Long-Lead Process/Electrical Equipment ODP (Funded and authorized through Construction Allowance Request No. 3):
 - RO feed pumps
 - Transfer pumps
 - RO membrane skids, including energy recovery units, and clean-in-place (CIP) system
 - Degasifier and odor control towers
 - Motor control centers and alternating-frequency drives (AFDs)
- All Other Remaining WTF Work (GMP #2 funded and authorized via a contract amendment):

- Includes other non-long-lead ODP, including cartridge filters, chemical tanks and metering pumps, and CO₂ system.

The 30% Design Package will generally include the following items:

- 30% Drawings, including updated site electrical, civil, and yard piping, facility conceptual layouts and some sections, hydraulic profile, process flow diagrams, electrical one-line diagrams, and security system and I&C network diagram
- 30% Specifications TOC
- Updated Permit Matrix
- Updated Decision Log
- 30% Constructability Review Report
- Critical Long-Lead Electrical Equipment ODP Package (30% drawings of related facility plans with specifications brought to a higher level of design so that competitive pricing can be received)

QC review will be conducted by the Design-Builder before delivering the 30% documents to the Owner and submitting documents for any permit review. These comments will be incorporated into the 60% Design documents.

Deliverables

- One PDF of the Draft and Final 30% drawings and specifications TOC
- One PDF of the 30% Constructability Review Report
- Critical Long-Lead Electrical Equipment ODP Package
- Meeting minutes documenting Owner's review comments, Design-Builder responses to comments, and other pertinent issues discussed during the biweekly collaborative meetings (provided in PDF)
- Updated Permit Matrix
- Updated Decision Log

Meetings

The Design-Builder will prepare the 30% Design documents (drawings and specifications TOC) and submit them to the Owner and Owner's Advisor for review and comment with various design disciplines and at various stages of design completions and under one consolidated review at the end of 30% Design. Therefore, the biweekly meeting will be used to address any outstanding comments or unresolved issues that affect the progress of the design, and the decision will be documented in the biweekly minutes for incorporation into the detailed design. The meetings for this subtask include the following:

- Biweekly in-person meetings, as outlined in Project Management with the Owner and the Design-Builder's management (PM, Preconstruction Manager, Engineering Manager, and Design Manager)—Any as-needed discipline leads, subconsultants, and subcontractors will call in via Microsoft Teams to review and discuss design progress, make decisions, and address any specific issues needing Owner input and direction

- 30% Design review workshop with the Owner and Owner's Advisor

Assumptions

- To meet the aggressive schedule, there will be minimal QC review conducted by the Design -Builder before delivering the progress design documents via Bluebeam or biweekly meetings for collaborative review by the Owner.
- Design-Builder will conduct a 30% Design review workshop at an Owner-designated facility within 4 weeks of receiving the review package. The Owner will provide their comments to the Design-Builder within 15 business days.
- Updated schedule, Risk Register, estimate, and related procurement activities described in the preconstruction task will be discussed at the 30% Design review workshop.
- Owner's and the Design-Builder's review comments will be incorporated into the subsequent phase design documents.
- Critical Long-Lead and Long-Lead ODP and Early Work packages scope will be agreed on before the start of the 60% Design phase.
- Owner's review comments (including the Owner's Advisor) will be consolidated and organized into a comment log in a PDF. The Design-Builder will provide responses to all Owner comments in the comment log within 5 business days so the Owner and Design-Builder have a clear and unified direction before proceeding with the 60% design.
- Owner will provide direction by the end of this phase of the Project on what structural and mechanical components (such as whether RO building shell and other facilities will be built for 10, 20 or 30 MGD of equipment) will be included in this Project vs future phases and whether the Design-Builder should include the additional 10-MGD WTF features (for a total of 20 MGD WTF capacity) (1) as an add alternate as part of the ODP and GMP packages, (2) as a future Project to be bid out by the Owner under a separate contract to others after Phase 2 construction is complete or (3) will not be included by the Design-Builder in the remaining design packages. If the Owner chooses Options 1 or 2, the design features will be clearly delineated in the subsequent design packages, and the Design-Builder will invoice for these services, as shown in the Fee Schedule. For either of these options, the Design-Builder will provide future services under the Phase 2 scope of work to address the creation of record drawings, reflecting what was constructed and any components yet to be constructed that will be bid out at a later date (if Option 2 is selected). If the Owner chooses Option 3, the Design-Builder will NOT include the additional 10-MGD features in the subsequent design package, and the Design-Builder will NOT invoice for these related services, as shown in the Fee Schedule. If the Owner does NOT provide direction with regards to Options 1 through 3 until after the conclusion of this task, the Design-Builder reserves the right to evaluate the cost and schedule impacts and notify the Owner in accordance with the prime contract agreement.

Task 5.3: 60% Detail Design Package

After completion of the 30% Design Package, the Design-Builder will proceed with further development and refinement of the design, including development and submittal of a 60% Design Package to the Owner for review and comment. The 60% Design Package will include all documents, drawings, and specifications required under this task or identified as being submitted along with the 60% Design under other tasks. At a minimum, the 60% Design Package will include the following:

Exhibit B – Phase 1 Scope of Services

- Proposed revisions to Owner's Project criteria
- Final adjudicated and accepted responses to Owner's 30% Review comments
- Final PDR deliverable package
- 60% Drawings
- 60% Specifications
- Long-Lead Process/Electrical Equipment ODP packages (60% drawings of related facilities with specifications brought to an 80% to 90% Design completion stage)
- WTF Early Site Work Package (GMP #1) drawings and specifications brought to an 80% to 90% Design completion stage
- Design models will be substantially developed and presented at the workshop to define the design concepts more fully
- Updated Permit Matrix and Decision Log
- 60% Constructability Review Report
- QC review, which will be conducted by the Design-Builder before delivering the 60% Design documents to the Owner (these comments will be incorporated into the 90% final design documents)

Deliverables

- Final adjudicated and accepted responses to Owner's 30% Review comments
- One PDF of the 60% Design drawings and specifications
- WTF Early Site Work Package design drawings and specifications at approximately 80% to 90% Design completion stage for preparation of the Early Work GMP #1 package
- Long-Lead Process/Electrical Equipment ODP equipment packages (60% Design drawings of related facilities with related specifications brought to an 80% to 90% Design completion stage)
- Three-dimensional models in PDF format
- Meeting minutes documenting Owner's review comments, Design-Builder responses to comments, and other pertinent issues discussed during the biweekly collaborative meetings (provided in PDF)
- Updated Permit Matrix
- Updated Decision Log

Meetings

The Design-Builder will prepare the 60% Design documents (drawings and specifications) and submit to the Owner and Owner's Advisor for review and comment through Bluebeam for collaborative sessions with various design disciplines and at various stages of design completions and under one consolidated review at the end of 30% Design. Therefore, the biweekly meeting will be used to address any outstanding comments or unresolved issues that affect the progress of the design, and the decision will be documented in the biweekly minutes for incorporation into the detailed design. The meetings for this subtask include the following:

- Biweekly in-person meetings, as outlined in the Project Management task, with the Owner and the Design-Builder management (PM, Preconstruction Manager, Engineering Manager and Design Manager)—Any as-needed discipline leads, subconsultants, and subcontractors will call in via Microsoft Teams to review and discuss design progress, make decisions, and address any specific issues needing Owner input and direction
- 60% Design Review workshop with the Owner and Owner’s Advisor

Assumptions

- To meet the aggressive schedule, there will be minimal QC review conducted by the Design-Builder before delivering the design documents via Bluebeam for collaborative review by the Owner.
- Design-Builder will conduct a 60% Design review workshop at an Owner-designated facility within 4 weeks of receiving the review package. The Owner will provide their comments to the Design-Builder within 15 business days.
- Updated schedule, Risk Register, estimate, and related procurement activities described in the preconstruction task will be discussed at the 60% Design review workshop.
- Owner’s and the Design-Builder’s review comments will be incorporated into the subsequent phase design documents.
- Owner’s review comments (including the Owner’s Advisor) will be consolidated and organized into a comment log in a PDF. The Design-Builder will provide responses to all Owner comments in the comment log within 5 business days so the Owner and Design-Builder have a clear and unified direction before proceeding with the 90% design.
- While identification of value engineering ideas will continue through all stages of design, value engineering efforts to meet budget are not expected to occur after the 30% Design Deliverable has been completed. It is assumed that the Owner’s budget is clearly defined at this point and agreement on any changes necessary to meet that budget will have been made.

Task 5.4: 90% Final Design Documents

The final design documents, including drawings, standard details, and specifications, will be developed, incorporating responses and resolutions to issues raised in the Detail Design Package task and integrating mutually agreed-upon elements into these design documents. The purpose of this task is to develop the final design drawings and technical specifications to be used for GMP #2 Proposal development. Updates, revisions, and comments from the detailed design review will be incorporated. The drawings, specifications, and three-dimensional models will be completed.

During this task, the integrated Preconstruction and Design Teams will facilitate input and coordinate design, cost estimation, schedule impacts, risk management, scope management, constructability reviews, commissioning reviews, and ODP coordination. These tasks are detailed in the Preconstruction Services task.

The final design documents will include the following:

- 90% Final Drawings, details, and technical specifications will be prepared for final review before completing the final construction documents. This set of documents will be used to develop the GMP #2 Price Proposal. Comments from this review will be incorporated into the final construction documents.

- Design models will be finalized and presented at the workshop to define the final design more fully.
- Written responses and intended resolutions to the Owner's 60% Design review comments will be prepared.
- QC review will be conducted by the Design-Builder before delivering the 90% Design documents to the Owner and submitting documents for permit review. These comments will be incorporated into the final construction documents.

Deliverables

- Written responses and intended resolutions to the Owner's 60% Design review comments
- One PDF of the final design documents, including the following:
 - Final drawings, details, and specifications required to develop the GMP #2 Price Proposal and obtain the required permits to construct the remaining work activities.
- Three-dimensional models in PDF format
- 90% Design review workshop agenda and meeting minutes in PDF
- Biweekly agenda and meeting summary notes of any major decisions or action items
- Updated Permit Matrix
- Updated Decision Log

Meetings

- Biweekly in-person meetings, as outlined in the Project Management task, with the Owner and Owner's Advisor and the Design-Builder's management (PM, Preconstruction Manager, Engineering Manager and Design Manager)—Any as-needed discipline leads, subconsultants, and subcontractors will call in via Microsoft Teams to review and discuss design progress, make decisions, and address any specific issues needing the Owner's input and direction
- 90% Design review workshop with the Owner and Owner's Advisor

Assumptions

- Owner's and the Design-Builder's QC review comments, along with comments from appropriate permitting agencies (if available), will be incorporated into the subsequent phase design documents.
- To meet the aggressive schedule, there will be minimal QC review conducted by the Design-Builder before delivering the design documents via Bluebeam for collaborative review by the Owner.
- Design-Builder will conduct a 90% Design review workshop at an Owner-designated facility within 4 weeks of receiving the review package. The Owner will provide their comments within 15 business days to the Design-Builder.
- Updated schedule, Risk Register, and procurement activities described in the Preconstruction task will be discussed at the 90% Design review workshop.
- Owner's and the Design-Builder's review comments will be incorporated into the subsequent phase design documents.

- Owner’s review comments (including the Owner’s Advisor) will be consolidated and organized into a comment log in a PDF. The Design-Builder will provide responses to all Owner comments in the comment log within 5 business days so the Owner and Design-Builder have a clear and unified direction before proceeding with the 100% design.

Task 5.5: 100% Final Construction Documents

The 100% Final Construction Document design drawings, standard details, and specifications will be developed, including responses and resolutions to issues raised in the previous task.. In addition, any relevant comments from regulatory agencies will be addressed, if available. The purpose of this task is to develop the final construction drawings and technical specifications to be used for permitting and construction. Updates, revisions, and comments from the 90% final design review, any final GMP #2 Price Proposal adjustments, and permitting agency review comments, if available, will be incorporated into the 100% Final Construction Documents. The drawings, specifications, and three-dimensional models will be updated.

Deliverables

- Written responses and intended resolutions to the Owner’s 90% Design review comments
- Final Construction Document Package (Issued For Construction)
- Biweekly agenda and meeting summary notes of any major decisions and or action items
- Three-dimensional models in PDF
- Updated Permit Matrix
- Updated Decision Log

Meetings

- Biweekly in-person meetings (if needed), as outlined in the Project Management task, with the Owner, Owner’s Advisor, Design-Builder’s management (PM, Preconstruction Manager, Engineering Manager and Design Manager)—Any as-needed discipline leads, subconsultants, and subcontractors will call in via Microsoft Teams to review and discuss design progress, make decisions, and address any specific issues needing the Owner’s input and direction.

Assumptions

- Following agreement with the GMP and comments received following the 90% Design documents submittal, including comments from permitting agencies, subcontractors, and vendors, the Design-Builder will coordinate all design document changes and incorporate those changes into a 100% Construction Document set under this task. It is possible that some comments may come in after this set is delivered, and thus, these comments will need to be incorporated into a conformed set issued during Phase 2 services. The efforts to produce such a set of conformed documents (if needed) will be included in the GMP amendment under Scope 2 services.
- This scope is for development of construction documents intended for design-build delivery. It does not include development of additional documents that may be required in an off-ramp scenario to support a subsequent public bid procurement process.

Task 5.6: ODP and Subcontractor Bid Support Evaluation Services

Under this task, the Design-Builder's Design Team will coordinate with the Preconstruction Team and provide technical input to the scopes of work, review and evaluate bids, and answer all technical RAIs during the bidding period for all ODP packages and subcontractor packages.

Deliverables

- Completed bid evaluation review form in PDF

Meetings

None

Assumptions

- Up to 12 ODP equipment bid packages will be produced and reviewed.
- Up to 10 Subcontractor bid packages will be produced and reviewed.

Task 5.7: ODP Equipment Submittal Review

Under this task, the Design-Builder will coordinate with the vendor and provide multidiscipline review of critical and long-lead electrical and process mechanical equipment submittals provided by the selected ODP equipment suppliers before the Phase 2 GMP #2 contract amendment execution.

Deliverables

- Submittal review comments in PDF

Meetings

None

Assumptions

- Review of approximately nine critical and long-lead electrical and process mechanical equipment package submittals are included in this scope of work. The other three ODP equipment packages are assumed to be non-critical and efforts to review their submittals will be included in the GMP #2 contract amendment.
- No subcontractor submittal review time is included in this scope of work and will be included under the Engineering Services During Construction in Phase 2.

Task 6: Preconstruction Services

Task 6.1: Cost Estimating

Throughout Phase 1, the Design-Builder will develop and maintain the Project Cost Model using industry standard cost-estimating software.

Task 6.1.1: Indicative Project Cost Model

- Within 60 days of NTP, the Design-Builder will develop an Indicative Project Cost Model for the 10-MGD and 20-MGD constructed scenarios to help inform and drive decisions in the alternatives analysis under the Alternative Analyses and Technical Workshops task. The Indicative Estimates are intended to provide an indication of the final Project cost, which will enable a ranking to be made for the options being considered. The Design-Builder will include the following with the Indicative Project Cost Model Package:
 - Indicative Project Cost Models for the 10-MGD and 20-MGD constructed scenarios
 - Indicative Project Schedules for the 10-MGD and 20-MGD constructed scenarios
- After submission of the Indicative Project Cost Models, the Design-Builder will hold one review workshop via Microsoft Teams for up to 4 hours with the Owner and Owner's Advisor to review the Design-Builder's observations and recommendations. Attendees will include, at a minimum: the PM, Engineering Manager, and Design Manager. The Design-Builder will capture and distribute meeting minutes of the workshop decisions.

Task 6.1.2: Baseline (PDR) Project Cost Model

- Within 4 weeks of submission of the PDR, the Design-Builder will develop and submit a Baseline Project Cost Model based on the PDR design documents for the entire 10-MGD or 20-MGD WTF (that is, inclusive of both GMP #1 and GMP #2 scope items). The Baseline Project Cost Model will identify all Project tasks and include a preliminary work breakdown structure (WBS) needed to complete the Project and estimate the costs, duration, and sequence of tasks to the Project Team. The Cost Model will be based on a detailed labor and material type cost estimate, consistent with Association for the Advancement of Cost Engineering (AACE) practices and to an AACE Class 4 (-30%/+50%) estimate level. The Design-Builder will include the following with the Baseline Project Cost Model Package:
 - Baseline Project Cost Model
 - Baseline Project Schedule
 - Preliminary Risk Register
 - List of assumptions and clarifications that form the basis of the Cost Model
- After submission of the Baseline Project Cost Model, the Design-Builder will hold one in-person review workshop for up to 8 hours with Owner and Owner's Advisor to review to review the Design-Builder's observations and recommendations. Attendees will include, at a minimum: the PM, Engineering Manager, Preconstruction Manager, and Construction Manager. The Design-Builder will capture and distribute meeting minutes of the workshop decisions.

Task 6.1.3: 30% Project Cost Model

- Within 4 weeks of submission of the 30% Design, the Design-Builder will develop and submit an updated Project Cost Model Package based on the 30% Design for the entire 10-MGD or 20-MGD WTF (that is, inclusive of both GMP #1 and GMP #2 scope items) for the Owner’s formal evaluation and review. The estimate will be developed to an AACE Class 2 (-15%/+20%) estimate level. The 30% Project Cost Model Package will include the following:
 - 30% Project Cost Model based on Owner-directed sizing (10 MGD versus 20 MGD)
 - 30% Project Schedule
 - Updated Risk Register
 - Draft Procurement and Buyout Plan
 - Draft Site Logistics Plan
 - Draft Commissioning Approach
 - Identification of value engineering and construction phasing concepts that will result in cost or schedule savings (identify any material or equipment prepurchase and their cost(s), and identify risks and benefits associated with construction phasing concepts)
 - List of assumptions and clarifications that form the basis of the Cost Model
- After submission of the 30% Project Cost Model, the Design-Builder will hold one in-person review workshop for up to 8 hours with Owner and Owner’s Advisor to review to review the Design-Builder’s observations, value engineering concepts, Risk Register, and recommendations. Attendees will include, at a minimum: the PM, Engineering Manager, Preconstruction Manager, and Construction Manager. The Design-Builder will capture and distribute meeting minutes of the workshop decisions.

Task 6.1.4: 60% Project Cost Model

- Within 6 weeks of submission of the 60% Design, the Design-Builder will develop and submit an updated Project Cost Model Package based on the 60% Design for the Owner’s formal evaluation and review. The Cost Model will be specific to GMP #2 scope items (developed to the 60% Design level). The estimate will be developed to an AACE Class 1 (-10%/+15%) estimate level. Concurrently with this Cost Model, the GMP #1 Price Proposal will be developed for the GMP #1 scope. The 60% Project Cost Model Package will include the following:
 - 60% Project Cost Model
 - 60% Project Schedule
 - Updated Risk Register
 - Updated Procurement and Buyout Plan
 - Updated Site Logistics Plan
 - Updated Commissioning Approach
 - List of assumptions and clarifications that form the basis of the Cost Model
- Design-Builder will prepare the non-subcontractor portions of the work, including:
 - General conditions (staffing and expenses)
 - ODP

- Services during construction
- Permitting and regulatory fees
- Startup and commissioning
- I&C integration
- Allowances: For items that will be needed, but the quantity or specific scope is not known
- Contingency: For items that may occur with a cost impact; this is developed in conjunction with the Risk Register
- Insurance and bonds
- As part of the 60% Cost Model, the Design-Builder will bid out the subcontracted packages. The bidding process will be aligned with the Procurement and Buyout Plan and with the proposed sequence of work for efficient execution and to encourage market interest.
- Design-Builder will administer the bid process with subcontractors, including:
 - Prepare Request for Bids documents for each package. This includes:
 - Prepare the administrative documents (terms and conditions, bid form, flow down contract, example subcontract, health and safety plan, warranty requirements, and scope of services).
 - Coordinate with the design team on the design documents.
 - Coordinate with subcontractors for each package, including issuing the Request for Bids, checking in with bidders, reviewing and answering questions through addendum, and receiving bids,
 - Adjudicate the bid and bid exceptions and making recommendations to the Owner.
- After submission of the 60% Project Cost Model, the Design-Builder will hold one in-person review workshop for up to 8 hours with the Owner and Owner's Advisor to review the Design-Builder's observations, value engineering concepts, Risk Register, and recommendations. Attendees will include, at a minimum: the PM, Engineering Manager, Preconstruction Manager, and Construction Manager. The Design-Builder will capture and distribute meeting minutes of the workshop decisions.

Task 6.1.5: Trend Logs

- Design-Builder will develop and maintain a Design Trend Log and Cost Trend Log. These logs could be separate or combined with other decision logs based on the needs of the Project Team.
- These logs will track potential cost-saving proposals, value engineering concepts, risk mitigation concepts, Owner-approved changes ultimately approved by the Owner, and all major changes from the Baseline Cost Model that arise as part of the design evolution process.
- Where appropriate, the Design-Builder will identify options for resolving the change and, in a timely fashion, estimate the cost and schedule impact associated with adopting the change to support evaluation of the change. The log will allow for consistent tracking of deviation from the Project baseline cost and schedule.
- Log(s) will be provided to the Owner in the monthly progress report during design and discussed as necessary during progress meetings. The Design-Builder will advise the Owner through the Cost Trend Log when the Cost Model is trending higher than the Owner's available funding limit.

- After each formal Cost Model submission, the Design-Builder will work with the Owner to review and reconcile comments and identify and update Project risk allocations and usage.

Deliverables

- Draft cost model showing format, layout, WBS, etc.
- Indicative Project Cost Model Package
- Baseline Project Cost Model Package
- 30% Project Cost Model Package
- 60% Project Cost Model Package
- Cash flow projection for budgeting on an annual spending basis (Fiscal Year begins October 1)
- Meeting minutes for Cost Model review workshops (four total)
- Monthly trend log updates

Meetings

- Teams meeting to discuss and agree on cost model expectations, WBS, and formatting
- Indicative Project Cost Model workshop
- Baseline Cost Model workshop
- 30% Cost Model workshop
- 60% Cost Model workshop

Assumptions

- Only one version of each Cost Model Package is provided. Comments on Cost Model Packages will be incorporated into subsequent Cost Model or GMP submissions.
- Owner will review Cost Model Packages and provide consolidated review comments to the Design-Builder within 15 working days of receipt.
- It is expected that Owner will obtain Water Infrastructure Finance and Innovation Act (WIFIA) funding, and estimates will comply with contract requirements outlined in Section XVII of the Local Government Addendum related to funding.
- No 60% Cost Model will be developed for GMP #1 scope of work.

Task 6.2: Risk Management

- Design-Builder will develop and maintain a Project Risk Register during Phase 1. The Risk Register will be used to mitigate risks during design and inform and develop appropriate and Project-specific contingency values in the 60% Cost Model and GMP Price Proposals.
- Design-Builder will submit the Risk Register as part of the Cost Model and GMP Price Proposals and will review the risks with the Owner as part of the Cost Model and GMP Price Proposal review meetings.

Deliverables

- Risk registers will be submitted as part of the Cost Model Packages described in Task 6.1.

Meetings

- Risk registers will be reviewed as part of the Cost Model workshops described in Task 6.1.

Assumptions

None

Task 6.3: Subcontractor and ODP Procurement

Task 6.3.1: Procurement Plan

- Design-Builder will develop a Procurement and Buyout Plan addressing the following:
 - Describe packages that will be self-performed, and which packages will be competitively bid or not.
 - Describe approach for packaging the work and identify work that the Design-Builder intends to self-perform.
 - Identify and recommend which work should be procured through value-based competitive selections instead of low-bid selection.
 - Describe approach to engage and encourage participation from local businesses including at the Vendor Exposition outlined under the Public Outreach Planning and Support task.
 - Describe the criteria (qualifications and price) that will be used to analyze competitive bids for each element of the work.
 - All procurement procedures will be in compliance with the Owner's procurement rules as defined in the contract.
 - See the Subcontracted Work and ODP Tasks below for ODP activities that are documented in the Procurement Plan.
- Design-Builder will actively "premarket" the Project with local trade subcontractors, equipment vendors, and material suppliers to increase awareness and interest in submitting competitive bids and quotes.

Task 6.3.2: Subcontracted Work

- Determine the optimal subcontractor work packages and the work to include in each in order to maximize participation and competitive pricing. This item will be documented in the Procurement Plan.
- Provide market outreach to the subcontracting community to garner attention and obtain interest in the project from the subcontracting community.
- Develop a potential bidder's list broken down by subcontractor work package to be shared with the Owner.
- Detailed scopes of work and bid forms will be developed, and any teaming subcontractors will be required to provide open-book and transparent pricing.

- Develop, issue, and administer bid documents for each subcontractor work package.
- Adjudicate bids to confirm the bid meets the design and bidding requirements.
- Summarize the technical, commercial and financial review of each subcontractor work package.
- Evaluate and resolve any alternate bids, exceptions, and clarifications.
- The Design-Builder will work closely with the Owner to review bid packages and select the best value bidders for inclusion in each GMP Price Proposal.
- Negotiate final price, schedule, scope and terms and conditions for each subcontract work package to be included in the GMP Price Proposals.
- Notify the bidders and prepare a summary of bids document for each subcontractor work package.

Task 6.3.3: Owner Direct Purchase

- Design-Builder will work with the Owner to facilitate ODP of certain equipment. The scope for ODP in this section focuses on the Preconstruction Team's efforts. Design efforts related to ODP procurement and submittal review are included under the ODP and Subcontractor Bid Support Evaluation Services and ODP Equipment Submittal Review tasks. The preconstruction effort will include the following for GMP #1:
 - Coordinate with the Owner to determine which equipment to include as ODP. This is generally determined based on the potential tax savings with the equipment, lead time needs, and risks associated with purchasing that equipment through ODP. This item will be documented in the Procurement Plan.
 - Develop a summary list of ODP equipment, lead time, cost, potential bidders, and delivery date. This item will be documented in the Procurement Plan.
 - Coordinate with the Owner on the terms and conditions of the purchase order. This item will be documented in the Procurement Plan.
 - Develop, issue, and administer bid documents for each ODP item.
 - Adjudicate bids to confirm the bid meets the design and bidding requirements.
 - Summarize the technical and financial review of each ODP for the Owner's review.
 - For each bid package, make a recommendation and work with the Owner to determine the selected bidder and discuss any exceptions to the bid.
 - Facilitate resolution to any bid exceptions, if necessary.
 - Develop and submit an allowance use request to the owner for Construction Allowances No. 1 and 3 as outlined in Task 8.2.
 - Notify the bidders and prepare a summary document for each ODP for the Owner's Procurement Department to issue the purchase order.
 - Package the purchase order with the scope and technical documents to provide a complete purchase order package to the equipment supplier.

- Coordinate with the equipment supplier following purchase on items like shop drawings, delivery dates, and invoice review.

Deliverables

- Procurement Plan Draft and Final
- Up to 12 ODP equipment bid packages and bid summaries
- Up to 10 subcontractor bid packages and bid summaries

Meetings

- Up to two meetings with the Owner’s Procurement Department to facilitate development of the Procurement Plan and ODP strategy.

Assumptions

- Up to 12 ODP equipment bid packages will be produced and reviewed.
- Up to 10 subcontractor bid packages will be produced and reviewed.
- The Critical Long-Lead Electrical and Long-Lead Process/Electrical ODP items as outlined in Task 5.2, 30% Design Package will be funded using Allowances for Early Construction Services included under Task 8.2. If sufficient funds are not available in the allowance, additional funds would be authorized in a contract amendment.

Task 6.4: Design-Build Schedule

- Design-Builder will develop and submit a design-build schedule that will incorporate both Phase 1 and Phase 2 activities:
 - Schedule will be developed in Primavera P6 software package.
 - Schedule will be a critical path method schedule and identify all critical path activities, including long-lead equipment procurement items, if any.
 - Schedule provided during Phase 1 of the Project will be detailed to show the sequence of all Phase 1 activities (design and preconstruction), while the Phase 2 (final design, construction, and commissioning phase) activities will be a higher level, summary-type schedule.
 - Phase 1 schedule updates will be prepared monthly to show progress of the work completed, status of work in progress, and the upcoming activities.
 - Phase 2 activities will be developed to further detail as the design evolves to reflect the current design and include greater level of detail.

Deliverables

Design-Build schedules will be submitted as part of the Cost Model Packages described in Task 6.1.

Meetings

Risk schedules will be reviewed as part of the Cost Model workshops described in Task 6.1.

Assumptions

None

Task 6.5: Constructability Reviews

- Design-Builder will provide constructability reviews of the design as it progresses and at the 30% and 60% Design submittal milestones. Comments from contractility reviews of the design documents will be incorporated into the design documents as part of this QC process and as the Project progresses.
- As part of design review meetings, the Design-Builder will highlight potential constructability issues, cost- and schedule-saving alternatives, and Design-Builder's recommendations and conduct follow-up activities as needed to resolve issues.
- Design-Builder will provide formal value engineering and constructability review at the 30% and 60% Design milestones as part of the Cost Model Packages.
- Design-Builder will also compile comments in a tabular format acceptable to the Owner with supporting documentation (descriptions, sketches, drawings, Bluebeam markup, PowerPoint presentation) as necessary to convey intent.

Deliverables

None

Meetings

None

Assumptions

None

Task 6.6: Commissioning and Operability Reviews

- Design-Builder's Commissioning Specialist will review and evaluate the design documents and Project schedule as the Project progresses to confirm it will meet the functional requirements defined by the Owner and to incorporate commissioning efforts into the design.
- Design-Builder will lead and attend a workshop with the Owner shortly after the 30% Design milestone to discuss construction and commissioning sequencing, constraints, and critical tie ins and shutdowns/interruptions. The intent is build this information into the Project sequencing, maintenance of operations (MOPO) and commissioning plans, schedule, and subcontractor scopes of work.
- Commissioning reviews will be completed at the PDR, 30%, and 60% Design document stages and will occur concurrently with the Design-Builder's internal QC process. Comments from the Commissioning Specialist's review of the design documents will be incorporated into the design documents as part of this QC process and as the Project progresses.
- Commissioning Specialist will develop a preliminary commissioning and training approach. The written approach will be included in the Cost Model submissions, and the approach will become the basis of the Design-Builder's GMP for commissioning and operational assistance support.

Exhibit B – Phase 1 Scope of Services

- After submission of the commissioning approach narratives, the Design-Builder will hold on-person workshops with the Owner to review Design-Builder’s approach. Attendees will include, at a minimum: the PM, Process Lead, and Commissioning Manager. The Design-Builder will hold up to three, 4-hour-long on-person commissioning-focused workshops.
- Design-Builder will capture and distribute meeting minutes of the workshop decisions.

Deliverables

- Meeting minutes for commissioning review workshops (three total)
- Preliminary commissioning and training approach

Meetings

- Commissioning Approach workshops (three total)
- Critical tie-in and sequencing workshop attended by up to 5 of the Design-Builder’s staff

Assumptions

None

Task 6.7: Subcontractor Preconstruction Services

- Design-Builder will contract with Crom Corporation (Crom) to provide preconstruction services during Phase 1. This will include the following tasks performed by Crom as it relates to their construction scope of work, which includes the prestressed concrete GST(s) and select early site work under GMP #1:
 - Design input
 - Constructability reviews
 - Schedule input
 - Cost estimating and value engineering support

Deliverables

None

Meetings

None

Assumptions

None

Task 7: Phase 2 Price Proposal Development

Task 7.1: GMP #1 Proposal

- Within 5 weeks of submission of the 90% Design for the GMP #1 scope, the Design-Builder will prepare a detailed GMP #1 Price Proposal, meeting the requirements described in ARTICLE 6 of the PDB Contract, with an open-book line-item cost breakdown on subcontracted and self-performed work, contingency (with its basis), and any clarifications, assumptions, or qualifiers.
- The GMP #1 bid book will include the following:
 - GMP Proposal for GMP #1 scope
 - Updated Project Schedule
 - GMP #1 Risk Register
 - Final Procurement and Buyout Plan
 - Updated Site Logistics Plan
 - Updated Commissioning Approach
 - List of assumptions and clarifications that form the basis of the GMP
- Design-Builder will lead collaborative review of the GMP #1 Proposal. Assume one 8-hour workshop with the Owner and Owner's Advisor to review details of Proposal, including results of procurement activities, differences from previous Cost Models, work approaches that serve as the basis for production rates and activity durations, and the basis for proposed contingency. The Design-Builder will capture and distribute meeting minutes of the workshop decisions.
- Based upon the review workshop, the Design-Builder will update the GMP #1 Proposal and submit the final GMP #1 Proposal to the Owner.

Deliverables

- Draft GMP #1 Price Proposal
- Final GMP #1 Price Proposal
- Meeting minutes for GMP review workshop

Meetings

- GMP #1 review workshop

Assumptions

- GMP #1 is assumed to be funded from the construction allowance under the Allowances for Early Construction Services task. If sufficient funds are not available in the allowance, additional funds would be authorized in a contract amendment.
- Owner will review the GMP #1 Price Proposal and provide consolidated review comments to the Design-Builder within 15 business days of receipt.
- It is expected that Owner will obtain WIFIA funding, and estimates will comply with contract requirements related to funding.

Task 7.2: GMP #2 Proposal

- Within 7 weeks of submission of the 90% Design for GMP #2 scope, the Design-Builder will prepare a detailed GMP #2 Proposal, meeting the requirements described in ARTICLE 6 of the PDB Contract, with an open-book line-item cost breakdown on subcontracted and self-performed work, contingency (with its basis), and any clarifications, assumptions, or qualifiers.
- The GMP #1 bid book will include the following:
 - GMP Proposal for GMP #2 scope
 - Updated Project Schedule
 - GMP #2 Risk Register
 - Final Procurement and Buyout Plan
 - Updated Site Logistics Plan
 - Final Environmental Management Plan detailing programs for a stormwater pollution prevention plan and handling other environmental issues (dust, onsite chemicals, and fuel) if required to comply with permits and regulations applicable to the Project
 - List of assumptions and clarifications that form the basis of the GMP
- Design-Builder will lead collaborative review of the GMP #1 Proposal. Assume one 8-hour workshop with the Owner and Owner's Advisor to review details of the Proposal, including results of procurement activities, differences from previous Cost Models, work approaches that serve as the basis for production rates and activity durations, and the basis for proposed contingency. The Design-Builder will capture and distribute meeting minutes of the workshop decisions.
- Based upon the review workshop, the Design-Builder will update the GMP #1 Proposal and submit the final GMP #1 Proposal to the Owner.

Deliverables

- Draft GMP #2 Price Proposal
- Final GMP #2 Price Proposal
- Meeting minutes for GMP review workshops

Meetings

- GMP #2 review workshop

Assumptions

- GMP #2 will be funded through a contract amendment as outlined in the contract agreement.
- Owner will review GMP #2 Price Proposal and provide consolidated review comments to the Design-Builder within 15 business days of receipt.
- It is expected that Owner will obtain WIFIA funding, and estimates will comply with contract requirements related to funding.

Task 8: Additional Services and Allowances

This Additional Services and Allowances Task provides for additional design, permitting, and preconstruction services that could not be accurately defined at the time this scope of work was created and early construction services needed to maintain the aggressive delivery schedule. Compensation for and authorization to use all allowance work will be in accordance with the provisions of the contract agreement outlined in Article 6.6. Identified allowance items, as shown in Task 8.1 and 8.2, were used to define and establish an overall allowance fund as described under the compensation section of this Exhibit B general description.

Task 8.1: Allowances for Additional Design, Permitting and Preconstruction Services

The allowance items under this task are outlined in Table 4 and are for additional design, permitting, and preconstruction services that could not be accurately defined at the time this scope of work was created; thus these items will be billed on a time and material not to exceed basis. All labor and expenses for the Design-Builder to support these services are also included in each of these allowance items. Once the quantity and type of services are determined for each item, the Design-Builder will make an allowance request to the Owner for approval. Further detail and assumptions regarding each allowance item can be found in Appendix B. Any unused allowance will belong to and be returned to the Owner at the conclusion of this contractual agreement.

Table 4. Allowance Items for Additional Design, Permitting, and Preconstruction Services

Allowance Task Number	Description
8.1.1	Public outreach planning and support services described in the Public Outreach and Support subtask
8.1.2	Funding assistance services described in Funding Assistance subtask
8.1.3	Owner-directed additional services described in the Owner-Directed Additional Services Allowance subtask

Task 8.1.1: Public Outreach Planning and Support

The Design-Builder’s subconsultant will provide the following public outreach services during Phase 1, as needed and requested by the Owner, to establish notification and lines of communication with the public. Phase 2 services will be provided under GMP #2 contract amendment. Phase 1 services will include, but are not limited to the following:

- Development of Resident and Stakeholder Database: Develop the stakeholder database, which will be updated and maintained for the duration of the 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, HOA’s, certified and registered civic and neighborhood associations, emergency services, elected officials, and other interest parties.

Exhibit B – Phase 1 Scope of Services

- Development of Project Web Page: Develop a Project web page that can be hyperlinked to the Owner's web page. Services will include development of web page, Secure Sockets Layer certification for Project duration, web page hosting, Google translate, and Americans with Disabilities Act compliance.
- Development of Project Hotline: Develop and staff a Project-specific hotline as a first point of contact for the Owner during working hours (Monday through Friday 9 a.m. to 5 p.m.). Calls that come in before or after hours will be responded to the next business day.
- Development of Informational Mailer(s): Draft and edit an informational mailer(s) to be 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 and concerns (they should not be reaching out to the Owner or staff during the design phase). The Owner will review and comment, and the comments will be addressed by the Design-Builder's subconsultant.
- Project Team Meetings: Attend the kickoff meeting and Project Team meetings as requested to present and discuss and update the public outreach plans and documents.
- Public Meeting(s): Provide logistics for public meetings during the Phase 1 scope of services and help locate a venue and arrange all necessary audiovisual (AV) equipment and refreshments if needed. Services will also include providing sign-in sheets, the agenda, meeting materials, and comment cards and drafting, editing, and mailing public meeting notices. The Owner will be provided a copy of all meeting materials, agenda, and notices for review and comments, and the comments will be addressed by the Design-Builder's subconsultant.
- Subcontractor Outreach: Prepare for, provide as needed materials and attend the Owner's Vendor Expositions that are in October of 2026 and April of 2027 with the intent of informing the subcontracting community of the Project and obtaining a higher level of local participation and opportunities during the bidding process.

Deliverables

- Resident and stakeholder database
- Project web page
- Project hotline, including a log of calls and responses
- Informational mailers (draft and final versions)
- Public meeting materials as requested by the Owner (draft and final versions)

Meetings

- Project team coordination meetings with the Owner, Owner's Advisor, or Design-Builder as requested to coordinate services requested under this task
- Prepare for and attend Owner's Vendor Expositions
- Public meeting(s) as requested by the Owner

Assumptions

- All labor and expenses (that is, postage, materials, travel, printing, web fees) for services and materials requested will be charged at the rates shown in Appendix B.

Task 8.1.2: Funding Assistance

The Owner is seeking support from the Design-Builder to potentially fund a portion of the Project from state and or federal funding agencies. The Design-Builder will meet with the Owner to establish financing goals and objectives and identify potential funding opportunities. A 2-hour workshop via Microsoft Teams will be held with the Owner and Owner’s Advisor to identify the financing goals and objectives and discussions of target financial metrics that the Owner seeks to maintain or achieve, such as bond coverage ratios, and minimum funding balances and identify funding avenues that the Owner is already pursuing and those they would be interested in pursuing. Design-Builder will then use the “Grant Finder Tool” and other targeted research efforts to identify additional potential funding programs and prepare a presentation for a 1-hour meeting via Microsoft Teams to report the findings and obtain feedback and direction from the Owner on which opportunities they would like the Design-Builder’s assistance on. The Design-Builder will provide a proposal for these services and obtain approval from the Owner before starting any work. Services may include providing research, preparing applications, meeting with funding agencies, reviewing applications, developing supporting documentation for applications, providing compliance guidance, and other services related to funding assistance that the Design-Builder has expertise in and are requested by the Owner during the Phase 1 delivery of this Project.

Deliverables

- Meeting agenda and minutes from meetings
- Grant Finder Tool summary of opportunities identified
- Presentation for Grant Finder Tool findings meeting
- Proposals for funding assistance services
- Other funding assistance deliverables as requested by the Owner

Meetings

- 2-hour initial funding kickoff workshop via Microsoft Teams
- 1-hour Grant Finder Tool findings meeting via Microsoft Teams
- Other funding assistance meetings as requested by the Owner

Assumptions

- All labor and expenses (such as travel) for services requested will be charged at the rates shown in Appendix B.

Task 8.1.3: Owner-Directed Additional Services Allowance

This Owner-Directed Additional Services Allowance task provides for additional services related to the Project not otherwise identified in this scope. These additional services could be because of the allowance items in previous tasks not having sufficient funding, additional scope requests made by the Owner, or unforeseen circumstances. The Design-Builder will not proceed with such services or use this budget amount without first submitting a representative scope and fee and receiving written authorization from the Owner’s PM.

Task 8.2: Allowances for Early Construction Services

The allowance funds under this task are for construction services needed to maintain the aggressive overall Project schedule including the following:

- Allowance No. 1 – Critical Long-Lead Electrical Equipment ODP, such as:
 - Generator and fuel tank
 - Low-voltage switchgear
 - Transformer(s)
- Allowance No. 2 – WTF Early Site Work (submitted as GMP #1 using construction allowance funds), such as:
 - Laydown areas grading and base, clearing and grubbing, erosion control, demolition, select yard piping, stormwater and electrical relocations/modifications and any required cut/fill work, temporary electric, temporary fencing and site security, mobilization of trailers, laydown areas, dewatering system (Design-Builder and Crom)
 - New primary electric feed (FP&L)
 - Prestressed concrete GST, underslab piping and interconnecting piping to the distribution system and existing high-service pump station
- Allowance No. 3 – Long-Lead Process/Electrical Equipment ODP, such as:
 - RO feed pumps
 - Transfer pumps
 - RO membrane skids and CIP system
 - Degasifier and odor control towers
 - Motor control centers and AFDs

Actual services included may vary from those described previously and will be mutually agreed upon and determined by the Owner and Design-Builder during the delivery of the Phase 1 work. The Design-Builder will provide a Price Proposal as outlined in the GMP #1 Proposal task for GMP #1 and competitive bids with backup documentation and a bid summary for all ODP funded from this construction allowance. The Design-Builder will not proceed with any services under this task or use this budget amount without first submitting a receiving written authorization from the Owner's PM.

General Assumptions and Clarifications

Please note that some assumptions are listed in specific tasks. The following general assumptions apply to all tasks identified under this scope of services:

- Project scope and deliverables outlined herein are the basis of the schedule, fee, and level of effort provided by the Design-Builder.
- Design will be completed using the 9th Edition (2026) Florida Building Code which was not available for review when this scope of services was developed.
- Design of one Tier 2 generator, fuel tank, and necessary appurtenances is included in this scope of services.
- The Discovery WTF site is assumed to have no gopher tortoises or other exotic species and thus no such environmental assessment has been included in this scope of services.
- No unsuitable or contaminated soils or groundwater will be encountered on the Project.
- Delays beyond the control of the Design-Builder may require an extension and corresponding fee adjustment.
- Information and data provided by the Owner are accurate and reliable.
- No hazardous waste, asbestos, lead paint, soil contamination, or other types of contamination are known to be present. If present, any remediation or removal will be conducted through an allowance as an additional service or included in Phase 2.
- No wetlands delineation will be required for this Project.
- No special permitting or submittals will be required for tree removal at the site, thus no arborist services have been included in this scope of services.
- Design-Builder will provide all deliverables in this Phase 1 scope of services as PDF files. All hard copies of the Design-Builder's deliverables will be provided by the Owner's Advisor.
- Owner's standard details and specifications will be used where applicable.
- Owner will provide all criteria and full information regarding the Owner's requirements for the Project, including planning and design objectives and constraints, performance requirements, environmental concerns, scheduling constraints, and any budgetary limitations.
- Owner will assist in arranging access to and making provisions for the Design-Builder to enter upon public and private property as required by the Design-Builder to perform its services.
- Owner will provide timely reviews and responses to questions from the Design-Builder that could impede the Project delivery schedule. The schedule is based upon the Owner's continuous input and review of the design and preconstruction deliverables described under this scope of services. Owner deliverable review timelines are outlined under Table 6 in the Schedule section.
- Owner will provide consolidated review comments, including the Owner's Advisor comments that the Owner wishes to incorporate with unified direction to Design-Builder on how to proceed.
- Standard details will be included in the design drawings. Detail presentation will be such that all text and all line type are clear and legible to the unaided eye.

Exhibit B – Phase 1 Scope of Services

- Design-Builder will use standard CSI 49-division technical specifications.
- Assumed drawing list for the Project is included in Appendix C. The intent is not that the Owner accepts the drawing list. Instead, the drawing list is one of the tools the Design-Builder uses to develop the estimated level of effort for a Project. It is presented as further documentation of the Design-Builder's basis in developing the scope and fee for this Project.
- No deep foundations or soil compaction is needed for any of the facilities, and shallow foundations are assumed to be acceptable (similar to the existing facilities) for use with the existing soil conditions.
- No Disadvantaged or Minority Business Entity goals are required for Phase 1 or 2 services. The Design-Builder will include the Owner's desire to maximize local business participation as outlined in the contract agreement and consider this as criteria for best valued selection of subcontractors and vendors.
- Computer-aided design (CAD) drawings will be prepared using the AutoCAD products and utilizing the Autodesk Construction Cloud (ACC) platform for drawings and specifications and delivered as PDFs. Three-dimensional models used to produce construction documents will not include building information modeling features. Pipeline CAD drawings will be prepared using AutoCAD Civil 3D. If the Owner ultimately wants a two-dimensional geographic information system (GIS) database with attributes and locations at the conclusion of the Project, they should notify the Design-Builder early in the Project so the models are set up properly. Completing the two-dimensional GIS database deliverable is not part of this scope. If required, it would be included in the Phase 2 services under the GMP #2 contract amendment.
- No easement acquisition and only one sketch and legal description for the FP&L primary feed is included in this scope of services.
- No temporary construction easements are anticipated to be required. If required, this will be included in a future allowance authorization or GMP amendment.
- A storage building with offices and a bathroom approximately 4,000 to 5,000 SF in size is included in this scope of services. At the 30% design milestone, the Owner will notify the Design-Builder whether to proceed with completing the design to the 100% design milestone. If the Owner elects not to continue with the design of this facility at the 30% milestone, the Design-Builder has provided a deduction to the design fee in Appendix B.
- Coordination and scheduling of the incoming permanent power for the new WTF components has not been started by the Owner. The Design-Builder will provide these coordination services under this scope of services starting prior to the 30% design deliverable is submitted; however, it is assumed that the needed work from FP&L will not impact the design schedule or future construction milestones. FP&L fees will be paid directly by the City or be funded from an allowance authorization in Task 8.2 or the GMP amendment.
- No asset management services are currently included in this scope. The Owner's Advisor will perform an assessment of the asset management services that are needed on this Project for the Owner and provide the Design-Builder a TM outlining the scope of services to be provided by the Design-Builder. The Design-Builder will provide a proposal for these services, and they will be funded from the Owner-directed additional services allowance under the Owner-Directed Additional Services Allowance task.
- Assumed start of construction for the additional GSTs being provided under this scope of work and included under the proposed GMP #1 work is as shown in the attached schedule. The actual start may be impeded by when the three additional raw water supply wells being added at the JEA Water

Exhibit B – Phase 1 Scope of Services

Treatment Plant are completed by others. The Design-Builder will closely coordinate this with the Owner and adjust this schedule as needed.

- Design of Discovery Way is completed and construction has begun and is scheduled to be completed prior to when the GMP #1 early work will begin. Owner will facilitate introductions to the Design-Builder and the Discovery Way Contractor and assist in coordination efforts with them if the Contractor is being non-responsive to the Design-Builder. Regular progress updates of field activities and updated schedules need to be provided to the Design-Builder (monthly at a minimum). Certain design activities (driveways, stormwater calculations) will need to be coordinated early on and throughout the Project.

Table 5 includes the assumed permit review timeframes in the Scope 1 schedule.

Table 5. Scope 1 Assumed Permit Review Schedule

Permit Name	Submit, Review, and Approve Time Included in the CPM
City of Port St. Lucie Development/Site Plan Review	66 workdays
City of Port St. Lucie Building Permits	66 workdays
City of Port St. Lucie Temporary Construction Trailer Permits	44 workdays
City of Port St. Lucie USD Water and Wastewater Utility Connection Permit	30 workdays
City of Port St. Lucie Driveway Permit	20 workdays
FDEP 62-555.900 Specific Permit to Construct PWS Components	90 workdays
FDEP Storage Tank Registration	15 workdays
FDEP Domestic Wastewater Collection/Transmission System Construction (if needed)	75 workdays
FDEP Environmental Resource Permit Modification	100 workdays
FDEP Construction General Stormwater Permit (National Pollutant Discharge Elimination System)	15 workdays
SFWMD Permit for Construction Dewatering	60 workdays
SFWMD Consumptive Use Permit for Landscape Irrigation	60 workdays

Notes:

All durations are based on calendar durations unless noted otherwise.

All timeframes begin when the application is submitted.

It is likely that some of the permits will not be issued or approved before the end of Phase 1 services.

CPM = Critical Path Method

Schedule and Contract Price

Schedule

A detailed CPM schedule showing interim milestones for Phase 1 activities and defining the overall logic and contract time is included in Appendix A. Both parties agree and understand that the interim milestone dates were established using the best available information when this scope of services was created, and they are subject to change and will be modified and updated during the regular schedule updates described under the Design-Build Schedule task. Table 6 summarizes the schedule milestones for Phase 1 and includes important notes. The projected preliminary Phase 2 activities based upon the Design-Builder’s current understanding of the scope is shown in the schedule included in Appendix A; however, it is not contractually binding and it will be further developed and finalized during the execution of the Phase 1 services. The contractual Phase 2 schedule will be included in the future allowance requests and GMP contract amendment.

Table 6. Phase 1 Schedule Milestones

Milestone	Approximate Date or Timeframe	Notes
Phase 1 NTP	April 22, 2026	Based on City Commission approval on April 13, 2026
PDR to Owner for Review	July 27, 2026	Owner available review time: 15 workdays
30% Design Documents to Owner for Review	October 7, 2026	Owner available review time: 15 workdays ^[a]
90% GMP 1 Final Design Documents to Owner for Review	January 14, 2027	Owner available review time: 15 workdays ^[a]
60% GMP 2 Design Documents to Owner for Review	February 12, 2027	Owner available review time: 15 workdays ^[a]
90% GMP 2 Final Design Documents to Owner for Review	June 18, 2027	Owner available review time: 15 workdays ^[a]
100% GMP 2 Construction Documents to Owner for Review	September 3, 2027	Owner available review time: 15 workdays ^[a]
Allowance 1 (Critical Long-Lead ODP) Use Request to Owner for Review	February 19, 2027	Owner available review time: 15 workdays ^[b]
Allowance 2 (GMP #1 Price Proposal) Use Request to Owner for Review	February 18, 2027	Owner available review time: 15 workdays ^[b]
Allowance 3 (Long-Lead ODP) Use Request to Owner for Review	March 26, 2027	Owner available review time: 15 workdays ^[b]
GMP #2 (All remaining WTF Work) Price Proposal to Owner for Review	August 6, 2027	Owner available review time: 15 workdays ^[b]
Phase 1 Services (Tasks 1 to 7) Complete	September 30, 2027	Note certain permit issuance/approvals under the Permitting Services task may extend beyond this date

^[a] Fifteen workdays of time is provided in the schedule for the Owner to review deliverables during Phase 1 services unless stated otherwise in this scope of services. Design-Builder will continue with design activities during this period of Owner review.

Exhibit B – Phase 1 Scope of Services

^{b)} Fifteen workdays of time will be provided in the schedule for the Owner to review Allowance Use Requests. The Design-Builder and the Owner will work together ahead of time to establish a format for presenting these costs before the first Allowance Use Request so that there are no surprises to the Owner. Note that review times for Allowance Use Requests will likely be on the critical path of the schedule, and delays in reviews could delay the Project.

Notes:

In addition, as the Project is being defined, it may be necessary to add or delete scope to one or all the allowances. The plan, as reflected in the table, is based on the best information available at this time, and it is probable that the final execution of the allowances will vary from the initial plan.

For GMP Proposal, the Design-Builder has included the following review and processing times in the schedule for the and the Design-Builder:

- a. 2 workdays for review workshops and presentation of the GMP Proposal to the Owner
- b. 15 workdays for the Owner to review the GMP Proposal and develop questions
- c. 3 workdays for review of the Owner GMP Proposal comments, questions and final negotiations
- d. 1 work week as contingency time on b, c, and d above
- e. 2 work weeks to prepare materials for the City Commissioners meeting
- f. 1 week after the City Commissioner's meeting and issuance of Notice of Award to the Design-Builder
- g. Total time from delivery of GMP Proposal to Notice of Award: 7 weeks

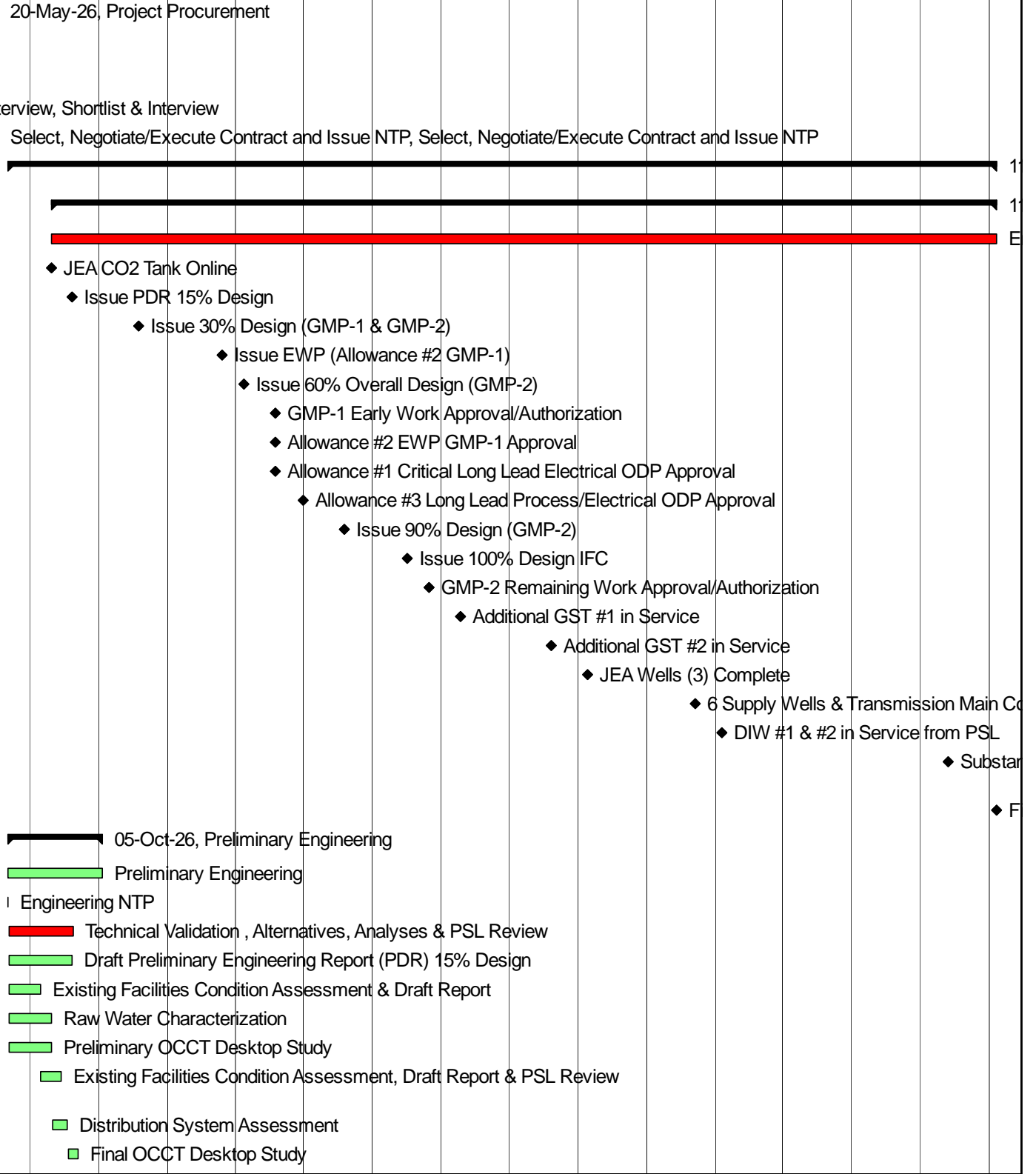
Contract Price

The contract price is pursuant to Article 6.1 of the prime contract agreement for the Phase 1 services. Compensation will be billed for in a lump sum amount for all Tasks except the following: Task 3, Task 4 and Task 8. The total contract price for the scope of services described herein is \$31,817,327, including \$11,817,327 of Phase 1 Design and Preconstruction Services (Tasks 1-7 and 8.1) and \$20,000,000 of Phase 2 Construction Services funded via an allowance (Task 8.2). A summary of the contract price for Tasks 1 through 8 is shown in Appendix B.

Appendix A
Schedule



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2026					2027					2028					2029					2030									
						F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul
PSL Discovery Water Treatment Facility 260424																																			
Project Procurement																																			
A1400	RFQ	58	08-Sep-25 A	08-Sep-25 A	0																														
A1410	SOQ	42	08-Sep-25 A	04-Nov-25 A	0																														
A1430	Shortlist & Interview	29	05-Nov-25 A	18-Dec-25 A	0																														
A1420	Select, Negotiate/Execute Contract and Issue NTP	88	18-Dec-25 A	20-May-26	0																														
Phase 1 - Design & Preconstruction																																			
Project Milestones																																			
A1000	Engineering and Design	878	30-Jul-26	11-Jan-30	0																														
A3540	JEA CO2 Tank Online	0		30-Jul-26*	0																														
A1010	Issue PDR 15% Design	0		26-Aug-26	859																														
A1020	Issue 30% Design (GMP-1 & GMP-2)	0		23-Nov-26	797																														
A1040	Issue EWP (Allowance #2 GMP-1)	0		15-Mar-27	721																														
A1050	Issue 60% Overall Design (GMP-2)	0		13-Apr-27	700																														
A1470	GMP-1 Early Work Approval/Authorization	0		24-May-27	67																														
A3570	Allowance #2 EWP GMP-1 Approval	0		24-May-27	671																														
A3550	Allowance #1 Critical Long Lead Electrical ODP Approval	0		25-May-27	670																														
A3560	Allowance #3 Long Lead Process/Electrical ODP Approval	0		30-Jun-27	645																														
A1060	Issue 90% Design (GMP-2)	0		24-Aug-27	607																														
A1070	Issue 100% Design IFC	0		17-Nov-27	547																														
A1480	GMP-2 Remaining Work Approval/Authorization	0		16-Dec-27	121																														
A1460	Additional GST #1 in Service	0		26-Jan-28	384																														
A3530	Additional GST #2 in Service	0		26-May-28	297																														
A3420	JEA Wells (3) Complete	0		14-Jul-28*	0																														
A1225	6 Supply Wells & Transmission Main Complete (By Others)	0		04-Dec-28*	0																														
A2720	DIW #1 & #2 in Service from PSL	0		09-Jan-29*	213																														
A1490	Substantial Completion (10 MGD In Service at Discovery Water Treatment Facility)	0		07-Nov-29	0																														
A1500	Final Completion	0		11-Jan-30	0																														
Preliminary Engineering																																			
A1080	Preliminary Engineering	88	02-Jun-26	05-Oct-26	25																														
A1090	Engineering NTP	1	02-Jun-26	02-Jun-26	0																														
A1100	Technical Validation , Alternatives, Analyses & PSL Review	62	03-Jun-26	28-Aug-26	0																														
A1110	Draft Preliminary Engineering Report (PDR) 15% Design	60	03-Jun-26	26-Aug-26	11																														
A1112	Existing Facilities Condition Assessment & Draft Report	30	03-Jun-26	15-Jul-26	21																														
A1116	Raw Water Characterization	40	03-Jun-26	29-Jul-26	31																														
A1118	Preliminary OCCT Desktop Study	40	03-Jun-26	29-Jul-26	31																														
A1114	Existing Facilities Condition Assessment, Draft Report & PSL Review	20	16-Jul-26	12-Aug-26	21																														
A1120	Distribution System Assessment	15	31-Jul-26	20-Aug-26	41																														
A1124	Final OCCT Desktop Study	10	21-Aug-26	03-Sep-26	41																														



■ Remaining Work
 ■ Actual Work
 ■ Actual Level of ...
■ Critical Remaining Work
 ■ Remaining Level of Effort
 ◆ Milestone

Appendix B

Fee and Rate Table



City of Port St. Lucie
Discovery RO WTF - 20 MGD Capacity
March 27, 2026

		Labor Category		Subcontractor with 5% Markup	Pre-Con Grade 9	Pre-Con Grade 8	Pre-Con Grade 6	Pre-Con Grade 7	Pre-Con Grade 5	Pre-Con Grade 4	Pre-Con Grade 3	Field Grade 6	Engineer 9	Engineer 8	Engineer 7	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Engineer 2	Technician 6	Technician 5	Technician 4	Technician 3	Technician 2		
		Example Staff Member		Mistryer - PM Schoster - PD Benson	Ward - Precon Manger	V Llaneza Evans	R. Myers Sheehan	Ripple	Litminczyk D. Myers	Kirti	Hegarty	Elarde Zreibi Doran	Fu Everson Nicholson	Alfaro Liggett	Morrison Saharkhiz	E. Carrasc K. Riner T. Twist	Loose	Mai McLeod Patterson	Nash Alvarez Payne	Barton Denning	OstrowTeam	Pastrana	Kaylor Malloy	Fries			
		Hourly Rate		\$ 249	\$ 237	\$ 178	\$ 213	\$ 148	\$ 136	\$ 118	\$ 166	\$ 320	\$ 272	\$ 237	\$ 219	\$ 195	\$ 172	\$ 148	\$ 130	\$ 142	\$ 124	\$ 118	\$ 101	\$ 95			
PHASE I - DESIGN & PRECONSTRUCTION SERVICES		SUBTOTALS	HOURS	Subcontractors																							
		TOTAL (DESIGN & PRECON)	\$ 11,817,327	58,661	\$ 320,515	2,614	1,634	4,693	892	805	272	816	185	2,732	3,497	5,947	4,373	4,613	3,362	2,737	2,748	1,566	5,350	5,967	2,678	1,180	
Task 1	Project Management	\$ 917,032	3,938	\$ -	2544	0	1392	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1.1	Setup, Financial, Tracking, Meetings, Subs, Reporting, Coordination	\$ 893,032	4,036		2544		1392				100																
	Labor Subtotal	\$ 893,032			633,456	\$ -	247,776	\$ -	\$ -	\$ -	11,800	\$ -															
	Expenses (trip 2x/month @ \$750/trip)	\$ 24,000																									
Task 2	Preliminary Engineering	\$ 462,211	1,956	\$ 9,317	0	24	160	40	0	0	0	0	396	32	542	342	0	0	306	0	52	20	0	0	42		
2.1	Lessons Learned Confirmation	\$ 12,984	48			16							16	8	8												
2.2	Condition Assessment of Existing Facilities	\$ 67,272	308			8							12	24	100	106											
2.3	Alternatives Analysis and Technical Workshops	\$ 194,918	810				160	40					248	298													
2.4	Raw Water Characterization	\$ 25,136	134										20		32												
2.5	Desktop Corrosion Control Study & Distribution System Analysis (Pace)	\$ 148,557	656	\$ 9,317									100		104	236											
	Labor and Subcontractor Subtotal	\$ 448,867		\$ 9,317	\$ -	\$ 5,688	\$ 28,480	\$ 8,520	\$ -	\$ -	\$ -	\$ -	\$ 126,720	\$ 8,704	\$ 128,454	\$ 74,898	\$ -	\$ -	\$ 45,288	\$ -	\$ -	\$ 6,448	\$ 2,360	\$ -	\$ -	\$ 3,990	
	Expenses	\$ 13,344																									
Task 3	Permitting Services	\$ 146,147	672	\$ -	0	10	0	0	0	0	0	0	20	90	180	48	0	0	0	0	0	0	300	0	24		
	Permits	\$ 124,102	672			10							20	90	180	48							300		24		
	Labor and Subcontractor Subtotal	\$ 124,102			\$ -	\$ 2,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,400	\$ 24,480	\$ 42,660	\$ 10,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,400	\$ -	\$ -	\$ 2,280	
	Expenses (Permitting Fees)	\$ 24,045																									
Task 4	Survey and Field Investigations	\$ 248,852	70	\$ 237,232	0	0	0	0	0	0	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4.1	Topographic & Boundary Survey and (1) Easement Legal Description - ISS	\$ 54,075		\$ 54,075																							
	Subsurface Utility Engineering - InfraMap (1 crew @ \$250 per day for 5 days; 10 test holes @ \$850 each)	\$ 36,218	30	\$ 31,238								30															
4.2	Geotechnical Borings, Soil Testing, Analyses, and Report - Ardaman	\$ 158,559	40	\$ 151,919								40															
	Labor and Subcontractor Subtotal	\$ 248,852		\$ 237,232							\$ 11,620																
Task 5	Engineering Design Development	\$ 7,896,030	44,163	\$ -	0	0	0	0	0	0	0	0	2,281	3,375	5,067	3,983	4,613	3,382	2,431	2,748	1,566	5,298	5,647	2,678	1,114		
5.1	Preliminary Design Report Package - 15% Design Package	\$ 510,167	2,650										210	245	385	260	266	260	120	120	252	322	110	100			
5.2	30% Design Package	\$ 1,508,799	8,149										482	872	995	875	665	720	440	540	160	890	990	300	220		
5.3	60% Detail Design Package	\$ 2,537,350	13,979										707	986	1902	1260	1760	1240	960	960	314	1250	1669	677	293		
5.4	90% Final Design Documents	\$ 2,270,524	13,231										610	874	1300	1156	1406	892	786	923	420	1480	1734	1315	335		
5.5	100% Final Construction Documents	\$ 908,202	5,717										252	220	405	352	476	250	125	205	420	1356	1144	386	126		
5.6	ODP and Subcontractor Bid Support Evaluation Services	\$ 56,716	218										20	178													
5.7	ODP Equipment Submittal Review	\$ 46,180	220												80	80	40										
	Labor and Subcontractor Subtotal	\$ 7,837,938											\$ 729,920	\$ 918,000	\$ 1,200,879	\$ 872,257	\$ 899,619	\$ 578,264	\$ 359,788	\$ 357,240	\$ 222,372	\$ 656,952	\$ 666,346	\$ 270,478	\$ 105,823		
	Expenses	\$ 58,092																									
Task 6	Preconstruction Services	\$ 1,317,500	6,725	\$ 45,564	0	1,570	2,485	662	805	272	816	115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6.1	Cost Estimating	\$ -																									
6.1.1	Indicative Project Cost Model	\$ 36,166	198			8	150	30			10																
6.1.2	Baseline (PDR) Project Cost Model	\$ 36,166	198			8	150	30			10																
6.1.3	30% Project Cost Model	\$ 193,723	1041			65	720	210			46																
6.1.4	60% Project Cost Model	\$ 193,723	1041			65	720	210			46																
6.1.5	Trend Logs	\$ 137,617	674			345	100	58			115																
6.2	Risk Management	\$ 114,739	558			305	115	60			78																
6.3	Subcontractor and ODP Procurement	\$ -																									
6.3.1	Procurement Plan	\$ 13,020	80			20		40			20																
6.3.2	Subcontracted Work	\$ 149,430	910			250		410			250																
6.3.3	Owner Direct Purchase	\$ 130,640	795			220		355			220																
6.4	Design Build Schedule	\$ 92,672	522			220				272	30																
6.5	Constructability Reviews	\$ 72,808	384			64	230	64			26																
6.6	Commissioning and Operability Reviews	\$ 56,232	324				300				24																
6.7	Subcontractor Preconstruction Services - Crom	\$ 45,564		\$ 45,564																							
	Labor and Subcontractor Subtotal	\$ 1,272,500		\$ 45,564	\$ 372,090	\$ 442,330	\$ 141,006	\$ 119,140	\$ 36,992	\$ 96,288	\$ 19,090																
	Expenses (30 trips @ \$1500/trip)	\$ 45,000																									
Task 7	Phase 2 Price Proposal Development	\$ 176,394	898	\$ -	30	30	648	190	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7.1	GMP #1 Proposal	\$ 46,934	248		8	8	182	50																			
7.2	GMP #2 Proposal	\$ 123,460	650		22	22	466	140																			
	Subtotal	\$ 170,394			\$ 7,470	\$ 7,110	\$ 115,344	\$ 40,470	\$ -	\$ -	\$ -																
	Expenses (4 trips @ \$1500/trip)	\$ 6,000																									
Task 8	Additional Services and Allowances	\$ 651,162	241	\$ 28,403	40	0	8	0	0	0	0	0	35	0	158	0	0	0	0	0	0	0	0	0	0	0	
8.1	Allowances for Additional Design, Permitting and Preconstruction Services	\$ -																									
8.1.1	Public Outreach Planning and Support - The Merchant Strategy	\$ 52,487	100	\$ 28,403	32																						
8.1.2	Funding Assistance	\$ 35,946	141		8																						

Phase 1 - Design/Preconstruction Rate Table	
Title	2026 Rate/Hr.
Engineering Grade 9	\$320
Engineering Grade 8	\$272
Engineering Grade 7	\$237
Engineering Grade 6	\$219
Engineering Grade 5	\$195
Engineering Grade 4	\$172
Engineering Grade 3	\$148
Engineering Grade 2	\$130
Engineering Grade 1	\$112
Technician Grade 6	\$142
Technician Grade 5	\$124
Technician Grade 4	\$118
Technician Grade 3	\$101
Technician Grade 2	\$95
Technician Grade 1	\$89
Pre-Construction Grade 9	\$249
Pre-Construction Grade 8	\$237
Pre-Construction Grade 7	\$213
Pre-Construction Grade 6	\$178
Pre-Construction Grade 5	\$148
Pre-Construction Grade 4	\$136
Pre-Construction Grade 3	\$118
Pre-Construction Grade 2	\$95
Pre-Construction Grade 1	\$89
Field Support Grade 10	\$189
Field Support Grade 9	\$178
Field Support Grade 8	\$166
Field Support Grade 7	\$154
Field Support Grade 6	\$142
Field Support Grade 5	\$130
Field Support Grade 4	\$118
Field Support Grade 3	\$107
Field Support Grade 2	\$95
Field Support Grade 1	\$83

Appendix C
List of Drawings



City of Port St Lucie Discovery RO WTF - 20 MGD Capacity

PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
	00			GNV		GENERAL
1	00	Digital Delivery Lead (DDL)	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-G-0001	GENERAL - COVER SHEET
2	00	Digital Delivery Lead (DDL)	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-G-0002	GENERAL - INDEX OF DRAWINGS SHEET 1
3	00	Digital Delivery Lead (DDL)	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-G-0003	GENERAL - INDEX OF DRAWINGS SHEET 2
4	00	Digital Delivery Lead (DDL)	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-G-0004	GENERAL - ABBREVIATIONS
5	00	Digital Delivery Lead (DDL)	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-G-0005	GENERAL - ABBREVIATIONS AND SYMBOLS
6	00	Civil	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-C-0006	GENERAL - CIVIL - SITE GENERAL NOTES
7	00	Civil	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-C-0007	GENERAL - CIVIL - SITE GENERAL NOTES
8	00	Structural	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-S-0000	GENERAL - STRUCTURAL NOTES
9	00	Structural	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-S-0002	GENERAL - STRUCTURAL NOTES
10	00	Architecture	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-A-0000	GENERAL - ARCHITECTURAL LEGEND SHEET
11	00	Fire Protection	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-FA-0000	GENERAL - FIRE ALARM GENERAL - NOTES SHEET
12	00	Fire Protection	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-FS-0000	GENERAL - FIRE SUPPRESSION GENERAL - NOTES SHEET
13	00	Plumbing	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-P-0000	GENERAL - PLUMBING LEGEND
14	00	Process Mechanical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-D-0000	GENERAL - PROCESS MECHANICAL LEGEND SHEET 1
15	00	Process Mechanical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-D-0002	GENERAL - PROCESS MECHANICAL LEGEND SHEET 2
16	00	HVAC	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-M-0000	GENERAL - HVAC LEGEND
17	00	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-E-0000	GENERAL - ELECTRICAL LEGEND SHEET 1
18	00	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-E-0002	GENERAL - ELECTRICAL LEGEND SHEET 2
19	00	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-E-0003	GENERAL - ELECTRICAL LEGEND SHEET 3
20	00	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-E-0004	GENERAL - ELECTRICAL GENERAL - NOTES
21	00	Instrumentation & Controls	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-N-0000	GENERAL - INSTRUMENTATION AND CONTROLS LEGEND SHEET 1
22	00	Instrumentation & Controls	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-N-0002	GENERAL - INSTRUMENTATION AND CONTROLS LEGEND SHEET 2
23	00	Process Mechanical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	000-D-0003	GENERAL - PROCESS FLOW DIAGRAM
	05			GNV		SURVEY, SITE, AND YARD PIPING
24	05	Civil	Plans (Horizontal Views)	GNV	005-C-201	CIVIL - SITE CIVIL SITE PLAN - OVERVIEW
25	05	Civil	Plans (Horizontal Views)	GNV	005-C-202	CIVIL - SITE CIVIL SITE PLAN
26	05	Civil	Plans (Horizontal Views)	GNV	005-C-203	CIVIL - SITE GRADING & DRAINAGE PLAN
27	06	Civil	Plans (Horizontal Views)	GNV	005-C-204	CIVIL - SITE GRADING & DRAINAGE PLAN
28	07	Civil	Plans (Horizontal Views)	GNV	005-C-2005	CIVIL - SITE GRADING & DRAINAGE PLAN
29	08	Civil	Plans (Horizontal Views)	GNV	005-C-2006	CIVIL - SITE GRADING & DRAINAGE PLAN
30	09	Civil	Plans (Horizontal Views)	GNV	005-C-2007	CIVIL - SITE GRADING & DRAINAGE PLAN
31	05	Civil	Plans (Horizontal Views)	GNV	005-C-2008	CIVIL - SITE CIVIL UTILITY PLAN
32	06	Civil	Plans (Horizontal Views)	GNV	005-C-2009	CIVIL - SITE CIVIL UTILITY PLAN
33	07	Civil	Plans (Horizontal Views)	GNV	005-C-2010	CIVIL - SITE CIVIL UTILITY PLAN
34	05	Civil	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	005-C-4001	CIVIL - SITE SECTION VIEWS
35	05	Civil	Details (includes Standard Details)	GNV	005-C-5001	CIVIL - SITE CIVIL DETAILS
36	05	Civil	Details (includes Standard Details)	GNV	005-C-5002	CIVIL - SITE CIVIL DETAILS
37	05	Civil	Details (includes Standard Details)	GNV	005-C-5003	CIVIL - SITE EROSION CONTROL DETAILS
38	05	Civil	Details (includes Standard Details)	GNV	005-C-5004	CIVIL - SITE CIVIL DETAILS
39	05	Civil	Details (includes Standard Details)	GNV	005-C-5005	CIVIL - SITE CIVIL DETAILS
40	05	Civil	Details (includes Standard Details)	GNV	005-C-5006	CIVIL - SITE CIVIL DETAILS
41	05	Yard Piping	Plans (Horizontal Views)	GNV	005-Y-0001	YARD PIPING - OVERALL YARD PIPING PLAN
42	05	Yard Piping	Plans (Horizontal Views)	GNV	005-Y-1001	YARD PIPING - EXISTING CONDITIONS AND DEMOLITION YARD PIPING PLAN
43	05	Yard Piping	Plans (Horizontal Views)	GNV	005-Y-1002	YARD PIPING - EXISTING CONDITIONS AND DEMOLITION YARD PIPING PLAN
44	05	Yard Piping	Plans (Horizontal Views)	GNV	005-Y-1003	YARD PIPING - EXISTING CONDITIONS AND DEMOLITION YARD PIPING PLAN
45	05	Yard Piping	Plans (Horizontal Views)	GNV	005-Y-1004	YARD PIPING - EXISTING CONDITIONS AND DEMOLITION YARD PIPING PLAN
46	05	Yard Piping	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-Y-201	YARD PIPING - ENLARGED YARD PIPING PLAN
47	05	Yard Piping	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-Y-202	YARD PIPING - ENLARGED YARD PIPING PLAN
48	05	Yard Piping	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-Y-203	YARD PIPING - ENLARGED YARD PIPING PLAN
49	05	Yard Piping	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-Y-204	YARD PIPING - ENLARGED YARD PIPING PLAN AND SECTION
50	05	Yard Piping	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-Y-2005	YARD PIPING - ENLARGED YARD PIPING PLAN AND SECTION
51	05	Yard Piping	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-Y-2006	YARD PIPING - ENLARGED YARD PIPING PLAN AND SECTION

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PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
52	05	Landscape	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	05-L-501	LANDSCAPE - IRRIGATION SPECIFICATIONS
53	05	Landscape	Details (includes Standard Details)	GNV	05-L-502	LANDSCAPE - IRRIGATION DETAILS
54	05	Landscape	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	05-L-503	LANDSCAPE PLAN SPECIFICATIONS
55	05	Landscape	Schedules	GNV	05-L-504	LANDSCAPE PLAN SCHEDULE & DETAILS
56	05	Landscape	Plans (Horizontal Views)	GNV	05-L-201	LANDSCAPE - IRRIGATION PLAN ACCESS ROAD
57	05	Landscape	Plans (Horizontal Views)	GNV	05-L-202	LANDSCAPE - IRRIGATION PLAN CORE AREA
58	05	Landscape	Plans (Horizontal Views)	GNV	05-L-203	LANDSCAPE PLAN ACCESS ROAD
59	05	Landscape	Plans (Horizontal Views)	GNV	05-L-204	LANDSCAPE PLAN CORE AREA
60	05	Electrical	Plans (Horizontal Views)	GNV	005-E-1001	ELECTRICAL - SITE PLAN - OVERALL
61	05	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-E-201	ELECTRICAL - ENLARGED SITE PLAN
62	05	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-E-202	ELECTRICAL - ENLARGED SITE PLAN
63	05	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-E-203	ELECTRICAL - ENLARGED SITE PLAN
64	05	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	005-E-204	ELECTRICAL - ENLARGED SITE PLAN
65	05	Electrical	Plans (Horizontal Views)	GNV	005-E-203	ELECTRICAL - MISC. ABOVE GROUND PROPOSED CONCENTRATE PLAN TO WELLFIELD
66	05	Electrical	Plans (Horizontal Views)	GNV	005-E-204	ELECTRICAL - MISC. ABOVE GROUND PROPOSED CONCENTRATE PLAN TO WELLFIELD
67	05	Electrical	Plans (Horizontal Views)	GNV	005-E-2005	ELECTRICAL - MISC. ABOVE GROUND PROPOSED CONCENTRATE PLAN TO WELLFIELD
68	05	Electrical	Plans (Horizontal Views)	GNV	005-E-601	ELECTRICAL - SITE PLAN DUCTBANK SCHEDULE
69	05	Electrical	Plans (Horizontal Views)	GNV	005-E-602	ELECTRICAL - SITE PLAN DUCTBANK SCHEDULE
70	05	Electrical	Plans (Horizontal Views)	GNV	005-E-603	ELECTRICAL - SITE PLAN DUCTBANK SCHEDULE
71	05	Electrical	Plans (Horizontal Views)	GNV	005-E-6004	ELECTRICAL - SITE PLAN DUCTBANK SCHEDULE
72	05	Security	Plans (Horizontal Views)	GNV	005-N-201	SECURITY - SITE PLAN
73	06	Security	Plans (Horizontal Views)	GNV	005-N-202	SECURITY - SITE PLAN
	08			GNV		INSTRUMENTATION AND CONTROLS
74	08	Instrumentation & Controls	P&ID	GNV	008-N-601	INSTRUMENTATION AND CONTROLS - P&ID FLOW METER AND RO AND BYPASS STRAINERS
75	08	Instrumentation & Controls	P&ID	GNV	008-N-602	INSTRUMENTATION AND CONTROLS - P&ID RO FEED CARTRIDGE FILTERS
76	08	Instrumentation & Controls	P&ID	GNV	008-N-603	INSTRUMENTATION AND CONTROLS - P&ID RO FEED PUMP STATION
77	08	Instrumentation & Controls	P&ID	GNV	008-N-6004	INSTRUMENTATION AND CONTROLS - P&ID OVERALL RO TRAINS
78	08	Instrumentation & Controls	P&ID	GNV	008-N-6005	INSTRUMENTATION AND CONTROLS - P&ID RO TRAIN 1 OF 4
79	08	Instrumentation & Controls	P&ID	GNV	008-N-6006	INSTRUMENTATION AND CONTROLS - P&ID RO TRAIN 2 OF 4
80	08	Instrumentation & Controls	P&ID	GNV	008-N-6007	INSTRUMENTATION AND CONTROLS - P&ID RO TRAIN 3 OF 4
81	08	Instrumentation & Controls	P&ID	GNV	008-N-6008	INSTRUMENTATION AND CONTROLS - P&ID RO TRAIN 4 OF 4
82	08	Instrumentation & Controls	P&ID	GNV	008-N-6009	INSTRUMENTATION AND CONTROLS - P&ID DEGASIFIERS AND ODOR SCRUBBERS
83	08	Instrumentation & Controls	P&ID	GNV	008-N-6010	INSTRUMENTATION AND CONTROLS - P&ID DEGASIFIERS AND ODOR SCRUBBERS
84	08	Instrumentation & Controls	P&ID	GNV	008-N-6011	INSTRUMENTATION AND CONTROLS - P&ID DEGASIFIERS AND ODOR SCRUBBERS
85	08	Instrumentation & Controls	P&ID	GNV	008-N-6012	INSTRUMENTATION AND CONTROLS - P&ID RO CLEAN IN PLACE
86	08	Instrumentation & Controls	P&ID	GNV	008-N-6013	INSTRUMENTATION AND CONTROLS - P&ID CLEARWELL AND TRANSFER PUMP STATION
87	08	Instrumentation & Controls	P&ID	GNV	008-N-6014	INSTRUMENTATION AND CONTROLS - P&ID HIGH SERVICE PUMPS 5 AND 6 (PHASE 2) 20 MGD
88	09	Instrumentation & Controls	P&ID	GNV	008-N-6015	INSTRUMENTATION AND CONTROLS - P&ID HIGH SERVICE PUMPS 7 AND 8 (PHASE 3) 30 MGD
89	08	Instrumentation & Controls	P&ID	GNV	008-N-6015	INSTRUMENTATION AND CONTROLS - P&ID PLANT DRAIN / WASTE PUMP STATIONS
90	08	Instrumentation & Controls	P&ID	GNV	008-N-6016	INSTRUMENTATION AND CONTROLS - P&ID SCALE INHIBITOR STORAGE AND FEED SYSTEM
91	08	Instrumentation & Controls	P&ID	GNV	008-N-6017	INSTRUMENTATION AND CONTROLS - P&ID SULFURIC ACID STORAGE AND FEED SYSTEM
92	08	Instrumentation & Controls	P&ID	GNV	008-N-6018	INSTRUMENTATION AND CONTROLS - P&ID SODIUM HYPOCHLORITE STORAGE AND FEED SYSTEM
93	08	Instrumentation & Controls	P&ID	GNV	008-N-6019	INSTRUMENTATION AND CONTROLS - P&ID SODIUM HYDROXIDE STORAGE AND FEED SYSTEM
94	08	Instrumentation & Controls	P&ID	GNV	008-N-6020	INSTRUMENTATION AND CONTROLS - P&ID CORROSION INHIBITOR STORAGE AND FEED SYSTEM
95	08	Instrumentation & Controls	P&ID	GNV	008-N-6021	INSTRUMENTATION AND CONTROLS - P&ID AMMONIA STORAGE AND FEED SYSTEM
96	08	Instrumentation & Controls	P&ID	GNV	008-N-6022	INSTRUMENTATION AND CONTROLS - P&ID CARBON DIOXIDE STORAGE AND FEED SYSTEM
97	08	Instrumentation & Controls	P&ID	GNV	008-N-6023	INSTRUMENTATION AND CONTROLS - P&ID CARBON DIOXIDE FEED SYSTEM
98	08	Instrumentation & Controls	P&ID	GNV	008-N-6024	INSTRUMENTATION AND CONTROLS - P&ID AIR COMPRESSOR
99	08	Instrumentation & Controls	P&ID	GNV	008-N-6025	INSTRUMENTATION AND CONTROLS - P&ID DIESEL FUEL STORAGE TANK
100	08	Instrumentation & Controls	P&ID	GNV	008-N-6026	INSTRUMENTATION AND CONTROLS - P&ID DIESEL ENGINE GENERATOR AND FUELING SYSTEM
101	09	Instrumentation & Controls	P&ID	GNV	008-N-6027	INSTRUMENTATION AND CONTROLS - P&ID GROUND STORAGE TANKS
102	08	Instrumentation & Controls	P&ID	GNV	008-N-7001	INSTRUMENTATION AND CONTROLS - NETWORK DIAGRAM
103	08	Instrumentation & Controls	P&ID	GNV	008-N-7002	INSTRUMENTATION AND CONTROLS - NETWORK DIAGRAM

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PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
104	08	Instrumentation & Controls	P&ID	GNV	008-N-8003	INSTRUMENTATION AND CONTROLS - CONTROL SYSTEM ARCHITECTURE
105	08	Instrumentation & Controls	P&ID	GNV	008-N-8004	INSTRUMENTATION AND CONTROLS - P&ID EXISTING WELL NO. IW-1
106	08	Instrumentation & Controls	P&ID	GNV	008-N-8005	INSTRUMENTATION AND CONTROLS - P&ID EXISTING WELL NO. IW-2
107	08	Instrumentation & Controls	P&ID	GNV	008-N-8006	INSTRUMENTATION AND CONTROLS - P&ID EXISTING WELL NO. DZMW-1
108	08	Instrumentation & Controls	P&ID	GNV	008-N-8007	INSTRUMENTATION AND CONTROLS - INSTALLATION DETAILS
109	09	Instrumentation & Controls	P&ID	GNV	008-N-8008	INSTRUMENTATION AND CONTROLS - INSTALLATION DETAILS
	09			GNV		SECURITY
110	09	Security	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	009-N-7001	INSTRUMENTATION AND CONTROLS - INTERNAL SECURITY NETWORK DIAGRAM
111	09	Security	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	009-N-7002	INSTRUMENTATION AND CONTROLS - INTERNAL SECURITY NETWORK DIAGRAM
112	09	Security	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	009-N-7003	INSTRUMENTATION AND CONTROLS - INTERNAL SECURITY NETWORK DIAGRAM
113	09	Security	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	009-N-7004	INSTRUMENTATION AND CONTROLS - EXTERNAL SECURITY NETWORK DIAGRAM
114	09	Security	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	009-N-7005	INSTRUMENTATION AND CONTROLS - EXTERNAL SECURITY NETWORK DIAGRAM
115	09	Security	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	009-N-7006	INSTRUMENTATION AND CONTROLS - EXTERNAL SECURITY NETWORK DIAGRAM
	10			GNV		RW FLOWMETER
116	10	Structural	Plans (Horizontal Views)	GNV	010-S-201	STRUCTURAL - FLOW METER LOWER PLAN
117	10	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	010-S-301	STRUCTURAL - FLOW METER SECTIONS
118	10	Process Mechanical	Plans (Horizontal Views)	GNV	010-D-202	PROCESS MECHANICAL - FLOW METER PLAN AND SECTION
119	10	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	010-E-601	ELECTRICAL - FLOW METER RISER DIAGRAMS
	30			GNV		RO MEMBRANE AND ADMIN/OPS/ELECTRICAL BUILDING
120	30	Architecture	Plans (Horizontal Views)	GNV	030-A-2000	ARCHITECTURAL - RO BUILDING OVERALL FLOOR PLAN
121	30	Architecture	Plans (Horizontal Views)	GNV	030-A-201	ARCHITECTURAL - RO BUILDING FLOOR PLAN - - OPERATIONS AREA
122	30	Architecture	Plans (Horizontal Views)	GNV	030-A-202	ARCHITECTURAL - RO BUILDING FLOOR PLAN - - MEMBRANE AREA
123	30	Architecture	Plans (Horizontal Views)	GNV	030-A-203	ARCHITECTURAL - RO BUILDING REFLECTED CEILING PLAN - - OPERATIONS AREA
124	30	Architecture	Plans (Horizontal Views)	GNV	030-A-204	ARCHITECTURAL - RO BUILDING REFLECTED CEILING PLAN - - MEMBRANE AREA
125	30	Architecture	Plans (Horizontal Views)	GNV	030-A-2005	ARCHITECTURAL - RO BUILDING ROOF PLAN - - OPERATIONS AREA
126	30	Architecture	Plans (Horizontal Views)	GNV	030-A-2006	ARCHITECTURAL - RO BUILDING ROOF PLAN - - MEMBRANE AREA
127	30	Architecture	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-A-2007	ARCHITECTURAL - RO BUILDING ENLARGED RESTROOM PLAN, RCP & ELEVATIONS
128	30	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-A-2008	ARCHITECTURAL - RO BUILDING INTERIOR ELEVATIONS
129	30	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-A-3000	ARCHITECTURAL - RO BUILDING OVERALL EXTERIOR ELEVATIONS
130	30	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-A-301	ARCHITECTURAL - RO BUILDING EXTERIOR ELEVATIONS - NORTH & EAST
131	30	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-A-302	ARCHITECTURAL - RO BUILDING EXTERIOR ELEVATIONS - SOUTH & WEST
132	30	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-A-303	ARCHITECTURAL - RO BUILDING SECTIONS AND WALL SECTIONS
133	30	Architecture	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-A-4000	ARCHITECTURAL - RO BUILDING ISOMETRIC VIEWS
134	30	Architecture	Details (includes Standard Details)	GNV	030-A-4001	ARCHITECTURAL - RO BUILDING DOOR SCHEDULE AND DETAILS
135	30	Architecture		GNV	030-A-4002	ARCHITECTURAL - RO BUILDING WINDOW LOUVER AND FINISH SCHEDULE
136	30	Architecture	Details (includes Standard Details)	GNV	030-A-5000	ARCHITECTURAL - RO BUILDING CMU OPENING DETAILS
137	30	Architecture	Details (includes Standard Details)	GNV	030-A-5001	ARCHITECTURAL - RO BUILDING ROOF DETAILS
138	30	Architecture	Details (includes Standard Details)	GNV	030-A-5002	ARCHITECTURAL - RO BUILDING LOCKER & SHOWER DETAILS
139	30	Architecture	Details (includes Standard Details)	GNV	030-A-5003	ARCHITECTURAL - RO BUILDING SINGLE PLY ROOF DETAILS
140	30	Architecture	Details (includes Standard Details)	GNV	030-A-5004	ARCHITECTURAL - RO BUILDING SHOWER AND LOCKER DETAILS
141	30	Architecture	Details (includes Standard Details)	GNV	030-A-5005	ARCHITECTURAL - RO BUILDING CABINET DETAILS
142	30	Architecture		GNV	030-A-6000	ARCHITECTURAL - RO BUILDING PARTITION TYPES
143	30	Structural	Plans (Horizontal Views)	GNV	030-S-201	STRUCTURAL - RO MEMBRANE BUILDING OVERALL FOUNDATION PLAN
144	30	Structural	Plans (Horizontal Views)	GNV	030-S-202	STRUCTURAL - RO MEMBRANE BUILDING FOUNDATION PLAN OPERATIONS AREA
145	30	Structural	Plans (Horizontal Views)	GNV	030-S-203	STRUCTURAL - RO MEMBRANE BUILDING FOUNDATION PLAN - MEMBRANE AREA
146	30	Structural	Plans (Horizontal Views)	GNV	030-S-2101	STRUCTURAL - RO MEMBRANE BUILDING OVERALL FLOOR PLAN
147	30	Structural	Plans (Horizontal Views)	GNV	030-S-2102	STRUCTURAL - RO MEMBRANE BUILDING FLOOR PLAN - OPERATIONS AREA
148	30	Structural	Plans (Horizontal Views)	GNV	030-S-2103	STRUCTURAL - RO MEMBRANE BUILDING FLOOR PLAN - MEMBRANE AREA
149	30	Structural	Plans (Horizontal Views)	GNV	030-S-2202	STRUCTURAL - RO MEMBRANE BUILDING BRIDGE CRANE PLAN
150	30	Structural	Plans (Horizontal Views)	GNV	030-S-2301	STRUCTURAL - RO MEMBRANE BUILDING OVERALL ROOF PLAN
151	30	Structural	Plans (Horizontal Views)	GNV	030-S-2302	STRUCTURAL - RO MEMBRANE BUILDING ROOF PLAN - OPERATIONS AREA
152	30	Structural	Plans (Horizontal Views)	GNV	030-S-2303	STRUCTURAL - RO MEMBRANE BUILDING ROOF PLAN - MEMBRANE AREA
153	30	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-S-301	STRUCTURAL - RO MEMBRANE BUILDING SECTION

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Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
154	30	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-S-302	STRUCTURAL - RO MEMBRANE BUILDING SECTION
155	30	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-S-303	STRUCTURAL - RO MEMBRANE BUILDING SECTIONS
156	30	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-S-3004	STRUCTURAL - RO MEMBRANE BUILDING SECTION
157	30	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-S-3005	STRUCTURAL - RO MEMBRANE BUILDING SECTIONS
158	30	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-S-3006	STRUCTURAL - RO MEMBRANE BUILDING SECTIONS
159	30	Structural	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-S-4001	STRUCTURAL - RO MEMBRANE BUILDING ENLARGED FOUNDATION PLAN
160	30	Structural	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-S-4002	STRUCTURAL - RO MEMBRANE BUILDING ENLARGED FLOOR AND
161	30	Structural		GNV	030-S-5001	STRUCTURAL - RO MEMBRANE BUILDING COMPONENT AND CLADDING
162	30	Structural	Details (includes Standard Details)	GNV	030-S-5002	STRUCTURAL - RO MEMBRANE BUILDING FOOTING AND PIER DETAILS AND SCHEDULES
163	30	Structural	Details (includes Standard Details)	GNV	030-S-5003	STRUCTURAL - RO MEMBRANE BUILDING DETAILS
164	30	Architecture	Plans (Horizontal Views)	GNV	030-FA-2000	FIRE ALARM - RO BUILDING OVERALL FLOOR PLAN
165	30	Fire Protection	Plans (Horizontal Views)	GNV	030-FA-201	FIRE ALARM - RO BUILDING FLOOR PLAN - MEMBRANE AREA
166	30	Fire Protection	Plans (Horizontal Views)	GNV	030-FA-202	FIRE ALARM - RO BUILDING FLOOR PLAN - OPERATIONS AREA
167	30	Fire Protection	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-FA-501	FIRE ALARM - RISER DIAGRAM AND SEQUENCE OF OPERATIONS
168	30	Fire Protection	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-FS-200	FIRE ALARM - RISER DIAGRAM AND SEQUENCE OF OPERATIONS
169	30	Fire Protection	Plans (Horizontal Views)	GNV	030-FS-201	FIRE SUPPRESSION - RO BUILDING FLOOR PLAN - MEMBRANE AREA
170	30	Fire Protection	Plans (Horizontal Views)	GNV	030-FS-202	FIRE SUPPRESSION - RO BUILDING FLOOR PLAN - MEMBRANE AREA
171	30	Fire Protection	Plans (Horizontal Views)	GNV	030-FS-401	FIRE SUPPRESSION - RO BUILDING FLOOR PLAN - OPERATIONS AREA
172	30	Plumbing	Plans (Horizontal Views)	GNV	030-P-201	PLUMBING - RO BUILDING UNDERGROUND OVERALL FLOOR PLAN
173	30	Plumbing	Plans (Horizontal Views)	GNV	030-P-202	PLUMBING - RO BUILDING UNDERGROUND OVERALL FLOOR PLAN
174	30	Plumbing	Plans (Horizontal Views)	GNV	030-P-203	PLUMBING - RO BUILDING UNDERGROUND PLAN - MEMBRANE AREA
175	30	Plumbing	Plans (Horizontal Views)	GNV	030-P-204	PLUMBING - RO BUILDING UNDERGROUND - OPERATIONS AREA FLOOR PLAN
176	30	Plumbing	Plans (Horizontal Views)	GNV	030-P-205	PLUMBING - RO BUILDING FLOOR PLAN - MEMBRANE AREA
177	30	Plumbing	Plans (Horizontal Views)	GNV	030-P-206	PLUMBING - RO BUILDING - OPERATIONS AREA FLOOR PLAN
178	30	Plumbing	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-P-207	PLUMBING - RO BUILDING - OPERATIONS AREA ENLARGED FLOOR PLAN
179	30	Plumbing	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-P-500	PLUMBING - RO BUILDING SANITARY ISOMETRIC DIAGRAM
180	30	Plumbing	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-P-501	PLUMBING - RO BUILDING WATER ISOMETRIC DIAGRAM
181	30	Plumbing	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-P-502	PLUMBING - RO BUILDING ENLARGED WATER ISOMETRIC
182	30	Plumbing	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-P-601	PLUMBING - RO BUILDING PLUMBING SCHEDULES
183	30	Process Mechanical	Plans (Horizontal Views)	GNV	030-D-201	PROCESS MECHANICAL - RO MEMBRANE BUILDING OVERALL PLAN
184	30	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-D-202	PROCESS MECHANICAL - RO MEMBRANE BUILDING ISOMETRIC
185	30	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-D-203	PROCESS MECHANICAL - RO MEMBRANE BUILDING ISOMETRIC
186	30	Process Mechanical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-D-204	PROCESS MECHANICAL - RO MEMBRANE BUILDING ENLARGED PLANS
187	30	Process Mechanical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-D-205	PROCESS MECHANICAL - RO MEMBRANE BUILDING ENLARGED PLANS
188	30	Process Mechanical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-D-206	PROCESS MECHANICAL - RO MEMBRANE BUILDING ENLARGED PLANS
189	30	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-D-207	PROCESS MECHANICAL - CIP CHEMICAL MIX TANK AND EDUCTOR SYSTEM ISOMETRIC
190	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-301	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
191	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-302	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
192	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-303	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTION
193	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-304	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
194	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-305	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
195	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-306	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
196	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-307	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
197	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-308	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
198	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-309	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
199	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-310	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
200	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-311	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
201	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-312	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
202	30	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-313	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
203	30	HVAC	Plans (Horizontal Views)	GNV	030-M-200	MECHANICAL - RO BUILDING OVERALL FLOOR PLAN
204	30	HVAC	Plans (Horizontal Views)	GNV	030-M-201	MECHANICAL - RO BUILDING FLOOR PLAN - MEMBRANE AREA
205	30	HVAC	Plans (Horizontal Views)	GNV	030-M-202	MECHANICAL - RO BUILDING FLOOR PLAN - OPERATIONS AREA
206	30	HVAC	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-M-301	MECHANICAL - RO BUILDING SECTIONS

City of Port St Lucie Discovery RO WTF - 20 MGD Capacity

PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
207	30	HVAC	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-M-302	MECHANICAL - RO BUILDING SECTIONS
208	30	HVAC	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-M-401	MECHANICAL - RO BUILDING ENLARGED PLAN AND SECTIONS
209	30	HVAC	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-M-501	MECHANICAL - RO BUILDING SCHEDULES
210	30	HVAC	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-M-502	MECHANICAL - RO BUILDING SCHEDULES
211	30	HVAC	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-M-601	MECHANICAL - RO BUILDING SEQUENCE OF OPERATION, PANEL FACE DESIGN
212	30	Electrical	Plans (Horizontal Views)	GNV	030-E-200	ELECTRICAL - RO BUILDING OVERALL PLAN
213	30	Electrical	Plans (Horizontal Views)	GNV	030-E-201	ELECTRICAL - RO BUILDING POWER PLAN - MEMBRANE AREA
214	30	Electrical	Plans (Horizontal Views)	GNV	030-E-202	ELECTRICAL - RO BUILDING LIGHTING PLAN - MEMBRANE AREA
215	30	Electrical	Plans (Horizontal Views)	GNV	030-E-203	ELECTRICAL - RO BUILDING POWER PLAN - OPERATIONS AREA
216	30	Electrical	Plans (Horizontal Views)	GNV	030-E-204	ELECTRICAL - RO BUILDING LIGHTING PLAN - OPERATIONS AREA
217	30	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-E-401	ELECTRICAL - RO BUILDING ENLARGED LIGHTING PLAN - OPERATIONS AREA
218	30	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-E-402	ELECTRICAL - RO BUILDING LIGHTING ENLARGED PLAN - OPERATIONS AREA
219	30	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-E-403	ELECTRICAL - RO BUILDING ENLARGED POWER PLAN - MEMBRANE AREA
220	30	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-E-601	ELECTRICAL - RO BUILDING RISER DIAGRAMS
221	30	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-E-602	ELECTRICAL - RO BUILDING RISER DIAGRAMS
222	30	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-E-603	ELECTRICAL - RO BUILDING RISER DIAGRAMS
223	30	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-E-604	ELECTRICAL - RO BUILDING RISER DIAGRAMS
224	30	Instrumentation & Controls	Plans (Horizontal Views)	GNV	030-N-201	INSTRUMENTATION AND CONTROL - RO BUILDING SECURITY PLAN - RO
225	30	Instrumentation & Controls	Plans (Horizontal Views)	GNV	030-N-202	INSTRUMENTATION AND CONTROL - RO BUILDING SECURITY PLAN - OPERATIONS AREA
226	30	Instrumentation & Controls	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-N-203	INSTRUMENTATION AND CONTROL - RO BUILDING SECURITY SECTIONS
227	30	Instrumentation & Controls	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-N-204	INSTRUMENTATION AND CONTROL - RO BUILDING SECURITY SECTIONS
	40			GNV		POST TREATMENT CHEMICAL FACILITY (CO2/NaOH/Ca(OH)2 & PO4)
228	40	Architecture	Plans (Horizontal Views)	GNV	040-A-203	ARCHITECTURAL - POST TREATMENT BUILDING OVERALL FLOOR PLAN
229	40	Architecture	Plans (Horizontal Views)	GNV	040-A-204	ARCHITECTURAL - POST TREATMENT BUILDING ROOF PLAN
230	40	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-A-301	ARCHITECTURAL - POST TREATMENT BUILDING INTERIOR ELEVATIONS
231	40	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-A-302	ARCHITECTURAL - POST TREATMENT BUILDING EXTERIOR ELEVATIONS
232	40	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-A-304	ARCHITECTURAL - POST TREATMENT BUILDING SECTIONS AND WALL SECTIONS
233	40	Architecture	Details (includes Standard Details)	GNV	040-A-401	ARCHITECTURAL - POST TREATMENT BUILDING DOOR SCHEDULE AND DETAILS
234	40	Architecture	Details (includes Standard Details)	GNV	040-A-402	ARCHITECTURAL - POST TREATMENT BUILDING - STANDARD DETAILS
235	40	Architecture	Details (includes Standard Details)	GNV	040-A-403	ARCHITECTURAL - POST TREATMENT BUILDING - STANDARD DETAILS
236	40	Structural	Plans (Horizontal Views)	GNV	040-S-201	STRUCTURAL - POST TREATMENT BUILDING FOUNDATION PLAN
237	40	Structural	Plans (Horizontal Views)	GNV	040-S-202	STRUCTURAL - POST TREATMENT BUILDING FLOOR PLAN
238	40	Structural	Plans (Horizontal Views)	GNV	040-S-203	STRUCTURAL - POST TREATMENT BUILDING ROOF PLAN
239	40	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-S-301	STRUCTURAL - POST TREATMENT BUILDING SECTION
240	40	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-S-302	STRUCTURAL - POST TREATMENT BUILDING SECTION
241	40	Structural	Details (includes Standard Details)	GNV	040-S-401	STRUCTURAL - POST TREATMENT BUILDING DETAILS
242	40	Structural	Details (includes Standard Details)	GNV	040-S-402	STRUCTURAL - POST TREATMENT BUILDING DETAILS
243	40	Process Mechanical	Plans (Horizontal Views)	GNV	040-D-201	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS PLANS
244	40	Process Mechanical	Plans (Horizontal Views)	GNV	040-D-202	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS PLANS
245	40	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-D-301	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS SECTIONS
246	40	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-D-302	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS SECTIONS
247	41	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-D-303	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS SECTIONS
248	42	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-D-304	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS SECTIONS
249	40	HVAC	Plans (Horizontal Views)	GNV	040-M-201	MECHANICAL - POST TREATMENT FLOOR PLAN
250	40	HVAC	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-M-301	MECHANICAL - POST TREATMENT SECTIONS
251	40	HVAC	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	040-M-401	MECHANICAL - POST TREATMENT SCHEDULES
252	40	Electrical	Plans (Horizontal Views)	GNV	040-E-201	ELECTRICAL - POST TREATMENT BUILDING POWER PLAN
253	40	Electrical	Plans (Horizontal Views)	GNV	040-E-202	ELECTRICAL - POST TREATMENT BUILDING POWER PLAN
254	40	Electrical	Plans (Horizontal Views)	GNV	040-E-203	ELECTRICAL - POST TREATMENT BUILDING LIGHTING PLAN
255	40	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	040-E-601	ELECTRICAL - POST TREATMENT BUILDING RISER DIAGRAMS
	60			GNV		CO2 STORAGE TANK
256	60	Structural	Plans (Horizontal Views)	GNV	060-S-201	STRUCTURAL - CO2 STORAGE SYSTEM PLAN AND SECTION
257	60	Process Mechanical	Plans (Horizontal Views)	GNV	060-D-201	PROCESS MECHANICAL - CO2 STORAGE SYSTEMS PLAN

City of Port St Lucie Discovery RO WTF - 20 MGD Capacity

PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
258	60	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	060-D-301	PROCESS MECHANICAL - CO2 STORAGE SYSTEMS SECTIONS
259	60	Electrical	Plans (Horizontal Views)	GNV	060-E-201	ELECTRICAL - CO2 STORAGE SYSTEMS POWER PLAN
260	60	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	060-E-601	ELECTRICAL - CO2 STORAGE SYSTEMS RISER DIAGRAMS
	62			GNV		EXISTING CHLORINE AND AMONIA BUILDING - MODIFICATIONS (REPURPOSE FOR STORAGE)
261	62	Architecture	Plans (Horizontal Views)	GNV	065-A-201	EXISTING CHLORINE AND AMONIA BUILDING_ PLAN MODIFICATIONS
262	62	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-A-301	EXISTING CHLORINE AND AMONIA BUILDING_ SECTION MODIFICATIONS
263	63	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-A-302	EXISTING CHLORINE AND AMONIA BUILDING_ SECTION DETAILS
264	64	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-A-303	EXISTING CHLORINE AND AMONIA BUILDING_ SECTION DETAILS
265	62	Structural	Plans (Horizontal Views)	GNV	065-S-201	EXISTING CHLORINE AND AMONIA BUILDING_ PLAN MODIFICATIONS
266	62	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-S-301	EXISTING CHLORINE AND AMONIA BUILDING_ SECTION MODIFICATIONS
267	62	Process Mechanical	Plans (Horizontal Views)	GNV	065-D-201	EXISTING CHLORINE AND AMONIA BUILDING_ PLAN MODIFICATIONS
268	62	HVAC	Plans (Horizontal Views)	GNV	065-M-201	EXISTING CHLORINE AND AMONIA BUILDING_ PLAN MODIFICATIONS
269	62	HVAC	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-M-301	EXISTING CHLORINE AND AMONIA BUILDING_ SECTION MODIFICATIONS
270	62	Electrical	Plans (Horizontal Views)	GNV	065-E-201	EXISTING CHLORINE AND AMONIA BUILDING_ POWER PLAN MODIFICATIONS
271	62	Electrical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-E-601	EXISTING CHLORINE AND AMONIA BUILDING_ RISER DIAGRAM
	65			GNV		NEW SODIUM HYPOCHLORIED AND FEED FACILITY
272	65	Architecture	Plans (Horizontal Views)	GNV	065-A-201	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - PLAN
273	65	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-A-301	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - ELEVATION
274	65	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-A-302	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION
275	66	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-A-303	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION DETAILS
276	65	Structural	Plans (Horizontal Views)	GNV	065-S-201	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - FOUNDATION PLAN
277	65	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-S-301	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION DETAILS
278	65	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-S-302	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION DETAILS
279	65	Process Mechanical	Plans (Horizontal Views)	GNV	065-D-201	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - PLAN
280	65	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-D-301	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION
281	65	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-D-302	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION
282	66	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-D-303	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION DETAILS
283	67	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-D-304	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - SECTION DETAILS
284	65	Plumbing	Plans (Horizontal Views)	GNV	065-M-201	NEW SODIUM HYPOCHLORIED AND FEED FACILITY
285	65	Plumbing	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	065-M-301	NEW SODIUM HYPOCHLORIED AND FEED FACILITY
286	65	Electrical	Plans (Horizontal Views)	GNV	065-E-201	NEW SODIUM HYPOCHLORIED AND FEED FACILITY - LIGHTING PLAN
287	65	Electrical	Plans (Horizontal Views)	GNV	065-E-202	NEW SODIUM HYPOCHLORIED AND FEED FACILITY RISER DIAGRAM
	70			GNV		DEGASIFIER AND ODOR CONTROL & CLEARWELL/TRANSFER PUMPS
288	70	Structural	Plans (Horizontal Views)	GNV	070-S-201	STRUCTURAL - DEGASIFIER AND ODOR CONTROL PLAN AND SECTION
289	70	Structural	Plans (Horizontal Views)	GNV	070-S-202	STRUCTURAL - DEGASIFIER AND ODOR CONTROL PLAN AND SECTION
290	70	Structural	Plans (Horizontal Views)	GNV	070-S-203	STRUCTURAL - CLEARWELL AND TRANSFER PUMP STATION FOUNDATION PLAN
291	70	Structural	Plans (Horizontal Views)	GNV	070-S-204	STRUCTURAL - CLEARWELL AND TRANSFER PUMP STATION TOP PLAN
292	70	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-S-301	STRUCTURAL - CLEARWELL AND TRANSFER PUMP STATION SECTIONS
293	70	Process Mechanical	Plans (Horizontal Views)	GNV	070-D-201	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER PLAN
294	70	Process Mechanical	Plans (Horizontal Views)	GNV	070-D-202	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER PLAN
295	70	Process Mechanical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	070-D-203	PROCESS MECHANICAL - ODOR CONTROL SUMP ENLARGED PLAN
296	70	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-301	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER SECTION
297	70	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-302	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER SECTION
298	70	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-303	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER SECTION
299	70	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-304	PROCESS MECHANICAL - ODOR CONTROL SUMP SECTIONS
300	70	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	070-D-401	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER ISOMETRIC
301	70	Process Mechanical	Plans (Horizontal Views)	GNV	070-D-201	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION PLAN
302	70	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	070-D-202	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION ISOMETRIC
303	70	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-301	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION SECTIONS
304	70	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-302	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION SECTIONS
305	70	Electrical	Plans (Horizontal Views)	GNV	070-E-200	ELECTRICAL - OVERALL DEGASIFIER/SCRUBBER PLAN
306	70	Electrical	Plans (Horizontal Views)	GNV	070-E-201	ELECTRICAL - DEGASIFIER AND ODOR CONTROL POWER PLAN
307	70	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	070-E-601	ELECTRICAL - DEGASIFIER/SCRUBBER RISER DIAGRAMS

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PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
308	70	Electrical	Plans (Horizontal Views)	GNV	070-E-201	ELECTRICAL CLEARWELL & TRANSFER PUMP STATION POWER PLAN
309	70	Electrical	Plans (Horizontal Views)	GNV	070-E-202	ELECTRICAL CLEARWELL & TRANSFER PUMP STATION LIGHTING PLAN
310	70	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	070-E-601	ELECTRICAL CLEARWELL & TRANSFER PUMP STATION RISER DIAGRAMS
	80			GNV		ELECTRICAL BUILDING
311	80	Structural	Plans (Horizontal Views)	GNV	080-S-201	STRUCTURAL - ELECTRICAL BUILDING FOUNDATION PLAN
312	80	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	080-S-301	STRUCTURAL - ELECTRICAL BUILDING SECTION
313	80	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	080-S-302	STRUCTURAL - ELECTRICAL BUILDING SECTION
314	80	Architecture	Plans (Horizontal Views)	GNV	080-A-200	ARCHITECTURAL - ELECTRICAL BUILDING FLOOR PLAN
315	80	Architecture	Plans (Horizontal Views)	GNV	080-A-201	ARCHITECTURAL - ELECTRICAL BUILDING ROOF PLAN
316	80	Architecture	Plans (Horizontal Views)	GNV	080-A-202	ARCHITECTURAL - ELECTRICAL BUILDING REFLECTED CEILING PLAN
317	80	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	080-A-300	ARCHITECTURAL - ELECTRICAL BUILDING EXTERIOR ELEVATIONS
318	80	Architecture	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	080-A-301	ARCHITECTURAL - ELECTRICAL BUILDING SECTIONS AND WALL SECTIONS
319	80	Architecture	3D Representations (Isometrics, Perspectives, photos, images)	GNV	080-A-400	ARCHITECTURAL - ELECTRICAL BUILDING ISOMETRIC VIEWS
320	80	Architecture	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	080-A-401	ARCHITECTURAL - ELECTRICAL BUILDING DOOR LOUVER AND FINISH SCHEDULE
321	80	Architecture	Details (includes Standard Details)	GNV	080-A-500	ARCHITECTURAL - ELECTRICAL BUILDING DETAILS
322	80	Plumbing	Plans (Horizontal Views)	GNV	080-P-201	PLUMBING - BUILDING FLOOR PLAN
323	80	HVAC	Plans (Horizontal Views)	GNV	080-M-201	MECHANICAL - ELECTRICAL BUILDING FLOOR PLAN
324	80	HVAC	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	080-M-301	MECHANICAL - ELECTRICAL BUILDING SECTIONS
325	80	HVAC	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	080-M-501	MECHANICAL - ELECTRICAL BUILDING SCHEDULES
326	80	Electrical	Plans (Horizontal Views)	GNV	080-E-201	ELECTRICAL - ELECTRICAL BUILDING POWER PLAN
327	80	Electrical	Plans (Horizontal Views)	GNV	080-E-202	ELECTRICAL - ELECTRICAL BUILDING LIGHTING PLAN
328	80	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	080-E-601	ELECTRICAL - ELECTRICAL BUILDING RISER DIAGRAMS
	85			GNV		GROUND STORAGE TANK
329	85	Structural	Plans (Horizontal Views)	GNV	085-S-201	STRUCTURAL - GST FOUNDATION PLAN
330	85	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	085-S-202	STRUCTURAL - GST FOUNDATION SECTION
331	85	Process Mechanical	Plans (Horizontal Views)	GNV	085-D-201	PROCESS MECHANICAL - GST PLAN
332	85	Process Mechanical	Plans (Horizontal Views)	GNV	085-D-202	PROCESS MECHANICAL - GST PLAN
333	85	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	085-D-301	PROCESS MECHANICAL - GST SECTION
334	85	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	085-D-302	PROCESS MECHANICAL - GST SECTION
335	86	Electrical	Plans (Horizontal Views)	GNV	085-E-201	PROCESS MECHANICAL - POWER PLAN
	90			GNV		GENERATOR (EXISTING) AND DIESEL FUEL STORAGE (NEW)
336	90	Structural	Plans (Horizontal Views)	GNV	090-S-201	STRUCTURAL - DIESEL FUEL STORAGE PLAN AND SECTION
337	90	Structural	Plans (Horizontal Views)	GNV	090-S-202	STRUCTURAL - GENERATOR EXISTING BUILDING FLOOR PLAN AND SECTION
338	90	Process Mechanical	Plans (Horizontal Views)	GNV	090-D-201	PROCESS MECHANICAL - DIESEL ENGINE GENERATOR AND DAY TANK PLAN
339	90	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	090-D-202	PROCESS MECHANICAL - DIESEL ENGINE GENERATOR AND DAY TANK ISOMETRIC
340	90	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	090-D-301	PROCESS MECHANICAL - DIESEL ENGINE GENERATOR AND DAY TANK SECTION
341	90	HVAC	Plans (Horizontal Views)	GNV	090-M-201	MECHANICAL - GENERATOR EXISTING BUILDING FLOOR PLAN AND SECTION
342	90	Electrical	Plans (Horizontal Views)	GNV	090-E-201	ELECTRICAL - GENERATOR POWER PLAN
343	90	Electrical	Plans (Horizontal Views)	GNV	090-E-202	ELECTRICAL - DIESEL FUEL TANK POWER PLAN
344	90	Electrical	Plans (Horizontal Views)	GNV	090-E-202	ELECTRICAL - GENERATOR RISER DIAGRAM
345	90	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	090-E-601	ELECTRICAL - DIESEL FUEL BULK TANKS RISER DIAGRAMS
	95			GNV		ELECTRICAL ONE LINES
346	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-601	ELECTRICAL - FUNCTIONAL BLOCK DIAGRAM
347	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-602	ELECTRICAL - RO-SWGR-1 ONE-LINE DIAGRAM
348	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-603	ELECTRICAL - EXISTING OVERALL ELECTRICAL ONE-LINE DIAGRAM DEMOLITION
349	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-604	ELECTRICAL - EXISTING OVERALL ELECTRICAL ONE-LINE DIAGRAM MODIFICATIONS
350	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-605	ELECTRICAL - RO-MCC-1A ONE-LINE DIAGRAM
351	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-606	ELECTRICAL - RO-MCC-1B ONE-LINE DIAGRAM
352	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-607	ELECTRICAL - TPS-MCC-1 ONE-LINE DIAGRAM
353	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-608	ELECTRICAL - MOTOR CONTROL DIAGRAMS
354	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-609	ELECTRICAL - MOTOR CONTROL DIAGRAMS
355	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-610	ELECTRICAL - MOTOR CONTROL DIAGRAMS
356	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-611	ELECTRICAL - MOTOR CONTROL DIAGRAMS

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PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
357	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-612	ELECTRICAL - MOTOR CONTROL DIAGRAMS
358	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-613	ELECTRICAL - OVERALL POWER RISER DIAGRAM
359	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-614	ELECTRICAL - SCADA NETWORK OVERALL RISER DIAGRAM
360	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-615	ELECTRICAL - SECURITY NETWORK OVERALL RISER DIAGRAM
361	95	Electrical	Details (includes Standard Details)	GNV	095-E-616	ELECTRICAL - LIGHTING SCHEDULE AND DETAIL
362	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-617	ELECTRICAL - PANELBOARD SCHEDULE
363	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-618	ELECTRICAL - PANELBOARD SCHEDULE
364	95	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-619	ELECTRICAL - PANELBOARD SCHEDULES
365	99	Civil	Details (includes Standard Details)	GNV	099-SD-101	STANDARD DETAILS
366	99	Civil	Details (includes Standard Details)	GNV	099-SD-102	STANDARD DETAILS
367	99	Civil	Details (includes Standard Details)	GNV	099-SD-103	STANDARD DETAILS
368	99	Civil	Details (includes Standard Details)	GNV	099-SD-104	STANDARD DETAILS
369	99	Civil	Details (includes Standard Details)	GNV	099-SD-105	STANDARD DETAILS
370	99	Civil	Details (includes Standard Details)	GNV	099-SD-106	STANDARD DETAILS
371	99	Process Mechanical	Details (includes Standard Details)	GNV	099-SD-107	STANDARD DETAILS
372	99	Process Mechanical	Details (includes Standard Details)	GNV	099-SD-108	STANDARD DETAILS
373	99	Process Mechanical	Details (includes Standard Details)	GNV	099-SD-109	STANDARD DETAILS
374	99	Process Mechanical	Details (includes Standard Details)	GNV	099-SD-110	STANDARD DETAILS
375	99	Process Mechanical	Details (includes Standard Details)	GNV	099-SD-111	STANDARD DETAILS
376	99	Process Mechanical	Details (includes Standard Details)	GNV	099-SD-112	STANDARD DETAILS
377	99	Structural	Details (includes Standard Details)	GNV	099-SD-113	STANDARD DETAILS
378	99	Structural	Details (includes Standard Details)	GNV	099-SD-114	STANDARD DETAILS
379	99	Structural	Details (includes Standard Details)	GNV	099-SD-115	STANDARD DETAILS
380	99	Structural	Details (includes Standard Details)	GNV	099-SD-116	STANDARD DETAILS
381	99	Structural	Details (includes Standard Details)	GNV	099-SD-117	STANDARD DETAILS
382	99	Structural	Details (includes Standard Details)	GNV	099-SD-118	STANDARD DETAILS
383	99	Structural	Details (includes Standard Details)	GNV	099-SD-119	STANDARD DETAILS
384	99	Structural	Details (includes Standard Details)	GNV	099-SD-120	STANDARD DETAILS
385	99	Electrical	Details (includes Standard Details)	GNV	099-SD-121	STANDARD DETAILS
386	99	Electrical	Details (includes Standard Details)	GNV	099-SD-122	STANDARD DETAILS
387	99	Electrical	Details (includes Standard Details)	GNV	099-SD-123	STANDARD DETAILS
388	99	Electrical	Details (includes Standard Details)	GNV	099-SD-124	STANDARD DETAILS
389	99	Electrical	Details (includes Standard Details)	GNV	099-SD-125	STANDARD DETAILS
390	99	Electrical	Details (includes Standard Details)	GNV	099-SD-126	STANDARD DETAILS
391	99	Instrumentation & Controls	Details (includes Standard Details)	GNV	099-SD-121	STANDARD DETAILS
392	99	Instrumentation & Controls	Details (includes Standard Details)	GNV	099-SD-122	STANDARD DETAILS
393	99	Instrumentation & Controls	Details (includes Standard Details)	GNV	099-SD-123	STANDARD DETAILS
394	99	Instrumentation & Controls	Details (includes Standard Details)	GNV	099-SD-124	STANDARD DETAILS
395	99	Instrumentation & Controls	Details (includes Standard Details)	GNV	099-SD-125	STANDARD DETAILS
396	99	Instrumentation & Controls	Details (includes Standard Details)	GNV	099-SD-126	STANDARD DETAILS
				GNV		CO2 STORAGE TANK (PHASE 2)
397	60P2	Structural	Plans (Horizontal Views)	GNV	060-S-201	STRUCTURAL - CO2 STORAGE SYSTEM PLAN AND SECTION
398	60P2	Process Mechanical	Plans (Horizontal Views)	GNV	060-D-201	PROCESS MECHANICAL - CO2 STORAGE SYSTEMS PLAN
399	60P2	Process Mechanical	Elevations and Sections (Vertical views, Sectional views, Wall Sections)	GNV	060-D-301	PROCESS MECHANICAL - CO2 STORAGE SYSTEMS SECTIONS
400	60P2	Electrical	Plans (Horizontal Views)	GNV	060-E-201	ELECTRICAL - CO2 STORAGE SYSTEMS POWER PLAN
401	60P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	060-E-601	ELECTRICAL - CO2 STORAGE SYSTEMS RISER DIAGRAMS
				GNV		DEGASIFIER AND ODOR CONTROL & CLEARWELL/TRANSFER PUMPS (PHASE 2)
402	70P2	Structural	Plans (Horizontal Views)	GNV	070-S-201	STRUCTURAL - DEGASIFIER AND ODOR CONTROL PLAN AND SECTION
403	70P2	Structural	Plans (Horizontal Views)	GNV	070-S-202	STRUCTURAL - DEGASIFIER AND ODOR CONTROL PLAN AND SECTION
404	70P2	Structural	Plans (Horizontal Views)	GNV	070-S-203	STRUCTURAL - CLEARWELL AND TRANSFER PUMP STATION FOUNDATION PLAN
405	70P2	Structural	Plans (Horizontal Views)	GNV	070-S-204	STRUCTURAL - CLEARWELL AND TRANSFER PUMP STATION TOP PLAN

City of Port St Lucie Discovery RO WTF - 20 MGD Capacity

PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
406	70P2	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-S-301	STRUCTURAL - CLEARWELL AND TRANSFER PUMP STATION SECTIONS
407	70P2	Process Mechanical	Plans (Horizontal Views)	GNV	070-D-201	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER PLAN
408	70P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-301	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER SECTION
409	70P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-302	PROCESS MECHANICAL - DEGASIFIER/SCRUBBER SECTION
410	70P2	Process Mechanical	Plans (Horizontal Views)	GNV	070-D-201	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION PLAN
411	70P2	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	070-D-202	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION ISOMETRIC
412	70P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-301	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION SECTIONS
413	70P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	070-D-302	PROCESS MECHANICAL - CLEARWELL & TRANSFER PUMP STATION SECTIONS
414	70P2	Electrical	Plans (Horizontal Views)	GNV	070-E-2000	ELECTRICAL - OVERALL DEGASIFIER/SCRUBBER PLAN
415	70P2	Electrical	Plans (Horizontal Views)	GNV	070-E-201	ELECTRICAL - DEGASIFIER AND ODOR CONTROL POWER PLAN
416	70P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	070-E-601	ELECTRICAL - DEGASIFIER/SCRUBBER RISER DIAGRAMS
417	70P2	Electrical	Plans (Horizontal Views)	GNV	070-E-201	ELECTRICAL CLEARWELL & TRANSFER PUMP STATION POWER PLAN
418	70P2	Electrical	Plans (Horizontal Views)	GNV	070-E-202	ELECTRICAL CLEARWELL & TRANSFER PUMP STATION LIGHTING PLAN
419	70P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	070-E-601	ELECTRICAL CLEARWELL & TRANSFER PUMP STATION RISER DIAGRAMS
				GNV		GROUND STORAGE TANK (PHASE 2)
420	85P2	Structural	Plans (Horizontal Views)	GNV	085-S-201	STRUCTURAL - GST FOUNDATION PLAN
421	85P2	Structural	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	085-S-202	STRUCTURAL - GST FOUNDATION SECTION
422	85P2	Process Mechanical	Plans (Horizontal Views)	GNV	085-D-201	PROCESS MECHANICAL - GST PLAN
423	85P2	Process Mechanical	Plans (Horizontal Views)	GNV	085-D-202	PROCESS MECHANICAL - GST PLAN
424	85P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	085-D-301	PROCESS MECHANICAL - GST SECTION
425	85P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	085-D-302	PROCESS MECHANICAL - GST SECTION
426		Electrical	Plans (Horizontal Views)	GNV	085-E-201	PROCESS MECHANICAL - POWER PLAN
				GNV		RO MEMBRANE AND ADMIN/OPS/ELECTRICAL BUILDING (Phase 2)
427	30P2	Process Mechanical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-D-201	PROCESS MECHANICAL - RO MEMBRANE BUILDING ENLARGED PLANS
428	30P2	Process Mechanical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-D-202	PROCESS MECHANICAL - RO MEMBRANE BUILDING ENLARGED PLANS
429	30P2	Process Mechanical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-D-203	PROCESS MECHANICAL - RO MEMBRANE BUILDING ENLARGED PLANS
430	30P2	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	030-D-204	PROCESS MECHANICAL - CIP CHEMICAL MIX TANK AND EDUCTOR SYSTEM ISOMETRIC
431	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-301	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
432	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-302	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
433	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-303	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTION
434	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-304	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
435	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-305	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
436	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-306	PROCESS MECHANICAL - RO MEMBRANE BUILDING SECTIONS
437	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-307	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
438	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-308	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
439	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-309	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
440	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-310	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
441	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-311	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
442	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-312	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
443	30P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	030-D-313	PROCESS MECHANICAL - CHEMICAL SYSTEMS SECTIONS
444	30P2	Electrical	Plans (Horizontal Views)	GNV	030-E-201	ELECTRICAL - RO BUILDING POWER PLAN - MEMBRANE AREA
445	30P2	Electrical	Large Scale Views (Large scale plans, Large scale elevations)	GNV	030-E-4003	ELECTRICAL - RO BUILDING ENLARGED POWER PLAN - MEMBRANE AREA
446	30P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-E-601	ELECTRICAL - RO BUILDING RISER DIAGRAMS
447	30P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	030-E-602	ELECTRICAL - RO BUILDING RISER DIAGRAMS
	94P2			GNV		HIGH SERVICE PUMP (EXISTING BUILDING) - PHASE 2
448	94P2	Structural	Plans (Horizontal Views)	GNV	094-S-201	STRUCTURAL - HIGH SERVICE PUMP STATION PLAN AND SECTION
449	94P2	Process Mechanical	Plans (Horizontal Views)	GNV	094-D-201	PROCESS MECHANICAL - HIGH SERVICE PUMP STATION PLAN
450	94P2	Process Mechanical	3D Representations (Isometrics, Perspectives, photos, images)	GNV	094-D-202	PROCESS MECHANICAL - HIGH SERVICE PUMP STATION ISOMETRIC
451	94P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	094-D-301	PROCESS MECHANICAL - HIGH SERVICE PUMP STATION SECTION
452	94P2	Electrical	Plans (Horizontal Views)	GNV	094-E-201	ELECTRICAL - HIGH SERVICE PUMP STATION POWER PLAN
453	94P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	094-E-601	ELECTRICAL - HIGH SERVICE PUMP STATION RISER DIAGRAM

City of Port St Lucie Discovery RO WTF - 20 MGD Capacity

PRELIMINARY DRAWING LIST

Count	Facility Code	Discipline*	Sheet Type	Group	Sheet Number	Drawing Title
DRAWING LIST						
	95			GNV		ELECTRICAL ONE LINES - PHASE 2
454	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-601	ELECTRICAL - FUNCTIONAL BLOCK DIAGRAM
455	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-602	ELECTRICAL - RO-SWGR-2 ONE-LINE DIAGRAM AND FRONT ELEVATION - 20 MGD
456	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-603	ELECTRICAL - MOTOR CONTROL DIAGRAMS
457	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6004	ELECTRICAL - MOTOR CONTROL DIAGRAMS
458	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6005	ELECTRICAL - MOTOR CONTROL DIAGRAMS
459	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6006	ELECTRICAL - OVERALL POWER RISER DIAGRAM
460	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6007	ELECTRICAL - SCADA NETWORK OVERALL RISER DIAGRAM
461	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6008	ELECTRICAL - SECURITY NETWORK OVERALL RISER DIAGRAM
462	95P2	Electrical	Details (includes Standard Details)	GNV	095-E-6009	ELECTRICAL - LIGHTING SCHEULE AND DETAIL
463	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6010	ELECTRICAL - PANELBOARD SCHEDULE
464	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6011	ELECTRICAL - PANELBOARD SCHEDULE
	40P2			GNV		POST TREATMENT CHEMICAL FACILITY (CO2/NaOH/Ca(OH)2 & PO4) - PHASE 2
465	40P2	Process Mechanical	Plans (Horizontal Views)	GNV	040-D-201	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS PLANS
466	40P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-D-301	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS SECTIONS
467	40P2	Electrical	Plans (Horizontal Views)	GNV	040-E-201	ELECTRICAL - POST TREATMENT BUILDING POWER PLAN
468	40P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	040-E-601	ELECTRICAL - POST TREATMENT BUILDING RISER DIAGRAMS
461	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6010	ELECTRICAL - PANELBOARD SCHEDULE
462	95P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	095-E-6011	ELECTRICAL - PANELBOARD SCHEDULE
	40P2			GNV		POST TREATMENT CHEMICAL FACILITY (CO2/NaOH/Ca(OH)2 & PO4) - PHASE 2
463	40P2	Process Mechanical	Plans (Horizontal Views)	GNV	040-D-201	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS PLANS
464	40P2	Process Mechanical	Elevations and Sections(Vertical views, Sectional views, Wall Sections)	GNV	040-D-301	PROCESS MECHANICAL - CO2/NaOH/Ca(OH)2 & PO4 FEEDER SYSTEMS SECTIONS
465	40P2	Electrical	Plans (Horizontal Views)	GNV	040-E-201	ELECTRICAL - POST TREATMENT BUILDING POWER PLAN
466	40P2	Electrical	General (Symbols, legends, Notes, etc.), Schematics and Diagrams	GNV	040-E-601	ELECTRICAL - POST TREATMENT BUILDING RISER DIAGRAMS
						STORAGE BUILDING - 5000 SF

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535

Third Edition, 2022

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Washington, D.C.





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- 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	<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 initialed by the parties. <u>The parties agree that each modification does not need to be initialed. Each party will review the entire agreement before executing, and all modifications therein, shall be part of the Agreement.</u> At no time should a document be re-typed in its entirety. Re-creating the document violates</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 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	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.
2.2.1	Design Professional Services	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.
2.3.1	Standard of Care for Design Professional’s Services	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.
3.5.1	Government Approvals and Permits	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.
5.1.1	Design-Builder’s Insurance Requirements	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.
5.1.2	Exclusions to Design-Build	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.
5.2	Owner’s Insurance Requirements	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.
5.4	Bonds and Other Performance Security	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.

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

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.

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.

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. If the parties have opted in Section ___ of the Agreement to establish a limited time frame for the warranty set forth in this Section, the warranty in this section shall be limited to the time frame set forth in Section ____ of the Agreement. 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.

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** 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.~~

4.1.6 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 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.

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)~~fourteen (14) 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.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements. ~~Shall be required as set forth in the Local Government Addendum.~~

~~**5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.~~

~~**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.~~

~~**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.~~

~~**5.2 Owner's Liability Insurance.**~~

~~5.2.1—Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.~~

~~5.3—Owner's Property Insurance.~~

~~5.3.1—Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.~~

~~5.3.2—Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.~~

~~5.3.3—Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.~~

~~5.3.4—Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.~~

~~5.3.5—Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.~~

5.4 Bonds and Other Performance Security.

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. 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, except that 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.

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 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.

~~**7.5 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.~~

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.

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.

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 All change orders submitted by the Design-Builder shall comply with the procedural requirements for submission of change orders in the Local Government Addendum.

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 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.~~

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 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 procurement 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. 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.~~

13.2 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.

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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