

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** July 10, 2024

**Presenter's Name and Title:** Eric Francois, Senior Project Manager of Utilities and Alicia Ayum, Director of Procurement

**Prepared By:** Eric Francois, Senior Project Manager of Utilities

**Temp. Reso. Number:** TR No. 8169

**Item Description:** Temp. Reso. #R8169, APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 4 WITH CPH CONSULTING LLC. AND RELATED EXPENDITURE IN AN AMOUNT NOT-TO-EXCEED \$159,555.04, TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE WEST WATER TREATMENT PLANT RAW WATERMAIN CAPACITY IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Senior Project Manager of Utilities Eric Francois and Procurement Director Alicia Ayum)

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: N/A**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_\_ (fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes  No

**REMARKS:** Funding in the amount of \$159,555.04 is available in Utilities, GL-Account 410-55-814-533-000-606502-52092 – CIP-Plan/Design/Engineering.


**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8169**
  - **Exhibit A:** Amendment 4 Project Agreement with CPH Consulting, LLC.
- **Attachment(s)**
  - Attachment 1:** Reso 21\_57 to Amendment 3



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Francois Domond, P.E., Director of Utilities

**DATE:** July 3, 2024

**RE:** Temp. Reso. No. 8169, Additional Design and Construction Engineering Services for the West Water Treatment Plant Raw Watermain Capacity Improvements Project

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**RECOMMENDATION:** The City Manager recommends the approval of Temp. Reso. No. 8169, approving and authorizing the execution of Amendment No. 4 to the original agreement with CPH Consulting LLC. (the "Consultant"), in a total amount of \$159,555.04, to provide additional design and construction engineering services for the West Water Treatment Plant Raw Watermain Capacity Improvements Project.

**ISSUE:** City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

**BACKGROUND:** The City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the West Water Treatment Plant ("W-WTP"). The City is experiencing an increase in demand for potable water due to population, business growth, and land use change requiring the expansion of its treatment capacity.

**DISCUSSION:** On July 26, 2018, in response to Request for Letter of Interest No. 18-12-11, CPH Consulting, LLC was chosen by the City to provide Professional Design Services for the "Engineering and Consulting Services for the West Water Treatment Plant's Raw Water Main for the Huntington Wellfield. CPH, (the Consultant) was to design a new raw watermain to connect a previously drilled and capped Biscayne well at the Huntington Site located at the corner of SW 148<sup>th</sup> Avenue and SW 48<sup>th</sup> Court to the West Water Treatment Plant.

The design of the pipeline consisted of five (5) specific Tasks as follows:

- Task 1 – Preliminary Phase Services
- Task 2 – Surveying Services
- Task 3 – Final Design Services
- Task 4 – Bid Assistance Services
- Task 5 – Construction Engineering Services

Additionally, the project scope also required hydrogeological expertise to ensure the previously drilled well is suitable for service. The Consultant completed all five tasks in September 2021. However, the construction of the project was placed on hold due to funding issues. Further analysis determined that the Biscayne well was not viable at this location (Huntington Park North) due to some hydrogeological constraints.

<b>Date</b>	<b>Agreement</b>	<b>Task</b>	<b>Cost</b>
7-26-2018	Original	Preliminary Services, Task 1	\$ 49,620.00
3-13-2019	Amendment 1	Surveying Task 2	\$ 23,760.97
10-3-2019	Amendment 2	Ecological Evaluation	\$ 3,980.00
4-7-2021	Amendment 3	Final Design & Construction Mgt., Tasks 3, 4, & 5 Approved by Resolution 21-57	\$ 134,570.00
This	Amendment 4	Additional Design Services	\$159,555.00
<b>Total</b>			<b>\$ 371,485.97</b>

Based on the new recommendation for a Floridan well to be excavated, a hydrologic model was conducted, and a viable location was identified about 550 feet south of the Biscayne well at Huntington South Park, hence the need for additional professional services to modify the design of the raw water main that will originate at this new location.

**ANALYSIS:** This project is critical to expand the water treatment plant capacity to ensure that the City can meet the increasing water demands.

Funding in the amount of \$159,555.04 will be available in Utilities, GL-Account 410-55-814-533-000-606502-52092 – CIP-Plan/Design/Engineering.

Temp. Reso. No. 8169  
5/20/24  
6/26/24

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND AUTHORIZING AN EXECUTION OF AMENDMENT NO. 4 WITH CPH CONSULTING LLC. AND RELATED EXPENDITURE, IN AN AMOUNT NOT-TO-EXCEED \$159,555.04, TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE WEST WATER TREATMENT PLANT RAW WATERMAIN CAPACITY IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar (“City”) Utilities Department is responsible for the operation and maintenance of the West Water Treatment Plant (“WWTP”); and

**WHEREAS**, the City is experiencing an increase in demand for potable water due to population, business growth, and land use change requiring the expansion of its treatment capacity; and

**WHEREAS**, on July 26, 2018, in response to Request for Letter of Interest (“RLOI”) No. 18-12-11, CPH Consulting, LLC was selected by the City to provide Professional Design Services for the “Engineering and Consulting Services for the West Water Treatment Plant’s Raw Water Main for the Huntington Wellfield; and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8169  
5/20/24  
6/26/24

**WHEREAS**, CPH, (the Consultant) was to design a new raw water main to connect a previously drilled and capped Biscayne well at the Huntington Site located at the corner of SW 148th Avenue and SW 48th Court to the West Water Treatment Plant.; and

**WHEREAS**, on March 13, 2019, the parties amended the agreement for the Services (“Amendment No. 1”); and

**WHEREAS**, Tasks 1 and 2 involved the preliminary design of the pipeline, hydrogeological services, water quality evaluation, testing, and surveying services; and

**WHEREAS**, on April 7, 2021, in the interest of continuity and consistency in the implementation of the project, the parties amended the agreement to continue the professional services engagement of CPH to complete Tasks 3, 4, and 5 (Amendment No. 3); and

**WHEREAS**, the implementation of this project has been delayed due to funding availability and additional required studies, which resulted in the wellfield relocation, additional design, and construction documents revisions; and

**WHEREAS**, the City is desirous to bring this project to final design, construction and commissioning; and

**WHEREAS**, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

Temp. Reso. No. 8169  
5/20/24  
6/25/24

**WHEREAS**, the City Manager recommends that the City Commission approves the Additional Professional Services with CPH Consulting LLC to complete the Final Design to include the wellfield relocation, additional pipeline, Construction Documentation, Permitting, Bid Assistance, and Construction Management of the Project is a not-to-exceed amount of \$159,555.04 for the West Water Treatment Plant Capacity Expansion and Upgrades Raw Water Main Project; and

**WHEREAS**, The City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the agreement with CPH Consulting LLC, in a total amount of \$159,555.04, to provide additional engineering services to complete the design of the West Water Treatment Plant Raw Watermain Capacity Improvements Project system at the West Water Treatment Plant and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit "A," attached hereto; and

Temp. Reso. No. 8169  
5/20/24  
6/26/24

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** The City Commission approves of the agreement with CPH Consulting LLC in a total amount of \$159,555.04 to provide additional engineering services to complete the design of the West Water Treatment Capacity Expansion and Upgrades Raw Water Main Project

**Section 3:** That the City Manager is authorized to execute the appropriate agreement in substantial conformity with Exhibit “A.”

**Section 4:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8169  
5/20/24  
6/26/24

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

Reso. No. \_\_\_\_\_



**AMENDMENT No. 4**  
**TO**  
**PROJECT AGREEMENT FOR**  
**PROFESSIONAL ENGINEERING SERVICES**  
**BETWEEN THE CITY OF MIRAMAR, FLORIDA**  
**AND**  
**CPH CONSULTING, INC**  
**RELATING TO**  
**WEST WATER TREATMENT PLANT RAW WATER MAIN**

This Contract Amendment (the "AMENDMENT") to that certain Architectural/Engineering Agreement (the "Agreement") dated July 26, 2018, as approved in response to Request for Letter of Interest No. 18-12-11 (the "RLOI") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (the "City"), and CPH Consulting, LLC., a Foreign Limited Liability Corporation (the "Consultant").

**RECITALS:**

**WHEREAS**, CPH, Inc. (hereinafter referred to as "Consultant", is a corporation authorized to do business in the State of Florida, whose principal place of business is 1992 SW 1st Street, Miami, FL 33135.

**WHEREAS**, on September 2, 2015, by the adoption of Resolution No. 15-198, the City Commission approved a pool of Architectural and Engineering Consultants to provide professional Services to the City on an as needed basis; and

**WHEREAS**, the Consultant is a member of the pool under the Utilities category, and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

**WHEREAS**, the Consultant was chosen by the City to provide the following services (the "Project") "Raw Water Main for the Huntington Wellfield Project"; and

**WHEREAS**, on July 26, 2018, the parties entered into an agreement for the Services ("Original Agreement"); and

**WHEREAS**, on March 13, 2019, the parties amended the agreement for the Services ("Amendment No. 1"); and

**WHEREAS**, on September 17, 2019, the parties amended the agreement for the following services (Amendment No. 2); and

**WHEREAS**, Tasks 1 and 2 involved preliminary design of the pipeline, hydrogeological services, water quality evaluation, testing, and surveying services; and

**WHEREAS**, on April 7, 2021, in the interest of continuity and consistency in the implementation of the project, the parties amended the agreement to continue the professional services engagement of CPH to complete Tasks 3, 4, and 5 (Amendment No. 3); and

**WHEREAS**, Tasks 3, 4, and 5 involved Final Design Services, Bid Phases Services, and Construction Management services; and

**WHEREAS**, the implementation of this project has been delayed due to funding availability and additional studies, which resulted in the wellfield relocation, additional design, and construction documents revisions; and

**WHEREAS**, the City is desirous to bring this project to final design, construction and commissioning; and

**WHEREAS**, based on the new recommendation for a Floridan well to be excavated, a hydrologic model was conducted, and a viable location was identified about 550 feet south of the Biscayne well at Huntington South Park; and

**WHEREAS**, the need for additional professional services to modify the design of the raw water main that will originate at this new location; and

**WHEREAS**, the Consultant has been chosen by the City to provide the following services (the "Project") "West Water Treatment Plant Raw Water Main Project", and the parties, through mutual negotiation, agreed upon a Scope of Services and Fee for the Project (reference Exhibit "A"); and

**NOW THEREFORE**, for good and valuable consideration of the mutual covenants set forth herein and, in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed that the additional Professional Services required to complete the Final Design to include the wellfield relocation, additional pipeline, Construction Documentation, Permitting, Bid Assistance, and Construction Management of the Project is a not-to-exceed amount of \$159,555.04. The Proposal of Scope of Services for the "Supplemental Design Services Fee" dated 3/25/2024 shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes.

2. The parties agree that all services and terms to remain under the original contract agreement with City of Miramar as per RLOI No. 18-12-11, Architectural and Engineering Consulting Services – “West Water Treatment Plant Raw Watermain”.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify, or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.

4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its City Manager and by ENGINEER, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**FOR CITY:**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
Denise A. Gibbs  
City Clerk

By: \_\_\_\_\_  
Dr. Roy Virgin  
City Manager

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency  
for the use of and reliance by the City  
of Miramar only:

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City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**FOR ENGINEER:**

WITNESSES:

\_\_\_\_\_

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

State of Florida     )  
County of            )

On this, the \_\_\_\_ day of \_\_\_\_\_ 2024, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), of CPH Consulting, LLC., a Florida Limited Liability corporation, on behalf of the corporation, who is personally known to me or has produced as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed or stamped name of Notary Public

My Commission Expires:

Temp. Reso. No. 7326  
01/14/21  
02/17/21

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. 21-57**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL ENGINEERING SERVICES OF CPH, INC. FOR THE WEST WATER TREATMENT PLANT'S RAW WATER MAIN FOR THE HUNTINGTON WELLFIELD PROJECT, IN AN AMOUNT NOT-TO-EXCEED \$ 134,570; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, CPH, Inc. (hereinafter referred to as "CPH") whose principal place of business is 1992 SW 1<sup>st</sup> Street, Miami, FL 33135 is a corporation authorized to do business in the State of Florida; and

**WHEREAS**, by adoption of Resolution No. 15-198, the City Commission approved a new pool of architectural and engineering consultants to provide services to the City on an as needed basis; and

**WHEREAS**, the CPH is a member of the new pool under the utilities category, and has executed a Continuing Services Agreement for the provision of such professional services; and

**WHEREAS**, the CPH was selected by the City in 2018 to provide professional engineering services to the "West Water Treatment Plant's Raw Water Main for the Huntington Wellfield Project" and through mutual negotiation the City has agreed to undertake the preliminary design services; and

Reso. No. 21-57

Temp. Reso. No. 7326  
01/14/21  
02/17/21

**WHEREAS**, this project has now been subjugated to the West Water Treatment Plant Capacity Expansion and Upgrades as part of its offsite expansion and upgrades;

**WHEREAS**, on July 26, 2018, the parties entered into an agreement for the Services (“Original Agreement”); and

**WHEREAS**, on March 13, 2019, the parties amended the agreement for the Services (“Amendment No. 1”); and

**WHEREAS**, on September 17, 2019, the parties amended the agreement for the Services (“Amendment No. 2”); and

**WHEREAS**, Task 1 involved preliminary design of the pipeline, hydrogeological services, water quality evaluation, pumpage testing, route study, cost estimates and recommendations and how now been completed; and

**WHEREAS**, Task 2 involved Surveying Services which has also been completed; and

**WHEREAS**, the implementation of this project has been delayed due to funding availability; and

**WHEREAS**, the City is desirous to bring this project to final design, construction, and commissioning; and

**WHEREAS**, in the interest of continuity and consistency in the implementation of the project, it is deemed necessary to continue the professional services engagement of CPH to complete Tasks 3, 4, and 5; and

Temp. Reso. No. 7326

01/14/21

02/17/21

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the professional engineering services of CPH, in an amount not-to-exceed \$134,570, as Amendment 3.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That CPH was selected subject to the terms of the continuing consulting services agreement (Resolution No. 15-198 – Architectural and Engineering Consulting Services Library, approved on September 2, 2015) RLOI # 18-12-11.

**Section 3:** That Task 1 involved preliminary design of the pipeline, hydrogeological services, water quality evaluation, pumpage testing, route study, cost estimates and recommendations. The negotiated amount for Task 1 was \$49,620.

**Section 4:** That on January 31, 2019, a change order was made to perform topographic survey of the raw water main route in the amount of \$23,760.97, as Amendment 1.

**Section 5:** That Amendment 1 is Task 2 under the original scope of work.

**Section 6:** That on September 17, 2019, CPH was required to complete an Ecological Investigation, as additional subtask under Task 1, in the amount no to exceed \$3,980, as Amendment 2.



Temp. Reso. No. 7326

01/14/21

02/17/21

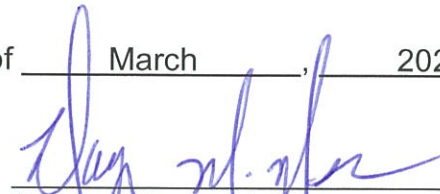
**Section 7:** That on January 4, 2021, CPH submitted a revised proposal to complete the remaining tasks (Tasks 3, 4, and 5) in the amount not to exceed \$134,570.00, as Amendment 3.


**Section 8:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 7326  
01/14/21  
02/17/21


**Section 9:** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 3 day of March, 2021.


  
\_\_\_\_\_  
Mayor, Wayne M. Messam

  
\_\_\_\_\_  
Vice Mayor, Maxwell B. Chambers

ATTEST:

  
\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

  
\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Winston F. Barnes	Yes
Commissioner Yvette Colbourne	Yes
Commissioner Alexandra P. Davis	Yes
Vice Mayor Maxwell B. Chambers	Yes
Mayor Wayne M. Messam	Yes

PURCHASE ORDER CHANGE ORDER

REQUEST FORM

DATE: 03/14/2019

DEPARTMENT: Utilities

REQUISITION NUMBER: \_\_\_\_\_

PO NUMBER: 182631-00

**DESCRIPTION OF CHANGE BEING REQUESTED**

Purchase Order 182631 (\$49,620) was issued to CPH, Inc. for the West Water Treatment Plant's Raw Water Main for the Huntington Wellfield project under the terms of the Contract (Munis 1759). On January 31, 2019, the redevelopment of Biscayne Well 6 was awarded to the low bidder (Florida Design Drilling). A discharge permit from South Broward Drainage District for Biscayne Well 6 is required. CPH will also perform the topographical survey of the raw water main route to be able to continue with the design.

**The total increase to PO 182631 is \$23,760.97**

**JUSTIFICATION OF CHANGE BEING REQUESTED**

A discharge permit from South Broward Drainage District for Biscayne Well 6 is required. CPH will also perform the topographical survey of the raw water main route to be able to continue with the design under Task 1.


**Total PO Amount: \$49,620 Balance of PO: \$21,064.03 Amount Liquidated: \$28,555.97**

**BUDGET AND FISCAL IMPACT**

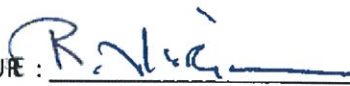
There will be a fiscal impact (increase) of \$23,760.97 on account 414-55-807-533-000-606502-52065.

Amount after PO Change Order is \$73,380.97 for West Water Treatment Plant's Raw Water Main for the Huntington Wellfield project PO 182631.

REQUESTORS NAME: Evelyn Valerio

SIGNATURE: 

DEPARTMENT HEAD NAME: 

SIGNATURE: 

PROCUREMENT ANALYST: \_\_\_\_\_



## **SCOPE OF SERVICES**

### **CITY OF MIRAMAR**

#### **West Water Treatment Plant's Raw Water Main for the Huntington Wellfield February 6, 2019**

#### **CPH, Inc. Preliminary Phase Services - Change Order 1**

### **SCOPE OF SERVICES OF THE CONSULTANT**

- 1.1 The CONSULTANT will prepare permit plans and package for well redevelopment discharge permit with South Broward Drainage District. CONSULTANT will make submittal and obtain permit.
- 1.3 Ecological Investigation will be removed from this contract and moved to Task 2 Services.
- 1.7 The CONSULTANT will provide a topographic survey for the project area. Survey will include well 6 site and continue along the raw water main route Option 1 per the BODR review meeting in Phase 1.
  - The survey will show the location of easements, lot lines, and rights-of-way based on retrievable plat maps and record books and field location of apparent boundary corners. A title search to determine boundary work to establish the specific field location of property lines, easements, and rights-of-way is not included as part of this scope.
  - The topographic survey includes locating visible improvements within the rights-of-way including but not limiting to, mailboxes, driveways, signs, fences and the edge of pavement.
  - The topographic survey also includes locating above ground visible utility components such as utility poles, traffic signal poles and controller cabinets, transformers, telecommunication service boxes, meter boxes, valve boxes, gravity manholes and hydrants, etc.
  - Surveying of below grade utilities includes and is limited to horizontal location of all flagged utilities at time of survey field work.
  - The survey will show spot elevations including swales, edge-of-pavement, and centerline at 100-ft cross sections, with additional spot elevations shown at structures and changes in grade where accessible or to existing fences.





SCOPE OF SERVICES  
 West Water Treatment Plant's  
 Raw Water Main for the Huntington Wellfield  
 February 6, 2019

- Project benchmarks will be set at least 500 foot intervals throughout the project.
- Baseline survey will be shown with sufficient geometry, monumented and referenced in the field.
- Trees and hedge lines will be surveyed in topographic area lying west of canal. East of the canal 24" Diameter at Brest Height (DBH) and greater trees will be located. Where there are thick stands of trees along the route, only the woods line will be surveyed.

**PAYMENT / TIME**

- 2.1 Compensation paid CONSULTANT for services described herein and rendered by principals and employees assigned to the project are computed by multiplying the approved Standard Rates for each classification of employee directly engaged on the project, times the number of hours worked on the project.
- 2.2 The engineering fee for the services described herein will be as follows:

<b>Consultant Fees</b>			
Task No.	Task Description	Billing Method	Fee
<b>Task #1 Change Order #1</b>			
1.7	Survey	Lump Sum	\$23,250
Reimbursables	Mileage/Transportation	Lump Sum	\$150.97
<b>CO#1 Total</b>			<b>\$23,760.97</b>
<b>Project Total</b>			<b>\$73,380.97</b>

- 2.3 As noted above, the fees are inclusive of other direct expenses and subconsultant services, without increase. Direct expenses and subconsultant costs will be specifically identified in periodic invoicing, and include such items as photocopies, blueprints and plots, etc. Payment will be made monthly per the Contract between



SCOPE OF SERVICES  
West Water Treatment Plant's  
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February 6, 2019

the CITY and the CONSULTANT, based on invoices submitted which will indicate the hours expended and expenses incurred during that billing cycle.

- 2.4 The Services identified herein will be conducted under a Purchase Order issued by CITY to CONSULTANT and in accordance with the attached developed Project Schedule. Services shall commence upon execution of the each Purchase Order by the CITY and be completed within forty-five (45) days after the execution of Final Acceptance of project.

**GENERAL CONDITIONS**

- 3.1 The CITY and the CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Proposal and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Proposal. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.
- 3.2 The CONSULTANT agrees to initiate work promptly upon receipt of authorization to proceed and to prosecute the work in an expeditious and timely manner until the Project is completed based on timely performance by the CITY and CONSULTANT, and any other parties involved.

City of Miramar  
 West Water Treatment Plant's Raw Water Main for the Huntington Wellfield  
 Design Services Task 1

ATTACHMENT A - MANHOURS / FEE SCHEDULE

ITEM	DESCRIPTION	Sr. Project Manager	Senior Professional Engineer	Project Engineer	Construction Field Representative	Senior CADD Technician	Administrative	Cost by Task	Invoiced to Date
<b>TASK 1 - Preliminary Phase Services</b>									
	Hourly Rates	\$180.00	\$140.00	\$120.00	\$110.00	\$105.00	\$75.00		
1.1.1	Evaluation and Coordination of Redevelopment of Well No. 6	4	8	8			2	\$2,950.00	\$1,475.00
1.1.2	Preliminary Route Evaluation	4	16	30	8	12	1	\$8,775.00	\$8,775.00
1.1.3	Preliminary Ecological Investigation	2						\$360.00	0
1.1.4	Prepare Basis of Design Report (BODR)	4	8	32		12	8	\$7,540.00	\$7,540.00
1.1.5	Preliminary Opinion of Probable Construction Cost	2	2	16				\$2,560.00	\$2,560.00
1.1.6	BODR Review Meeting	8	8	12			4	\$4,300.00	\$4,300.00
	<b>Sub-consultants</b>								
	Hydrogeological Services							\$14,900.00	0
	Electrical Engineering Services							\$3,755.00	\$3,755.00
	Ecological Investigation							\$3,980.00	0
	Reimbursable Expenses								
	Mileage/Transportation, Printing, Postage								
								\$500.00	\$150.97
<b>TASK 1 - Total</b>								<b>\$49,620.00</b>	<b>\$28,555.97</b>
<b>PROJECT TOTAL</b>									
	PO Amount Remaining Task 1							\$21,064.03	
	Subtasks added to Task 1								
1.1.7	Topographical Survey							\$27,590.00	
1.1.8	Replenish Reimbursables							\$150.97	
	Subtasks removed from Task 1 Sub-consultants and moved to Task 2								
	Ecological Investigation							(\$3,980.00)	0
	Change Order 1 Amount TOTAL							\$23,760.97	
<b>TASK 1 - Total After PO Change Order 1</b>								<b>\$73,380.97</b>	
<b>PROJECT TOTAL AFTER PO CHANGE ORDER 1</b>									
								\$73,380.97	



**AMENDMENT No. 1**  
**TO**  
**Work Authorization Agreement**  
**Between**  
**The City of Miramar**  
**And**  
**CPH, Inc.**  
**Relating to**  
**The West Water Treatment Plant's Raw Water Main for the Huntington Wellfield**  
**As Approved by Resolution No. 15-198**

This **AMENDMENT No. 1** is made between **THE CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City")

**AND**

**CPH, Inc.** (hereinafter referred to as "Consultant", a corporation authorized to do business in the State of Florida, whose principal place of business is 1992 SW 1<sup>st</sup> Street, Miami, FL 33135.

**WHEREAS**, by adoption of Resolution No. 15-198, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

**WHEREAS**, the Consultant is a member of the new pool under the Utilities category, and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

**WHEREAS**, the Consultant has been chosen by the City to provide the following services (the "Project") "Raw Water Main for the Huntington Wellfield at the City of Miramar's West Water Treatment Plant", and the parties, through mutual negotiation, have agreed upon a Scope of Services and Fee for the Project (reference Exhibit "A"); and



**NOW THEREFORE**, for good and valuable consideration of the mutual covenants set forth herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed that the additional Consultant Services required to complete Task 1 of the Project is an NTE amount of \$23,760.97. The scope of work from the Consultant dated 2/6/2019 shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes.

2. The parties agree that the additional project duration is assumed to be six (6) months from the Notice to Proceed.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.


4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment No. 1 to the Project Authorization Agreement on the respective dates under each signature: City of Miramar, signing by and through its City Manager, authorized to execute same, and by the duly authorized representative of the CONSULTANT, to execute same.

**FOR CITY:**

ATTEST:



Denise A. Gibbs  
City Clerk

CITY OF MIRAMAR

For:

By:



Vernon E. Hargray,  
City Manager

Dated:

3/13/19

Approved as to form and legal sufficiency  
for the use of and reliance by the City  
of Miramar only:

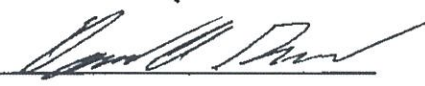
  
\_\_\_\_\_  
City Attorney  
Weiss Serota Helfman Cole  
& Bierman, P.L.

**FOR CONSULTANT:**

WITNESSES:

CPH, Inc.

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

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

Print Name: Patricia Hunt

Print Name: David A. Gierach

Title: Secretary

Title: President

Dated: 2/15/19



ORIGINAL

# Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **182631-00**

Delivery must be made within doors of specified final destination.

BILL TO

ACCOUNTS PAYABLE  
CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025

VENDOR

CPH, INC.  
500 West Fulton Street  
SANFORD FL 32771

SHIP TO

MIRAMAR WASTEWATER  
MAINTENANCE  
13900 PEMBROKE RD.  
MIRAMAR FL 33027

Contract Number		Contract Description			Delivery Reference		
1759		Raw Water Main for Huntington Wellfield project			Stephen Glatthorn		
Date Ordered	Requisition Number	Date Required	Freight Method/Terms/Final Destination		Department/Location		
08/29/2018	1805609	08/13/2018			Utilities		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	preliminary services for WWTP  THE CITY WILL NOW ACCEPT INVOICES DIGITALLY. INVOICES CAN BE EMAILED TO APINVOICES@CI.MIRAMAR.FL.US  Task 1 preliminary phase services for the west water treatment plant.			49620.0	DLR	\$1.000	\$49,620.00

THIS PURCHASE ORDER IS SOLELY FOR ITEMS STATED IN THE REFERENCED CONTRACT. VENDORS ARE INSTRUCTED TO DECLINE ORDERS FOR ANY ITEMS NOT SPECIFICALLY INCLUDED IN THE CONTRACT. THE CITY OF MIRAMAR WILL NOT HONOR ANY PAYMENT REQUESTS FOR ANY ITEMS DELIVERED TO THE CITY PURSUANT TO THIS PO BUT NOT SPECIFICALLY REFERENCED IN THE CONTRACT OR QUOTE.

By *Liana Lynn*  
Procurement Director

ONLY ORIGINAL ITEMIZED INVOICES BEARING OUR PURCHASE ORDER NUMBER WILL BE APPROVED FOR PAYMENT  
VENDORS SHALL REFRAIN FROM SHIPPING ANY GOODS OR PERFORMING ANY SERVICES FOR MIRAMAR DEPARTMENTS UNTIL RECEIPT OF AN OFFICIAL MIRAMAR PURCHASE ORDER. FAILURE TO FOLLOW THIS DIRECTIVE MAY RESULT IN DELAY OF PAYMENT OR REFUSAL OF PAYMENT BY THE CITY.

VENDOR COPY

PO Total **\$49,620.00**



-  Expenditures
-  POs
-  Requisitions
-  Contracts
-  Bids
-  Invoices
-  Vendors
-  Accounts

PURCHASE ORDERS ()

Purchase Order Central

Valerio, Evelyn R.

182631

Advanced

My Searches

Search



Change Orders

View/Maintain

Excel

Email

Office



Attach (5)

Tools

Refresh

Setup Tiles

Options

## 182631 CPH, INC.

2018, Carry Forward, preliminary services for WWTP

Activity      Audit

19              12

Approvals    Notes

0                1

PO Lines and Line Details ()    Invoices ()

Receiving ()

Number	Invoice Date	Status	Amount	Check Number
112317 0	01/11/2019	PAID	13,150.75	7707
111453 0	11/16/2018	PAID	10,550.63	7576
110775 0	10/08/2018	PAID	1,906.84	7340
110056 0	09/13/2018	PAID	2,947.75	7340

< 0 < () 182631 - CPH, INC.

▼ > 0 >> 0

**AMENDMENT NO. 2  
TO  
WORK AUTHORIZATION AGREEMENT FOR  
ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES  
BETWEEN THE CITY OF MIRAMAR, FLORIDA  
AND  
CPH, INC.**

Relating to

**Professional Services for The Raw Water Main for the  
Huntington Wellfield Project  
As Approved by Resolution No. 15-198**

This **AMENDMENT No. 2** is made between **THE CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City")

AND

**CPH, Inc.** (hereinafter referred to as "Consultant", a corporation authorized to do business in the State of Florida, whose principal place of business is 1992 SW 1<sup>st</sup> Street, Miami, FL 33135.

**WHEREAS**, on September 2, 2015, by the adoption of Resolution No. 15-198, the City Commission approved a pool of Architectural and Engineering Consultants to provide professional Services to the City on an as needed basis; and

**WHEREAS**, the Consultant is a member of the pool under the Utilities category, and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

**WHEREAS**, the Consultant has been chosen by the City to provide the following services (the "Project") "Raw Water Main for the Huntington Wellfield Project", and the parties, through mutual negotiation, agreed upon a Scope of Services and Fee for the Project (reference Exhibit "A"); and

**WHEREAS**, on July 26, 2018, the parties entered into an agreement for the Services ("Original Agreement"); and

**WHEREAS**, on March 13, 2019, the parties amended the agreement for the Services ("Amendment No. 1"); and

**WHEREAS**, the parties desire to amend the Agreement to add additional services for the completion of the Services.

**NOW THEREFORE**, for good and valuable consideration of the mutual covenants set forth herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Second Amendment.

2. The parties have agreed that the additional Consultant Services required to complete Task 1 – Ecological Investigation of the Project in an amount not to exceed \$3,980 per the original scope of services and shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.

4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment No. 2 to the Work Authorization Agreement on the respective dates under each signature: City of Miramar, signing by and through its City Manager, authorized to execute same, and by the duly authorized representative of the CONSULTANT, to execute same.

**FOR CITY:**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
Denise A. Gibbs  
City Clerk

By: \_\_\_\_\_  
Vernon E. Hargray,  
City Manager

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency  
for the use of and reliance by the City  
of Miramar only:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**FOR CONSULTANT:**

WITNESS:

CPH, Inc.

By: [Signature]

By: [Signature]

Print Name: Stephanie Acosta

Print Name: Tommy Aguilar

Title: Administrative Assistant

Title: SR Vice President

Dated: Sept 11, 2019



**AMENDMENT No. 3  
To  
PROJECT AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES  
BETWEEN THE CITY OF MIRAMAR, FLORIDA  
AND  
CPH, INC.**

**Relating to**

**THE RAW WATER MAIN FOR THE HUNTINGTON WELLFIELD PROJECT  
RLOI No. 18-12-11**

This **AMENDMENT No. 3** is made between **THE CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “City”)

**AND**

**CPH, INC.**, (hereinafter referred to as “Consultant”, a corporation authorized to do business in the State of Florida, whose principal place of business is 1992 SW 1<sup>st</sup> Street, Miami, Florida 33135

**WHEREAS**, on September 2, 2015, by the adoption of Resolution No. 15-198, the City Commission approved a pool of Architectural and Engineering Consultants to provide professional Services to the City on an as needed basis; and

**WHEREAS**, the Consultant is a member of the current library by the adoption of Resolution 19-52, under the subcategory of Architecture, and has executed a Continuing Services Agreement applicable to the provision of such professional Services;

**WHEREAS**, in response to Request for Letter of Interest No. 18-12-11 (the “RLOI”) attached hereto as Attachment 1, and has been chosen by the City to provide Engineering Design Services for the “ENGINEERING AND CONSULTING SERVICES FOR THE WEST WATER TREATMENT PLANT’S RAW WATER MAIN FOR THE HUNTINGTON WELLFIELD,” (the “Project, the “Services” or the “Scope of Services”); and the parties, through mutual negotiation, has agreed upon a Scope of Services and Fee for the Project;

**WHEREAS**, this project has now been subjugated to the West Water Treatment Plant Capacity Expansion and Upgrades as part of its offsite expansion and upgrades;



**WHEREAS**, on July 26, 2018, the parties entered into an agreement for the Services (“Original Agreement”);

**WHEREAS**, on March 13, 2019, the parties amended the agreement for the Services (“Amendment No. 1”);

**WHEREAS**, on September 17, 2019, the parties amended the agreement for the Services (“Amendment No. 2”);

**WHEREAS**, Task 1 involved preliminary design of the pipeline, hydrogeological services, water quality evaluation, pumpage testing, route study, cost estimates and recommendations and how now been completed;

**WHEREAS**, Task 2 involved Surveying Services which has been completed;

**WHEREAS**, the implementation of this project has been delayed due to funding availability;

**WHEREAS**, the City is desirous to bring this project to final design, construction, and commissioning;

**WHEREAS**, in the interest of continuity and consistency in the implementation of the project, it is deemed necessary to continue the professional services engagement of CPH to complete Tasks 3, 4, and 5.

**NOW THEREFORE**, for good and valuable consideration of the mutual covenants set forth herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed that the additional Consultant Services required to complete the Final Design, Construction Documentation, Permitting, Bid Assistance and Construction Management of the Project is a not to exceed amount of \$134,570. The scope of work from the Consultant dated 1/4/2021 shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes (reference Attachment 2);

2. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.

3. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

4. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment No. 1 to the Project Agreement on the respective dates under each signature: City of Miramar, signing by and through its City Manager, authorized to execute same, and by the duly authorized representative of the CONSULTANT, to execute same.

**FOR CITY:**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
Denise A. Gibbs  
City Clerk

By: \_\_\_\_\_  
Vernon E. Hargray  
City Manager

Dated: \_\_\_\_\_

Approved as to form and legal sufficiency  
for the use of and reliance by the City  
of Miramar only:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**FOR CONSULTANT:**

WITNESS: CPH, INC.

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

State of Florida            )  
County of                    )

On this, the \_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), of CPH, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

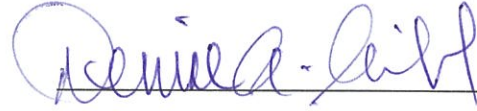
\_\_\_\_\_  
Printed, typed or stamped name of Notary Public

My Commission Expires: \_\_\_\_\_

**Certificate of Filing for a Resolution**

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 21-57 was filed in the records of the City Clerk this 16<sup>th</sup> day of March, 2021.

A handwritten signature in blue ink, appearing to read "Denise A. Gibbs", is written over a horizontal line.

Print Name: Denise A. Gibbs

Print Title: City Clerk