

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

**Meeting Date:** July 10, 2024

**Presenter's Name and Title:** Eric Francois, Utilities Senior Project Manager

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

**Temp. Reso. Number:** TR8174

**Item Description:** Temp. Reso. #R8174, APPROVING THE AWARD OF REQUEST FOR LETTERS OF INTEREST NO. 24-04-28, ENTITLED "DESIGN SERVICES FOR THE WEST WATER TREATMENT CAPACITY EXPANSION AND UPGRADES - OFFSITE PIPELINE," TO THE MOST QUALIFIED, RESPONSIVE AND RESPONSIBLE RESPONDER, CHEN MOORE AND ASSOCIATES, INC; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT AGREEMENT WITH CHEN MOORE AND ASSOCIATES, INC, TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE WEST WATER TREATMENT CAPACITY EXPANSION AND UPGRADES - OFFSITE PIPELINE IN AN AMOUNT NOT-TO-EXCEED \$244,411. (Utilities Senior Project Manager Eric Francois)

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: None**

**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 of \$244,411 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 TR8174**
  - **Exhibit A:** Proposed Agreement with Chen Moore and Associates, Inc.



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners  
**FROM:** Dr. Roy L. Virgin, City Manager   
**BY:** Francois A. Domond, P.E., Director of Utilities  
**DATE:** July 3, 2024  
**RE:** Temp. Reso. No. 8174 West Water Treatment Capacity Expansion And Upgrades - Offsite Pipeline

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8174, approving the award of Request for Letters of Interest (“RLOI”) No. 24-04-28, entitled “West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline” to Chen Moore and Associates, Inc. (“CMA”); and authorizing the City Manager to execute a project agreement with CMA in the amount not-to-exceed \$244,411 for professional design services for the West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline.

**ISSUE:** City Commission approval is required for expenditures by the same department exceeding \$75,000 from the same vendor in a single fiscal year, 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 (“WWTP”). 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:** To further enhance the West WTP treatment and operation capability, certain improvements were recommended to improve the plant performance, plant redundancy, treatment efficiency and reliability, and meet future growth.

**PROCUREMENT:** On April 9, 2024, the Procurement Department issued Request for Letters of Interest, No. 24-04-28, entitled “Design Services West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline VII Utility Easement” to all seven firms listed under category 4, Utilities Engineering Library.

On May 2, 2024, the City received responses from five firms. On May 20, 2024, the City’s evaluation committee evaluated the proposals and deemed Chen Moore and Associates, Inc. (CMA) the most qualified responsive and responsible Responder, subject to successful negotiation. After successful negotiations, CMA submitted its fee for the scope of work, in an amount not-to-exceed \$244,411.

**PARTICIPATION PLAN:** This project carries a 10% CBE/SBE and 5% Local goal.

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

**FUNDING:** Funding in the amount of \$244,411 will be available in Utilities, GL-Account 410-55-814-533-000-606502-52092 – CIP-Plan/Design/Engineering.

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5/23/24  
6/26/24

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR LETTERS OF INTEREST NO. 24-04-28, ENTITLED “DESIGN SERVICES FOR THE WEST WATER TREATMENT CAPACITY EXPANSION AND UPGRADES - OFFSITE PIPELINE,” TO CHEN MOORE AND ASSOCIATES, INC; AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT AGREEMENT WITH CHEN MOORE AND ASSOCIATES, INC, TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE WEST WATER TREATMENT CAPACITY EXPANSION AND UPGRADES - OFFSITE PIPELINE IN AN AMOUNT NOT-TO-EXCEED \$244,411; 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 located at 4100 South Flamingo Road; and

**WHEREAS**, the City is experiencing increases in demand for potable water due to population increase, business growth and land use changes; and

**WHEREAS**, City Commission approval is required for expenditures by a single department exceeding \$75,000 from the same vendor in single fiscal year, in accordance with Section 2-412(a)(1) of the City Code; and

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Temp. Reso. No. 8174  
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6/26/24

**WHEREAS**, on April 9, 2024, the Procurement Department issued Request for Letters of Interest, No. 24-04-28, entitled “Design Services West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline” to all seven firms listed under category 4, Utilities Engineering Library; and

**WHEREAS**, on May 20, 2024, the City’s evaluation committee evaluated the proposals and deemed Chen Moore and Associates, Inc. (“CMA”) the most qualified responsive and responsible Responder, subject to successful negotiation; and

**WHEREAS**, after successful negotiations, CMA submitted its fee for the scope of work, in an amount not-to-exceed 244,411; and

**WHEREAS**, the City Manager recommends approval of the award of Request for Letters of Interest No. 24-04-28, entitled: “Design Services West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline,” to the most qualified responsive and responsible Responder, Chen Moore and Associates Inc., in the amount not-to-exceed \$244,411; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the Request for Letters of Interest, No. 24-04-28 to Chen Moore and Associates, Inc., and to authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit “A”, attached hereto.

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5/23/24  
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**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 the award of Request for Letters of Interest No. 24-04-28, entitled “Design Services West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline,” to the most qualified responsive and responsible Responder, Chen Moore and Associates Inc. in the amount not-to-exceed \$244,411.

**Section 3:** That the City Manager is authorized to execute an Agreement with Chen Moore and Associates, Inc., attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney, for a total amount of \$244,411 for the Design services of the West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline.

**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.

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

**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 and  
legal sufficiency:

\_\_\_\_\_  
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. \_\_\_\_\_



**PROJECT AGREEMENT  
 FOR  
 DESIGN SERVICES FOR THE WEST WATER TREATMENT CAPACITY  
 EXPANSION AND UPGRADES - OFFSITE PIPELINE  
 BETWEEN  
 THE CITY OF MIRAMAR  
 AND  
 CHEN MOORE AND ASSOCIATES**

**THIS PROJECT AGREEMENT** (the "Agreement") is made effective on the last date of execution herein, between the **CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and **CHEN MOORE AND ASSOCIATES**, a Florida profit corporation, authorized to conduct business in the State of Florida (the "Consultant"), whose principal place of business is 500 West Cypress Creek Road, Suite 600, Fort Lauderdale, FL 33309.

**WHEREAS**, the City advertised RLOI No. 22-12-10, Architectural and Engineering Consulting Services ("RFQ") to establish a renewed library pool of Engineering and Architectural Consultants to perform professional services for Specific Projects (the "Specific Projects") for the City on an as needed basis; and

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

**WHEREAS**, the Consultant responded to the City's Request for Letters of Interest #24-04-28 ("RLOI"), and has been chosen by the City to provide professional design and construction management consulting services for the installation of two (2) 20-inch raw water mains, and one (1) 8-inch sanitary force main along SW 136th Avenue between Old Miramar Parkway and Blue Gill Road in the Country Club Ranches neighborhood via the method of horizontal directional drilling (HDD) (the "Services") for the West Water Treatment Capacity Expansion and Upgrades – Offsite Pipeline (the "Specific Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. **Contract Documents**

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the “Specific Projects” or “Project Agreement”) and the Continuing Services Agreement dated August 24, 2022, between the City and Consultant, the terms, and conditions of which shall apply to the provision of Services under this Agreement, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement.

1.2 A proposal completed by the Consultant and accepted by the City, attached hereto as **Attachment “A”**;

1.3 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications, and insurance certificates; and

1.4 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail. All definitions and terms used in the RFQ are incorporated herein and made a part of this Agreement.

2. **The Work**

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. **Period of Service**

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. **Compensation**

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be the fee of \$244,411, as specified in the Scope of Services request accepted by the City.

**5. Payments**

**5.1** The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order, or contract amendments provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

**5.2:** The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement and as required by the terms of the RFQ. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

**6. Termination**

This Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

**7. Default:**

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

**8. Anti-lobbying/No Contingent Fee:**

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

**9. Warranties and Guarantees:**

**9.1** The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

**9.2** The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

**10. Binding Effect:**

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

**11. Amendments and Modification:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

**12. Merger; Amendment:**

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

**13. Nonassignability:**

Consultant shall not assign, subcontract, or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

**14. Notices:**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Chen Moore and Associates, Inc.  
Peter Moore, P.E.  
President  
500 West Cypress Creek Road,  
Suite 600  
Fort Lauderdale, FL 33309  
Telephone:(954) 730-0707  
Facsimile: (\_\_\_\_) \_\_\_\_\_

FOR CITY:

City of Miramar  
Dr. Roy L. Virgin  
City Manager  
2300 Civic Center Place  
Miramar, FL 33025  
Telephone: 954-602-3115  
Facsimile: 954-602-3672

With Copy to:

Austin Pamies Norris Weeks  
Powell, P.L.L.C., City Attorney  
401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Telephone: 954-768-9770  
Facsimile: 954-768-9790

**15. Severability; Waiver:**

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

**16. Public Records:**

The Consultant shall comply with The Florida Public Records Act as follows:

**16.1** Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

**16.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

**16.3** 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.

**16.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**16.5** The Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**16.6 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

**17. Ownership Of Documents:**

**17.1** All original construction Drawings and Specifications produced by Consultant under this Agreement shall remain the property, and shall remain in the custody and possession, of Consultant, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked

as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Consultants) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Consultant's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody and control of Consultant. Consultant's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Consultant hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Consultant's Work, and agrees to sign any and all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant shall retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

**17.2** When the City requests that the Consultant provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Consultant will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

**18. Other Provisions:**

**18.1** Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

**18.2** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

**18.3** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**19. Scrutinized Companies:**

**19.1** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**19.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if

the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**19.3** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**19.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**20. E-Verify Program**

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

**FOR CITY:**

ATTEST:

**CITY OF MIRAMAR**

\_\_\_\_\_  
Denise Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin, 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

**CONSULTANT:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

500 West Cypress Creek Road, Suite 630  
Fort Lauderdale, FL 33309  
Office: +1 (954) 730-0707



June 6<sup>th</sup>, 2024

City of Miramar  
Department of Utilities  
13900 Pembroke Road  
Miramar FL 33027  
ATTN: Ronnie Navarro

**Subject: West Water Treatment Plant Capacity Expansion and Updates – Offset Pipeline Proposal  
Design and Construction Engineering Services**

Dear Mr. Navarro:

Chen Moore and Associates (CMA) is pleased to submit the attached scope of work for design and construction engineering services of one (1) 20-inch raw water main, one (1) 20-inch concentrated force main, and one (1) 8-inch sanitary force main in the Country Club Ranches neighborhood. CMA will provide existing site condition survey, site investigation, engineering design services and regulatory permitting for the design phase of this project as well as bidding, construction inspection, and administration services throughout the construction of the project.

### **PROJECT INTRODUCTION**

Within this scope, the City has requested CMA to provide design and construction engineering services for one (1) 20-inch raw water main, (1) 20-inch concentrate force main, and one (1) 8-inch sanitary force main on SW 136<sup>th</sup> Avenue in the Country Club Ranches neighborhood. The project consists of installing (2) 20-inch mains and (1) 8-inch force main from Old Miramar Pkwy to Blue Gill Road on SW 136th Avenue. The project design scope will include the connections of the proposed concentrate force main and 8-inch sanitary force main to the existing force main located just north of Old Miramar Parkway. Through subsurface engineering methods CMA will verify diameter of existing force main and propose connection location. CMA will also design the mains up to the points shown on Exhibit A at which point they will be capped for future connects. CMA will investigate and research methods of installing the new utilities via open cut or horizontal directional drill (HDD). The new pipe to be installed will be approximately 5,550 linear feet of 20-inch and 2,750 linear feet of 8-inch.

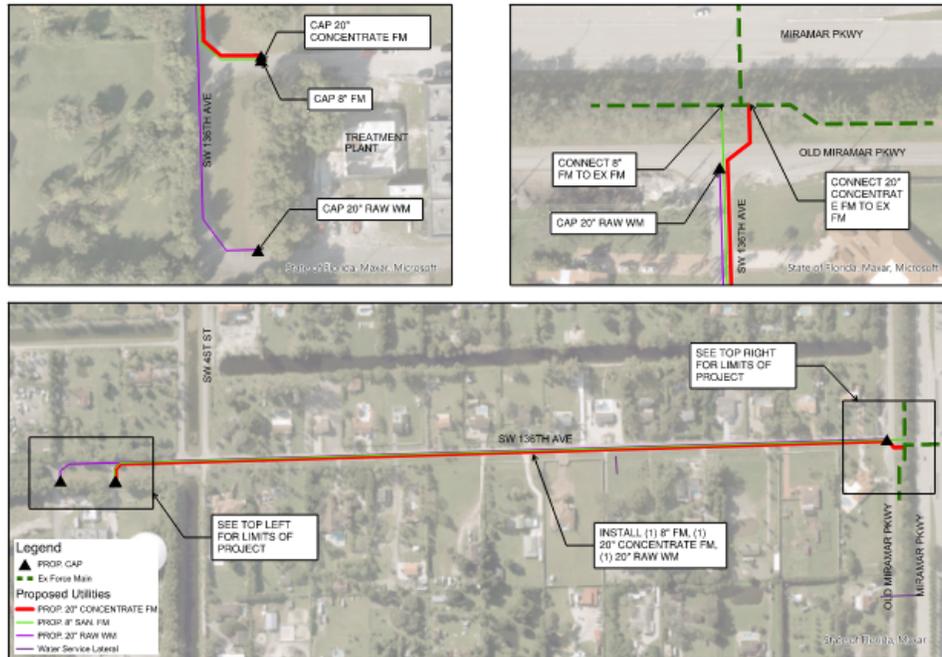


Figure 1: Project Limits

## SCOPE OF SERVICES

### Task 1 Design Services

#### Task 1.1: Preliminary Design Report

CMA shall prepare a Preliminary Design Report memorandum. CMA will analyze two utility installation methods: open cut and horizontal directional drilling (HDD), detailing their processes, equipment, materials, advantages, disadvantages, cost estimates, and impacts on the environment and community. The report will compare the technical feasibility, costs, environmental impacts, and community effects of both methods. Based on these analyses, CMA will provide a recommendation for the preferred installation method, justifying the choice with a summary of findings.

#### Task 1.2: Site Investigation

##### Task 1.2a Topographic Survey

CMA will retain Stoner Associates Inc, a licensed surveyor to complete the topographic survey of the project area. The surveyor will be responsible for providing the topographic survey of the project limits in PDF and CAD formats along with any signed and sealed surveys required during the permitting process. Topographic Survey shall be completed within 60 calendar days from the issuance of the Notice to Proceed by the City. CMA will utilize survey from phase 1 and phase 3 of the Country Club Ranches water main, however, additional survey south of Blue Gill Road and north of Old Miramar Pkwy will be needed. This portion of the project extends into the City's water treatment plant property.



#### Task 1.2b Subsurface Utility Engineering

CMA will retain F.R. Aleman and Associates a license engineer to complete utility designation and (5) five test holes in order to determine utility conflicts and points on connections. Test hole located will provide horizontal and verification location of existing utilities and facilities at the point of interest. The consultant shall provide a PDF report with the following information identified for each test hole: Type of utility, depth to facility and elevation at point of entry, utility material, shape, overall condition, diameter of pips and the configuration, general direction of the utility, and thickness of paving material with general soil conditions.

#### Task 1.2c Project Site Visits

CMA shall perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CMA shall walk the entire site within the project area and obtain photographs of all potential obstructions and encroachments that may impact the proposed improvements. CMA will conduct site visits to confirm the accuracy of the topographic survey and to identify any potential impacts on the proposed improvements. As necessary, CMA shall conduct site visits throughout the design process to confirm and inspect the existing conditions from the issuance of Notice to Proceed by the City until the completion of the 100% Design Submittal.

#### Task 1.3: 60% Design Submittal

CMA will prepare and submit 60% design project documents for the project area to the City for review, comment and/or approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these 60% design drawings, which will consist of the following sheets: cover, index, general notes, existing condition plans, raw water and force main improvement plans (plan view only, profile view to be included in following submittal), restoration plans, and standard detail drawings.
- Cost Estimate – CMA will provide a cost estimate of the probable construction costs which will reflect the proposed work included within the 60% Design Submittal.

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CMA shall review asbuilt data provided by the Contractors Licensed Surveyor. CMA shall provide comments for Contractor to address and make any corrections necessary. CMA shall prepare record drawings based on asbuilts provided electronically by the Contractors Licensed Surveyor. CMA shall prepare record drawings in conformance with current City standards. The fees for this task will be paid on an hourly not to exceed basis.

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CMA shall assist the CITY with the closeout of the contractor's contract. CMA shall review and approve all final documents submitted by the contractor, which will include the project as-built drawings CMA shall submit



project certifications to the relevant regulatory agencies per permit requirements. CMA shall submit a project certification letter to the City upon the final acceptance of the project. All work under this task will be billed on an hourly not to exceed basis.

### **Task 3: Reimbursable Expenses**

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### **Task 4: Engineering Assistance Allowance (As-Needed)**

Additional services as requested by the City outside of the items defined within scope above, including but not limited to additional engineering services, geotechnical services, environmental services, permitting and construction services. All work under this task will be billed on an hourly not to exceed basis.

## **DELIVERABLES**

CMA will provide the following deliverables at each submittal:

### Design Plans:

- 4 half size sets (11"x17") at each submittal, except for 100% final drawing submittal
- 4 full size sets at 1:20 scale (22" x34"), sign and sealed, for 100% final drawing submittal
- 1 digital copy (CAD format) at each submittal
- 1 digital copy (PDF format) at each submittal

### Technical Specifications:

- 1 hard copy at each submittal
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## **SCOPE ASSUMPTIONS**

- City will provide all available as-built drawings, atlas maps, and other plans for any city-owned utilities or facilities within the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.
- City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City Building Permit. CMA will only be responsible for any revisions to the design plans required by the City Building Department.
- City will provide timely responses to information included within each submittal.
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- City will reimburse CMA for any document reproduction costs for all submittals to City and to regulatory agencies, beyond the number of copies stipulated in the deliverables.
- Additional reimbursable expenses requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, additional document reproduction, or express delivery of documents, shall be approved by the City before proceeding

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Fort Lauderdale, FL 33309  
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with the work.

- CMA will be responsible for limited construction inspection, reviewing shop drawings, pay requests, responding to any requests for additional information from the contractor, and attending monthly progress meetings during the construction phase.
- Any additional engineering services from CMA requested by the City outside of the items defined within scope shall be submitted to the City for approval and/or authorization. Upon the Cities approval work will be billed at hourly rates according the attached Rate Schedule.
- Proposed design services will not include any work to connect proposed raw water to existing utilities and/or future raw water wells. Design will include only main line raw water main on SW 136<sup>th</sup> Avenue to be capped on both ends.
- Proposed design services will include work to connect proposed sanitary force main and concentrated water main to existing utilities on the north limits of the project. Design will include capping proposed sanitary force main and concentrated water on south end of project as requested by the City.
- Attached exhibit shows limits of utility design.

**PROJECT FEES**

CMA has prepared this proposal for the professional construction engineering services necessary to accomplish this scope of services on this project. The total amount for this scope is **\$244,411.00** which are summarized for each task within the table below:

<b>Task</b>	<b>Task Description</b>	<b>Fee</b>
1	Design Services	\$142,731
2	Construction Engineering Services	\$86,680
3	Reimbursable Expenses	\$5,000
4	Engineering Assistance Allowance (As-Needed)	\$10,000
	<b>Total:</b>	<b>\$244,411</b>

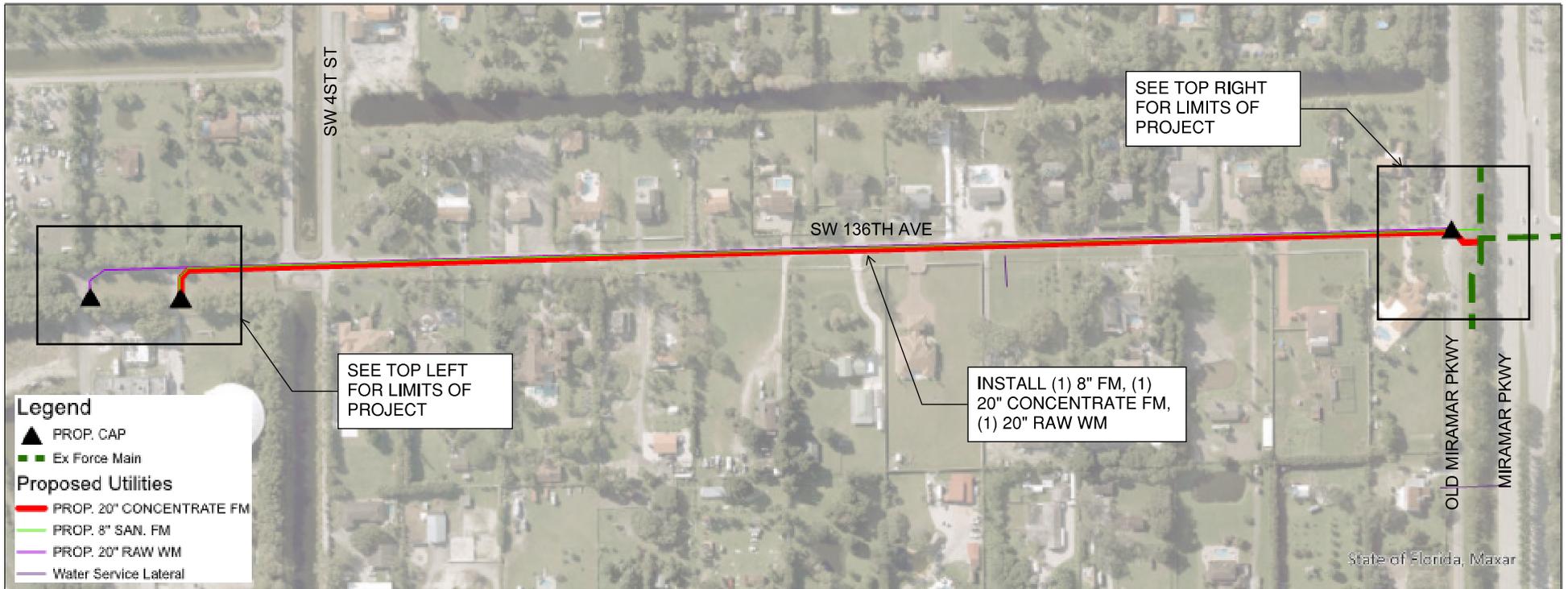
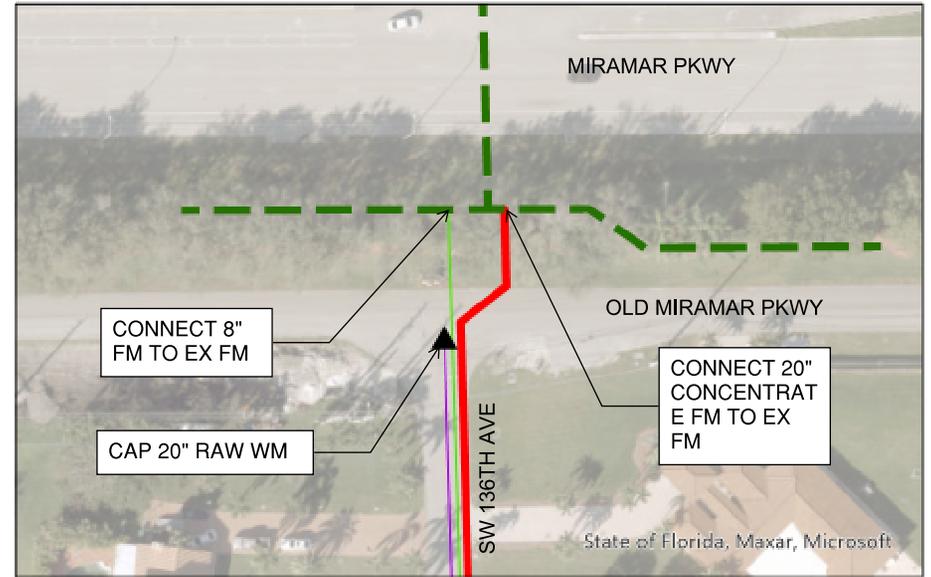
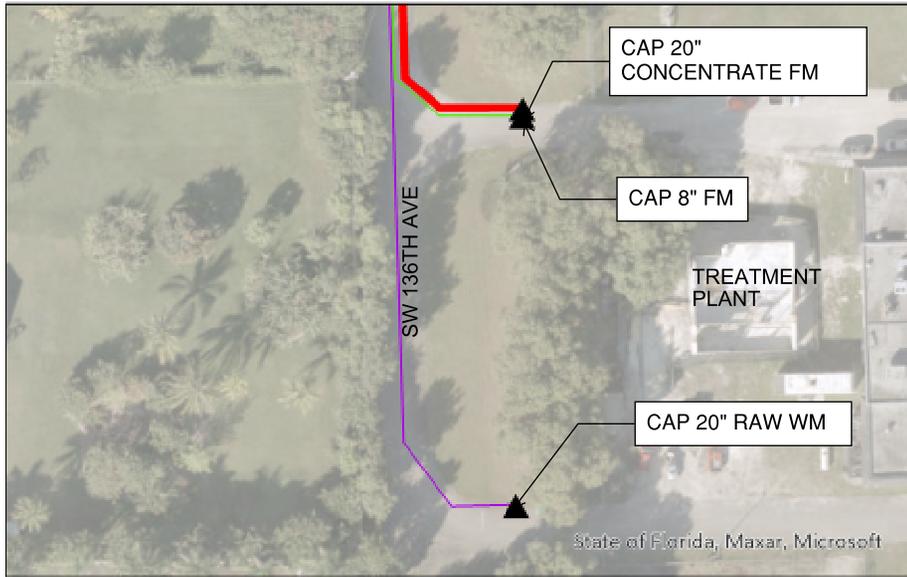
Should you have any questions, please do not hesitate to contact me at my office at (954) 744-8282 or on my cell phone at (561) 926-2596 or send me an electronic message at [vlocigno@chenmoore.com](mailto:vlocigno@chenmoore.com)

Respectfully submitted,

*Vincent Locigno*

CHEN MOORE AND ASSOCIATES  
Vincent Locigno, P.E.  
Senior Engineer

# Exhibit A



**Legend**

- ▲ PROP. CAP
- Ex Force Main

**Proposed Utilities**

- PROP. 20" CONCENTRATE FM
- PROP. 8" SAN. FM
- PROP. 20" RAW WM
- Water Service Lateral



## West Water Treatment Plant Capacity Expansion and Updates – Offset Pipeline Proposal



500 West Cypress Creek Road, Suite 630  
Fort Lauderdale, FL 33309  
Office: +1 (954) 730-0707



June 6<sup>th</sup>, 2024

City of Miramar  
Department of Utilities  
13900 Pembroke Road  
Miramar FL 33027  
ATTN: Ronnie Navarro

**Subject: West Water Treatment Plant Capacity Expansion and Updates – Offset Pipeline Proposal Design and Construction Engineering Services**

Dear Mr. Navarro:

Chen Moore and Associates (CMA) is pleased to submit the attached scope of work for design and construction engineering services of one (1) 20-inch raw water main, one (1) 20-inch concentrated force main, and one (1) 8-inch sanitary force main in the Country Club Ranches neighborhood. CMA will provide existing site condition survey, site investigation, engineering design services and regulatory permitting for the design phase of this project as well as bidding, construction inspection, and administration services throughout the construction of the project.

### **PROJECT INTRODUCTION**

Within this scope, the City has requested CMA to provide design and construction engineering services for one (1) 20-inch raw water main, (1) 20-inch concentrate force main, and one (1) 8-inch sanitary force main on SW 136<sup>th</sup> Avenue in the Country Club Ranches neighborhood. The project consists of installing (2) 20-inch mains and (1) 8-inch force main from Old Miramar Pkwy to Blue Gill Road on SW 136th Avenue. The project design scope will include the connections of the proposed concentrate force main and 8-inch sanitary force main to the existing force main located just north of Old Miramar Parkway. Through subsurface engineering methods CMA will verify diameter of existing force main and propose connection location. CMA will also design the mains up to the points shown on Exhibit A at which point they will be capped for future connects. CMA will investigate and research methods of installing the new utilities via open cut or horizontal directional drill (HDD). The new pipe to be installed will be approximately 5,550 linear feet of 20-inch and 2,750 linear feet of 8-inch.

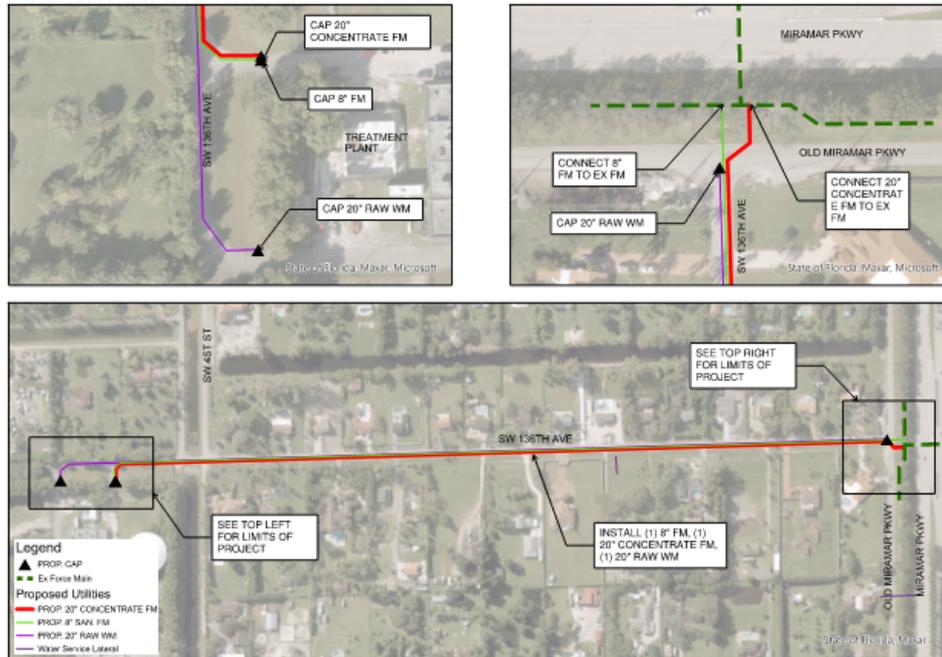


Figure 1: Project Limits

## SCOPE OF SERVICES

### Task 1 Design Services

#### Task 1.1: Preliminary Design Report

CMA shall prepare a Preliminary Design Report memorandum. CMA will analyze two utility installation methods: open cut and horizontal directional drilling (HDD), detailing their processes, equipment, materials, advantages, disadvantages, cost estimates, and impacts on the environment and community. The report will compare the technical feasibility, costs, environmental impacts, and community effects of both methods. Based on these analyses, CMA will provide a recommendation for the preferred installation method, justifying the choice with a summary of findings.

#### Task 1.2: Site Investigation

##### Task 1.2a Topographic Survey

CMA will retain Stoner Associates Inc, a licensed surveyor to complete the topographic survey of the project area. The surveyor will be responsible for providing the topographic survey of the project limits in PDF and CAD formats along with any signed and sealed surveys required during the permitting process. Topographic Survey shall be completed within 60 calendar days from the issuance of the Notice to Proceed by the City. CMA will utilize survey from phase 1 and phase 3 of the Country Club Ranches water main, however, additional survey south of Blue Gill Road and north of Old Miramar Pkwy will be needed. This portion of the project extends into the City's water treatment plant property.



#### Task 1.2b Subsurface Utility Engineering

CMA will retain F.R. Aleman and Associates a license engineer to complete utility designation and (5) five test holes in order to determine utility conflicts and points on connections. Test hole located will provide horizontal and verification location of existing utilities and facilities at the point of interest. The consultant shall provide a PDF report with the following information identified for each test hole: Type of utility, depth to facility and elevation at point of entry, utility material, shape, overall condition, diameter of pips and the configuration, general direction of the utility, and thickness of paving material with general soil conditions.

#### Task 1.2c Project Site Visits

CMA shall perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CMA shall walk the entire site within the project area and obtain photographs of all potential obstructions and encroachments that may impact the proposed improvements. CMA will conduct site visits to confirm the accuracy of the topographic survey and to identify any potential impacts on the proposed improvements. As necessary, CMA shall conduct site visits throughout the design process to confirm and inspect the existing conditions from the issuance of Notice to Proceed by the City until the completion of the 100% Design Submittal.

#### Task 1.3: 60% Design Submittal

CMA will prepare and submit 60% design project documents for the project area to the City for review, comment and/or approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

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### **Task 2: Construction Engineering Services**

#### Task 2.1 Bidding Assistance

CMA will assist the City with the preparation of the bid advertisement and bid documents. CMA will attend the Pre-Bid Meeting and will answer all questions and clarifications from potential bidders that are technical in nature. CMA will respond to all written questions requesting clarification of the technical documents for this project. CMA will review the final bid results and make a recommendation for bid award. City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CMA shall



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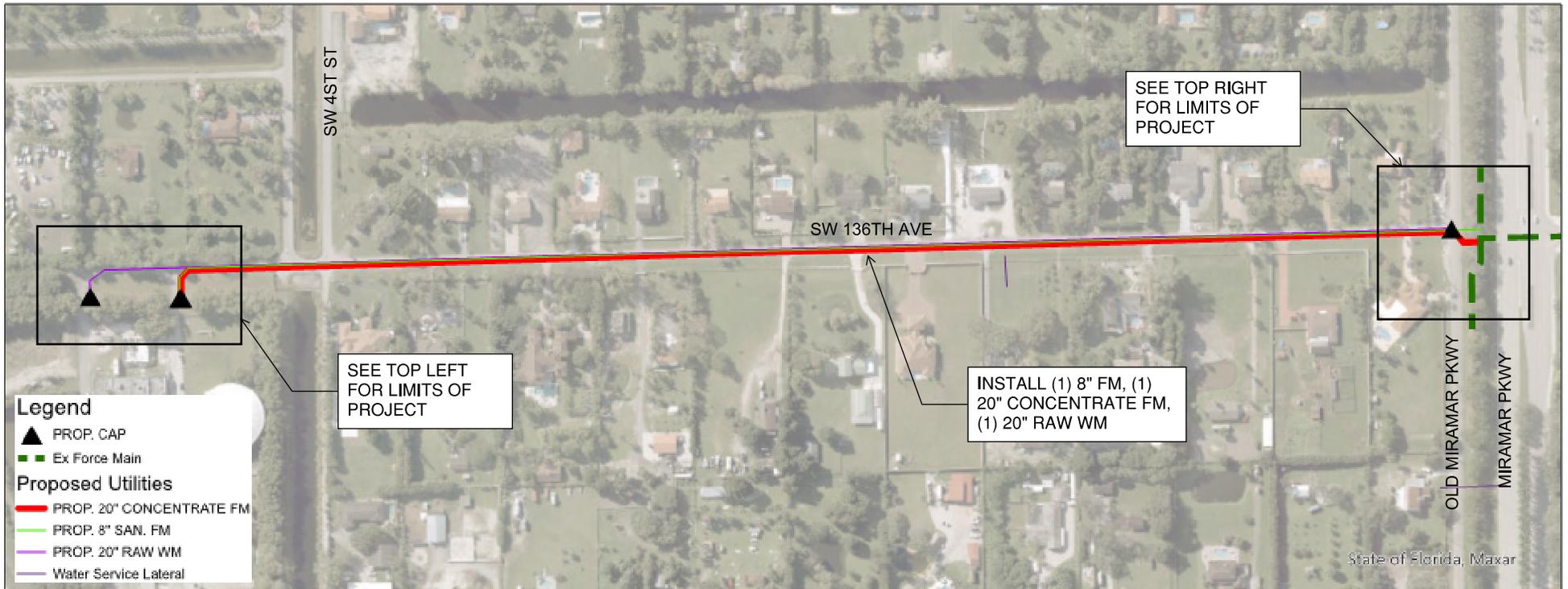
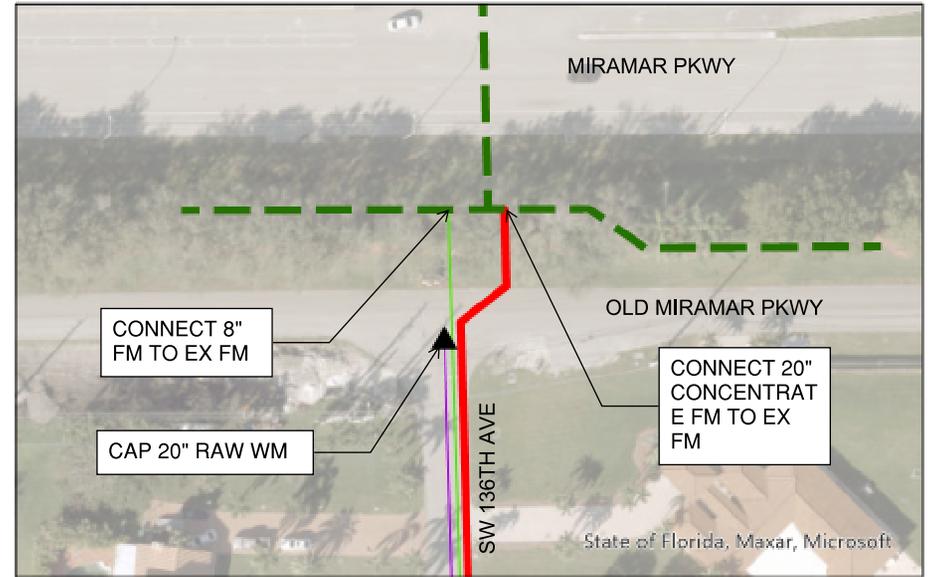
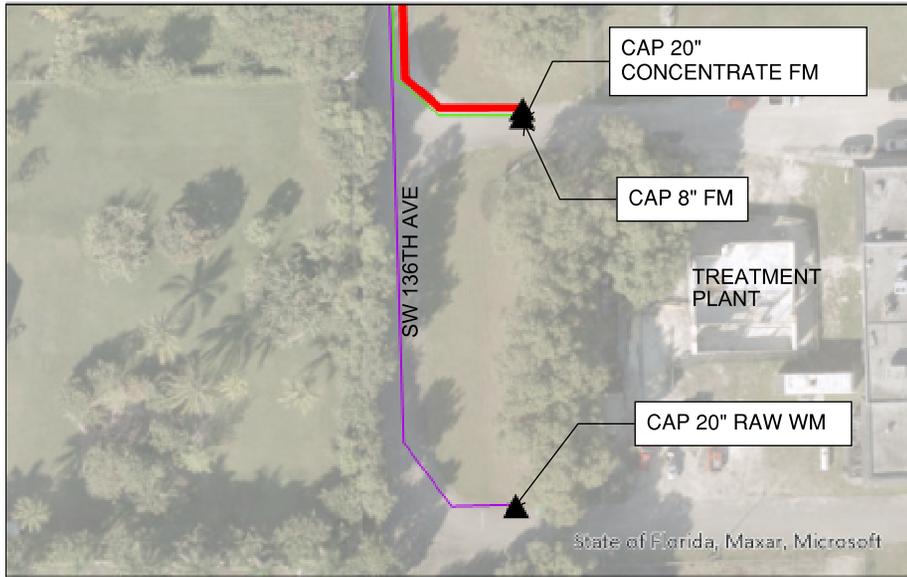
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Respectfully submitted,

*Vincent Locigno*

CHEN MOORE AND ASSOCIATES  
Vincent Locigno, P.E.  
Senior Engineer

# Exhibit A



- Legend**
- ▲ PROP. CAP
  - Ex Force Main
- Proposed Utilities**
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  - PROP. 8" SAN. FM
  - PROP. 20" RAW WM
  - Water Service Lateral



## West Water Treatment Plant Capacity Expansion and Updates – Offset Pipeline Proposal

