

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

Meeting Date: June 17, 2025

Presenter's Name and Title: Eric Francois, Senior Project Manager, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Eric Francois, Senior Project Manager of Utilities

Temp. Reso. Number: 8409

Item Description: Temp. Reso. #R8409 APPROVING THE AWARD OF REQUEST FOR LETTER OF INTEREST, RLOI NO. 24-11-11, ENTITLED "DESIGN SERVICES FOR THE WEST WATER TREATMENT PLANT MAIN CONTROL AND ADMINISTRATION BUILDING RENOVATION," TO THE MOST QUALIFIED, RESPONSIVE AND RESPONSIBLE RESPONDER, BEA ARCHITECTS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT AGREEMENT WITH BEA ARCHITECTS, INC., TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE WEST WATER TREATMENT PLANT MAIN CONTROL AND ADMINISTRATION BUILDING RENOVATION IN THE AMOUNT NOT-TO-EXCEED \$119,321 INCLUDING OPTIONAL SERVICES, AND PROVIDING A PROJECT ALLOWANCE OF \$30,000 FOR A TOTAL AMOUNT OF \$149,321 (Utilities Senior Project Manager 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 of \$150,000 is available in Utilities, GL- Account 410-55-800-539-000-606502-53031 – CIP-Plan/Design/Engineering


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8409**
 - **Exhibit A:** Proposed Agreement with BEA Architects, Inc.
- **Attachment(s)**
 - **Attachment 1:** BEA Architects, Inc. proposal for Professional Engineering Service



**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: June 11, 2025

RE: Temp. Reso. No. 8409, West Water Treatment Plant Main Control and Administration Building Renovation

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8409, approving the award of Request for Letters of Interest ("RLOI") No. 24-11-11, entitled, "West Water Treatment Plant Main Control and Administration Building Renovation," to BEA Architects, Inc.; and authorizing the City Manager to execute the proposed project agreement with BEA Architects, Inc. in the amount not-to-exceed \$119,321 and providing a project allowance of \$30,000 for a total amount of \$149,321 for professional design services for the West Water Treatment Plant Main Control and Administration Building Renovation.

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 ("WWTP") which was constructed in the mid-1990's. The purpose of the project is to renovate the Main Control and Administration Building including the vacated laboratory space to create additional office space for Utilities staff.

DISCUSSION: Upgrading the mid-1990s water treatment control room is essential to meet modern regulatory codes, close cybersecurity gaps, and provide an ergonomically sound, disability compliant workspace that reduces operator error and fatigue. Modern equipment, energy efficient air conditioning and automatic lighting controls will lower utility costs and extend asset life. Having a state-of-the-art design with enhanced reliability, real-time data, and remote Human Machine Interface (HMI) strengthens operational resilience and

supports the City's sustainability goals, positioning the utility for future growth and development.

PROCUREMENT: On December 6, 2022, the Procurement Department issued RLOI, No. 24-11-11, entitled, "West Water Treatment Plant Main Control and Administration Building Renovation," and the consultant responded as a pre-qualified firm under the Architectural and Engineering Consulting Services library.

The City's evaluation committee evaluated the proposal and deemed BEA Architects, Inc. (the Consultant) the most qualified responsive and responsible Responder, subject to successful negotiation.

Between February 2025 and May 2025, the scope of work negotiations occurred between the City and the Consultant. After successful negotiations, the Consultant submitted its final proposal on May 5, 2025, in an amount not-to-exceed \$119,321 including optional services.

The scope of work includes the following:

- Assessment of Existing Condition
- Schematic and Final Architectural Design
- Construction Design Documents (Architectural, Mechanical, Plumbing, limited Fire Alarm and Fire Protection)
- Permitting and Bidding Assistance
- Construction Administration Services

The Optional Services include the following:

- Furnishing, Fixtures and Equipment Design and Coordination
- Low Voltage/Data/Communications Layout
- Project Specifications and Record Drawings

ANALYSIS: Renovating a 30-year-old facility to current standards is a strategic investment that enhances employee productivity, safety, and effectiveness while reducing operational costs. Modern designs promote collaboration, energy efficiency, and technology integration, aligning the workspace with contemporary business needs and regulatory requirements.

FUNDING: Funding of \$150,000 is available in Utilities, GL- Account 410-55-800-539-000-606502-53031 – CIP-Plan/Design/Engineering

Temp. Reso. No. 8409

4/10/25

6/10/25

**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 LETTER OF INTEREST, RLOI NO. 24-11-11, ENTITLED “DESIGN SERVICES FOR THE WEST WATER TREATMENT PLANT MAIN CONTROL AND ADMINISTRATION BUILDING RENOVATION,” TO THE MOST QUALIFIED, RESPONSIVE AND RESPONSIBLE RESPONDER, BEA ARCHITECTS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT AGREEMENT WITH BEA ARCHITECTS, INC. TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE WEST WATER TREATMENT PLANT MAIN CONTROL AND ADMINISTRATION BUILDING RENOVATION IN THE AMOUNT NOT-TO-EXCEED \$119,321 INCLUDING OPTIONAL SERVICES, AND PROVIDING A PROJECT ALLOWANCE OF \$30,000 FOR A TOTAL AMOUNT OF \$149,321; 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 S. Flamingo Road in Miramar; and

WHEREAS, the funding was approved in the Fiscal Year 2025 Capital Improvement Program to renovate the main Control and Administration Building at the West Water Treatment Plant; and

WHEREAS, City Commission approval is required for expenditures exceeding \$75,000, in accordance with Section 2-412(a)(1) of the City Code; and

Reso. No. _____

WHEREAS, on December 6, 2022, the Procurement Department issued Request for Letters of Interest (RLOI), No. 24-11-11, entitled: “West Water Treatment Plant Main Control and Administration Building Renovation” and the consultant responded as a pre-qualified firm under the Architectural and Engineering Consulting Services library; and

WHEREAS, in December 2022, the City received a proposal from BEA Architects, Inc.; and

WHEREAS, the City’s evaluation committee evaluated the proposal and deemed BEA Architects, Inc. the most qualified responsive and responsible Responder, subject to successful negotiation; and

WHEREAS, after successful negotiations, BEA Architects, Inc. submitted its fee for the scope of work, in an amount not-to-exceed \$119,321 (including optional services); and

WHEREAS, The City Manager recommends approval of the award of RLOI No. 24-11-11, entitled: “West Water Treatment Plant Main Control and Administration Building Renovation,” to the most qualified responsive and responsible responder, BEA Architects, Inc., in the amount not-to-exceed \$119,321 and approving a project allowance \$30,000 for a total amount of \$149,321 for the provision of professional design services, and authorize the City Manager to execute an appropriate agreement; 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 RLOI, No. 24-11-11 to BEA Architects, Inc., and to authorize the City Manager to execute the proposed agreement in substantial conformity with Exhibit “A,” attached hereto.

**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 RLOI No. 24-11-11, entitled, “West Water Treatment Plant Main Control and Administration Building Renovation,” to the most qualified responsive and responsible Responder, BEA Architects, Inc., in the amount not-to-exceed \$119,321.

Section 3: That the City Manager is authorized to execute the Agreement with BEA Architects, Inc. in the total amount of \$119,321 and providing a project allowance of \$30,000 for a total amount of \$149,321 for the provision of professional design services.

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 be effective immediately upon the Commission’s adoption.

Temp. Reso. No. 8409

4/10/25

6/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

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

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



**PROJECT AGREEMENT
FOR WWTP MAIN CONTROL AND ADMINISTRATION BUILDING
RENOVATION
BETWEEN
THE CITY OF MIRAMAR
AND
BEA ARCHITECTS, INC.**

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 BEA Architects, Inc., a Florida corporation, authorized to conduct business in the State of Florida (the "Consultant"), whose principal place of business is 11575 NW 7TH Avenue, Miami 33168.

WHEREAS, the City advertised RFQ 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 Architectural Services 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 a Response by Rotation RLOI# 24-11-11 ("RLOI"), and has been chosen by the City to provide architectural services (the "Services") for: WWTP Main Control and Administration Building Renovation (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") in the Continuing Services Agreement between the parties, including any

General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement.

1.2 A Scope of Services request completed by the Consultant and accepted by the City; and

1.3 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.

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

1.5 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 One hundred and nineteen thousand, three hundred and twenty-one Dollars (\$119,321), 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:

Adrian Price, RA
Vice President
BEA Architects, Inc.
11575 NW 7th Avenue
Miami, Florida 33168

Telephone: (305 461-2043

FOR CITY:

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

With Copy to:

Austin Pamies Norris Weeks
Powell, P.L.L.C., City Attorney
401 NW 7th 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 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

FOR CONSULTANT:

WITNESS:

By: _____
_____, _____

Print Name: _____

Date: _____

Corporate Seal:

ARE# _____

February 25th, 2025
 Revised April 29th, 2025
 Revised May 5th, 2025



Martin Brenda
Sr. Contracts Administration Manager
City of Miramar
 2200 Civic Center Place, Building W
 Miramar, FL 33025

Re: City of Miramar West Water Facility Renovation, RLOI Rotation #24-11-11, RFQ #22-12-10

BEA Architects is pleased to submit the following proposal for Architectural Services to prepare Permit & Bid Documents for renovations of **the City of Miramar West Water Facility**, located at **4100 Flamingo Rd, Miramar, FL 33027**. This proposal is in accordance to the existing Professional Services Agreement with the City of Miramar (RFQ #22-12-10). The scope of work is directed for the renovation of the vacated laboratory office space, storage, training room and renovation of the control room and other amenities. See **Exhibit A** for scope of work area, highlighted in red.

DESCRIPTION OF SCOPE OF ITEMS:

- A. Assessment of Existing Conditions & Due Diligence:** Perform analysis of existing interior and exterior conditions. Perform applicable code review based on 2023 Florida Building Code. Review as-built drawings provided by the City of Miramar and perform site visits to verify existing conditions. Owner has informed BEA Architects that the build is approximately 25 years old.
- B. Schematic Design:** Three (3) preliminary design options, limited to floor plan layouts and entrance exterior elevations, per the description of work outlined in Section C below.
- C. Construction Documents:** Prepare permit package for **architectural, mechanical, electrical, plumbing, and, limited fire alarm, limited fire protection** drawings for the following scope of work:
 - Redesign of Lab space 205 into a conference room. New conference room to include storage and private office.
 - Upgrade of bathroom fixtures and finishes (rooms 201 and 202)
 - Upgrade of kitchenette (room 210) cabinetry and finishes for modern look, including typical millwork
 - New interior build-out of server room space for server racks into footprint of existing work areas.
 - Upgrade of Control Room (room 208) for 5 work stations (millwork and FF&E not included)
 - Upgrade exterior façade entry of building with new glass door and limited exterior finishes at entrance.
 - Upgrade of Corridor (room 200) into small welcoming lobby.
 - Limited upgrade of building approach.



- D. **Permit & Bidding Phase Services:** Prepare bid package of contract documents, assist with preparing bid requirements, respond to bidders RFI and issue addendums as needed during bid phase. Coordinate with City of Miramar to establish minimum criteria from bidders. **Provide Probable Construction Cost Opinion (PCCO) as optional service, upon NTP from Owner.**
- E. **Construction Administration Services:** During the Construction Phase BEA (Architect of Record) will act as agent for City of Miramar to coordinate, monitor and observe the Contractors work and performance. As "Owner Agent" BEA will ensure that the construction contract is executed in accordance with the terms of the contract. BEA will use the contract documents to guide the progress, execution, quality and completeness of the work.

PHASES / SCHEDULE:

1. **Phase I (Condition Assessment, Due Diligence):** Perform existing conditions assessment including site visits to collect data. Review existing building documentation provided by Owner.
2. **Phase II (Schematic Design):** Prepare three schematic (non-rendered) interior layout and exterior improvement options. Exterior improvements limited to entry façade and minor sitework limited to approximately 100 sq.ft. of hardscape improvements.
3. **Phase III (Construction Documents – 30%):** Prepare 30% construction documents for above scope items for City of Miramar approval prior to starting Construction Documents package.
4. **Phase IV (Construction Documents – 60%):** Coordination with all agencies having jurisdiction. Develop CD's and include specifications within the drawings. Meet with owner for review and approval.
5. **Phase V (Construction Documents – 90%):** Upon notice to proceed, prepare 90% construction documents for permitting and bidding. Meet with Owner for review and approval. Meet applicable Florida Building Code 2023. Project specifications separate project specification manual. Submit digital Signed & Sealed documents to the Owner.
6. **Phase VI (Permitting):** Submitting digital signed and sealed drawings for permitting with building department. Collaboration with Owner and stakeholders. Coordination with all Agencies Having Jurisdiction. Respond to building department comments.



7. Phase VII (Bidding): Provide drawings for final bid. Participate in bid assistance and addendum preparation; owner to issue and coordinate bidding. Attend pre-bid meeting/walk-through. Collaboration with Owner and create final bids tabulation. **Probable Construction Cost Opinion as optional service, upon NTP from Owner.**

8. Phase VIII (Construction Administration & Close-out):

- Attend pre-bid meeting
- Attend pre-construction meeting
- Attend Bi-weekly Construction Site Meetings
- Review and respond to Contractor's RFIs
- Perform Punch List Review
- Provide Architect's certification of Substantial Completion
- Perform Final Completion review; issue Final Completion Certificate
- Prepare record documentation based on Contractor's mark-ups
- Review Pay Requests
- Review Change Orders
- Assumed Period of Construction: **32 weeks (approx.)**

Estimated Design/Production time period*:

- | | |
|------------------------------------------|-----------------------------------------------|
| ▪ PHASE I – Cond. Assess, Testing | 8 weeks |
| ▪ PHASE II – Schematic Design | 4 weeks |
| ▪ PHASE III – 30% CD's | 6 weeks |
| ▪ PHASE IV – 60% CD's | 8 weeks |
| ▪ PHASE V – 90% CD's | 10 weeks |
| ▪ PHASE VI – Permitting | 10 weeks (subject to Building Dpt.) |
| ▪ PHASE VII – Bidding | 8 weeks (subject to bidding procedure) |
| ▪ PHASE VIII – Const. Admin. | 32 Weeks (approx.) |

*Time periods do not include City of Miramar/Stakeholder/County review time for each submittal.

PROFESSIONAL ARCHITECTURAL FEES:

- | | |
|------------------------------------------|------------------|
| ▪ PHASE I – Cond. Assess, Testing | \$ 5,935 |
| ▪ PHASE II – Schematic Design | \$ 5,855 |
| ▪ PHASE III – 30% CD's | \$ 9,960 |
| ▪ PHASE IV – 60% CD's | \$ 17,590 |
| ▪ PHASE V – 90% CD's | \$ 17,590 |
| ▪ PHASE VI – Permitting | \$ 8,820 |
| ▪ PHASE VII – Bidding | \$ 4,450 |



- **PHASE VIII – Const. Admin.** **\$16,080**

REIMBURSABLE EXPENSES & ALLOWANCES:

- Probable Construction Cost Opinion (PCCO) **\$3,550**
at the time of bidding
- Direct Expenses (travel, printing, etc.) **\$2,000**

Total Project Fee including Reimbursable Expenses & Allowances: \$ 91,830

OPTIONAL SERVICES:

- FF&E Design and Coordination **\$6,611**
- Extended Construction Administration **\$8,040**
- Low Voltage / Data / Communication **\$5,750**
- Project Specifications **\$3,900**
- Record Drawings **\$3,190**

Optional Services subject to written notice to proceed from owner prior to execution of work by A&E team.

EXCLUSIONS:

1. Replacement of roofing membrane, per owner request to exclude.
 - a. Owner communicates that the roofing membrane has not been replaced since the building's construction, approximately 25 years ago. Roofing membrane replacement is recommended because a roofing lifespan is usually 15-30 years.
2. Renderings, including colored elevations, colored floor plans, and perspectives
3. Millwork, apart from typical kitchenette cabinetry
4. Exterior lighting or photometrics
5. Surveying
6. Geotechnical boring samples
7. Irrigation
8. Landscaping
9. Extended hardscaping (past 100 sq.ft., immediately outside building entrance)
10. Zoning board reviews and meetings
11. Permit fees, permit submittal or expediting of permit
12. Record Drawings
13. Historic Building certification application, Registration
14. Phasing plans or MOT (by others)



- 15. Construction Field Inspections
- 16. Structural engineering, design, modifications, analysis, or calculations
- 17. LEED, FGBC, or other Sustainable Building Certifications
- 18. Other scope not explicitly stated in above scope of work.

NOTE: Above fees are LUMP SUM fees to be invoiced monthly or at a rate commensurate with completion of scope of work items.

Please indicate your acceptance by signing/dating below and remitting by email or certified mail.

We appreciate the opportunity to continue building our relationship and look forward to collaborating with City of Miramar in realizing this next project. Feel free to contact me at your convenience if you have any comments or questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adrian Price", written over a light blue circular stamp.

Adrian Price, RA, NCARB
Vice-President
BEA architects, Inc.

City of Miramar

Accepted by: _____

Title: _____

Print Name: _____

Date: ____/____/____