

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

Meeting Date: March 18, 2026

Presenters' Name and Title: Marcelin Denis, Senior Utilities Administrator and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Eric Francois, Senior Project Manager of Utilities

Temp. Reso. Number: 8632

Item Description: TEMP. RESO. #R8632 APPROVING THE AWARD OF REQUEST FOR LETTERS OF INTEREST, RLOI NO. 25-09-38, ENTITLED: HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS PHASE V - WATERMAIN IMPROVEMENTS PROJECT, TO THE MOST QUALIFIED, RESPONSIVE AND RESPONSIBLE RESPONDER, CHEN MOORE AND ASSOCIATES, TO PROVIDE PROFESSIONAL DESIGN SERVICES IN AN AMOUNT NOT-TO-EXCEED \$580,770. *(UTILITIES SENIOR UTILITY ADMINISTRATOR MARCELIN DENIS 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 \$580,770.00 is available in Utilities, GL- Account 410-55-818-533-000-606502-52104 – CIP-Plan/Design/Engineering

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8632**
 - **Exhibit A:** Proposed Agreement with Chen Moore and Associates
- **Attachment(s)**
 - **Attachment A:** Chen Moore and Associates' 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: March 12, 2026

RE: Temp. Reso. No. 8632 Historic Miramar Infrastructure Improvements (HMII) Phase V – Watermain Improvements.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8632, approving the award of Request for Letters of Interest (“RLOI”) No. 25-09-38, entitled: “Historic Miramar Infrastructure Improvements (HMII) Phase V – Watermain Improvements” to Chen Moore and Associates (“CMA”); and authorizing the City Manager to execute the proposed project agreement with CMA in the amount not-to-exceed \$580,770 for professional design and construction management services for the Historic Miramar Infrastructure Improvements (“HMII”) Phase V – Watermain Improvements.

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 City’s water distribution and wastewater collection systems. The purpose of this project is to address aging water distribution infrastructure within the City’s historic neighborhoods. This project will replace deteriorated potable water mains, improve fire hydrant coverage, improve fire flow protection, and will provide for the installation of a new sanitary force main to enhance system reliability, public safety, and regulatory compliance. This project was approved and funded through the FY 2025–2026 Capital Improvement Program (CIP).

On September 16, 2025, the Procurement Department issued RLOI, No. 25-09-38, entitled “Historic Miramar Infrastructure Improvements (HMII) Phase V – Watermain Improvements,” to all seven firms listed under category 2, of the Architectural and Engineering Consulting Services Library.

On October 7, 2025, the City received responses from five (5) firms. On October 23, 2025, the Evaluation Committee reviewed and evaluated the submittals in accordance with the criteria outlined in the RLOI. Based on the evaluation, CMA was ranked as the most qualified responsive and responsible firm, subject to successful contract negotiations.

Subsequent negotiations were conducted, and CMA submitted a proposed fee for the required scope of services in an amount not-to-exceed \$580,770.

DISCUSSION: The Historic Miramar Infrastructure Improvements Phase V project is a critical component of the City's ongoing efforts to modernize aging water and wastewater infrastructure while ensuring reliable service delivery and enhanced public safety within established neighborhoods.

ANALYSIS: The project is necessary to enhance system reliability, public safety, and long-term infrastructure sustainability while reducing future maintenance and emergency repair costs.

Temp. Reso. No. 8632

1/27/26

3/10/26

**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, RLOI NO. 25-09-38, ENTITLED “HISTORIC MIRAMAR INFRASTRUCTURE IMPROVEMENTS (HMII) PHASE V - WATERMAIN IMPROVEMENTS PROJECT,” TO CHEN MOORE AND ASSOCIATES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHEN MOORE AND ASSOCIATES, TO PROVIDE PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT NOT-TO-EXCEED \$580,770.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar (“City”) Utilities Department is responsible for the operation and maintenance of the City’s wastewater reclamation facility and associated water and wastewater infrastructure; and

WHEREAS, the City seeks to address aging water distribution infrastructure within historic neighborhoods by replacing deteriorated potable water mains, improving fire hydrant coverage, improving fire flow protection, and installing a new sanitary force main to enhance system reliability, public safety, and regulatory compliance; and

WHEREAS, the Historic Miramar Infrastructure Improvements (HMII) Phase V – Watermain Improvements project was approved and funded through the City’s FY 2025–2026 Capital Improvement Program (CIP); 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. _____

Temp. Reso. No. 8632

1/27/26

3/10/26

WHEREAS, on September 16, 2025, the Procurement Department issued Request for Letters of Interest (“RLOI”) No. 25-09-38 to the seven firms listed under Category 2 of the Architectural and Engineering Consulting Services Library, to solicit qualifications for professional design services for this project; and

WHEREAS, the City received responses from five (5) firms, and the Evaluation Committee reviewed and evaluated the submittals in accordance with the criteria outlined in the RLOI; and

WHEREAS, based on the evaluation, Chen Moore and Associates (“CMA”) was determined to be the most qualified, responsive, and responsible firm, subject to successful contract negotiations; and

WHEREAS, subsequent negotiations were conducted with CMA, resulting in a proposed fee for professional design services in an amount not-to-exceed \$580,770; and

WHEREAS, the City Manager recommends approval of the award of RLOI No. 25-09-38, entitled “Historic Miramar Infrastructure Improvements (HMII) Phase V – Watemain Improvements Project,” to CMA; 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 of the RLOI, NO. 25-09-38 to CMA, and to authorize the City Manager to execute the proposed agreement in substantial conformity with Exhibit “A,” attached hereto.

Temp. Reso. No. 8632

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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 Letter of Interest No. 25-09-38, entitled “Historic Miramar Infrastructure Improvements (HMII) Phase V – Watermain Improvements,” to the most qualified responsive and responsible Responder, Chen Moore and Associates, in the amount not-to-exceed \$580,770.

Section 3: That the City Manager is authorized to execute a project agreement with Chen Moore and Associates in an amount not-to-exceed \$580,770, consistent with the terms negotiated for the required scope of 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.

Temp. Reso. No. 8632

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3/10/26

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

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____



PROJECT AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE HISTORIC
MIRAMAR INFRASTRUCTURE IMPROVEMENTS (HMII) PHASE V –
WATERMAIN IMPROVEMENTS
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 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 established a pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis pursuant to RFQ# 22-12-10: Architectural and Engineering Consulting Services; and

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

WHEREAS, in accordance with the RFQ the City advertised Request for Letters of Interest No. 25-09-38: Professional Engineering Services for the Historic Miramar Infrastructure Improvements (HMII) – Phase V- Watermain Improvements Project (the “RLOI”); and

WHEREAS, the Consultant responded to the RLOI, and has been chosen by the City to provide the Services; and

WHEREAS, 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”) between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement.

1.2 The Scope of Services submitted by the Consultant and accepted by the City, attached hereto as **Attachment “A”**

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 are 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 Attachment A.

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 Attachment A.

4. **Compensation**

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be the fee of five hundred and eighty thousand, seven hundred and seventy dollars and zero cents (**\$580,770.00**), as specified in Attachment A.

5. Payments

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in 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 portion of the 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 invoices submitted to the City.

6. Termination

6.1 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.

6.2 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. Non-assignability

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:

Title:
Chen Moore and Associates
500 West Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309

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 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:

CITY OF MIRAMAR

ATTEST:

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:

CHEN MOORE AND ASSOCIATES

WITNESS:

By: _____

Print Name: _____

Print Name: _____

Date: _____

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



January 22nd, 2026

Attachment "A"

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

**Subject: HMII Phase V - Watermain Improvements 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 for the water main and force main improvements associated with the Historic Miramar Infrastructure Improvements (HMII) Phase V – Water Main Improvements Project.

The project consists of the replacement of approximately 26,000 linear feet of potable water main, installation of approximately 1,000 linear feet of new 6-inch force main, relocation of existing infrastructure from rear yard easements to public rights-of-way, installation of new water service connections, meter boxes, and fire hydrants. CMA will provide site investigation, engineering design, and regulatory permitting services during the design phase, as well as bidding assistance, construction engineering and inspection (CEI), and contract administration services throughout construction.

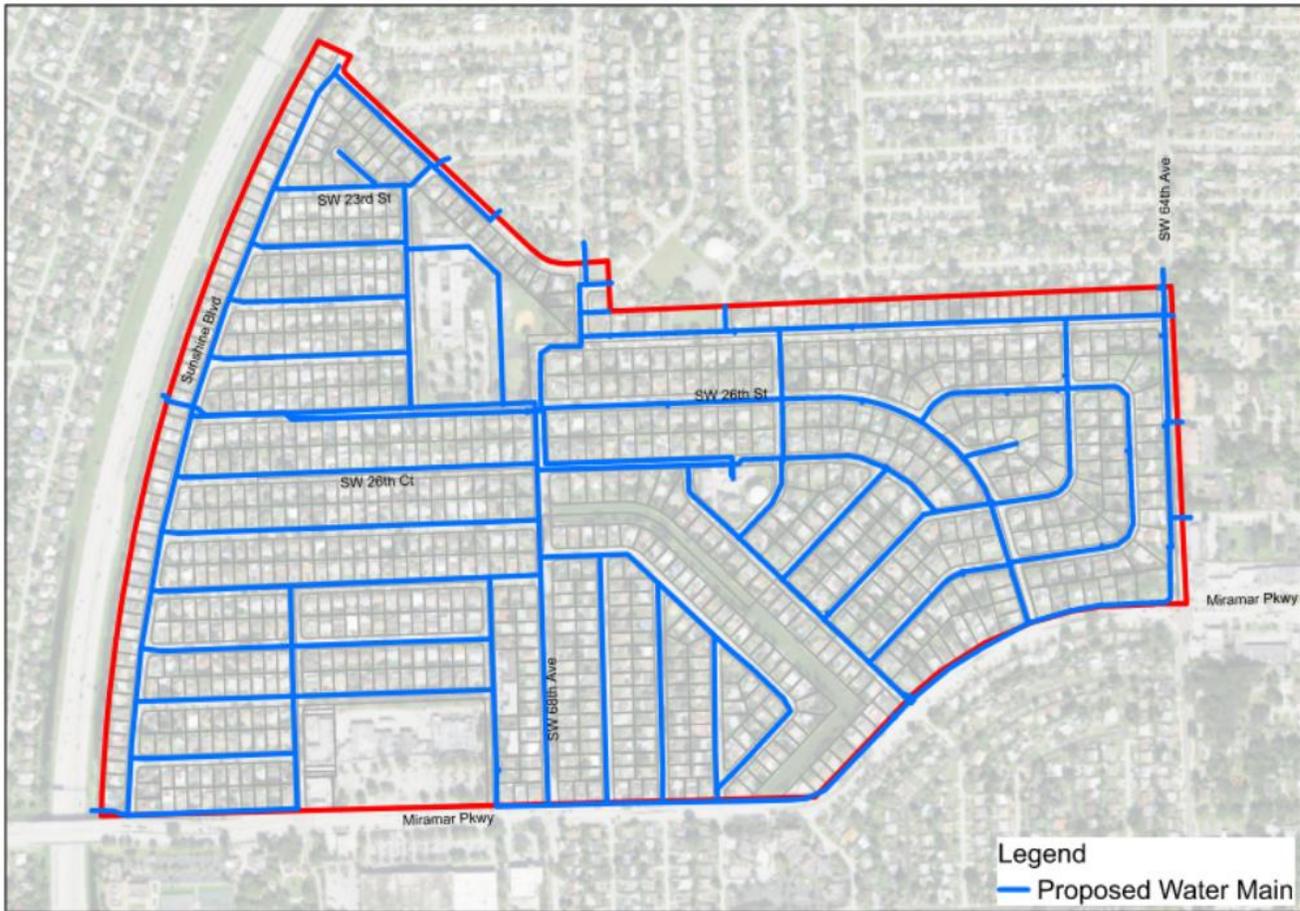
PROJECT INTRODUCTION

The City has requested CMA to provide professional engineering services for the design and construction of the proposed water main and force main improvements. The project scope includes upsizing all existing 2-inch and 4-inch water mains to 6-inch diameter. Existing water mains 6-inch diameter and larger will be replaced in kind.

During design, CMA will evaluate pipe materials, construction methods, and installation techniques to provide the City with value-engineering recommendations and life-cycle cost considerations. Based on preliminary coordination, CMA understands that existing water services currently located in rear yard easements will be relocated into the public right-of-way. CMA will provide engineering services for the design and reconnection of all affected water services.

The project also includes the installation of approximately 1,000 linear feet of new 6-inch force main to address operational issues at Lift Station No. 4. The proposed force main will be routed to the existing manhole at SW 68 Avenue and SW 22 Street, which ultimately discharges to Lift Station M.

The City is currently working with Kimley-Horn on the design of stormwater drainage improvements within the same project limits. An existing topographic survey has been completed as part of that effort, and it is anticipated that this survey will be provided to CMA for use in the design of the proposed water and force main improvements. It is also anticipated that CMA will participate in coordination meetings with Kimley-Horn and the City throughout the design and construction phases to coordinate between the stormwater and utility improvements and to minimize potential conflicts between the respective designs.



Miramar Infrastructure Improvements (HMII) Phase V
Watermain Improvements Project
RLOI #25-09-38
Proposed Water Main Layout

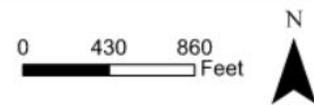


Figure 1: Project Limits

SCOPE OF SERVICES

Task 1 Design Services

Task 1.1A Document Research/Review

CMA will review all available topographic surveys, atlases, design drawings, and/or record drawings for the existing utilities within the project area to determine the configuration of existing conditions. CMA shall utilize survey, asbuilts and test hole information to determine existing conditions of the project area. The approximate location of all existing underground utilities will be incorporated into the design plans based on any available drawings.

Task 1.1B Subsurface Utility Engineering Services

The task consists of providing Subsurface Utility Engineering (SUE) Quality Level “A” services and SUE designation services within the survey limits, including performing vacuum test holes at 50 locations. Each test hole will be documented with a field report including utility ownership, observed conditions, measured elevations, and a sketch of the surrounding area. Color-coded above-ground markers will be installed above the utility centerline and surveyed for elevation. The final deliverable will be a compiled Vacuum Test Hole Report provided in PDF format.

Task 1.1C 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 1.2: 60% Design Submittal

CMA will prepare and submit 60% design 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 design 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, water and force main plans (plan view only, profile view to be included in following submittal), restoration plan, and standard detail drawings.
- Estimate of Probable Construction Cost – CMA will provide an estimate of the probable construction costs which will reflect the proposed work included within the 60% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 60% Design Submittal. CMA will attend meetings with the City staff to discuss review comments on the 60% Design Submittal. Any review comments from the City on the 60% submittal are expected to be provided to CMA in a timely manner.

Task 1.3: 90% Design Submittal

CMA will prepare and submit 90% design 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 90% design drawings, which will consist of the following sheets: cover, index, general notes, existing condition plans, water and force main plans (plan and profile view), restoration plans and standard detail drawings.
- Technical Specifications – CMA will prepare technical specifications for the proposed work included within the 90% Design Submittal.



- Estimate of Probable Construction Cost – CMA will update the estimate of the probable construction costs which will reflect the proposed work included within the 90% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 90% Design Submittal. CMA will attend meetings with the City staff to discuss any review comments on the 90% Design Submittal.

Task 1.4: Regulatory Permitting

CMA shall secure the relevant construction permits required for the proposed water and force main improvements within the project area, this includes, but is not limited, to permit application packages to Florida Department of Environmental Protection/Broward County Environmental Permitting for the utility improvements, Broward County Highway Engineering Division for the work in the right-of-way of Miramar Parkway, Broward County Traffic Engineering Division for pavement markings and signage, and City of Miramar. CMA shall submit the design plans to the City Engineering Department for review of the proposed improvements.

Task 1.5: 100% Design Submittal

CMA will prepare and submit 100% design documents to the City for review and 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 final design drawings, which will consist of the existing condition and demolition plans, water and force main plans (plan and profile), restoration plans to include pavement markings and signage plans (when not covered by Drainage Improvement Project) and standard detail drawings.
- Technical Specifications – CMA will prepare final technical specifications of the proposed work defined within the 100% Design Submittal.
- Estimate of Probable Construction Cost – CMA will prepare a final estimate of the probable construction costs, which will reflect the proposed work defined within the 100% Design Submittal.
- Bid Schedule – CMA will prepare a final bid schedule, which will include line items for the proposed work defined within the 100% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 100% Design Submittal. CMA will attend up to one (1) meeting with the City staff to discuss any permitting review comments in order to prepare 100% design.

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 technical questions and clarifications from potential bidders. 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. CMA shall not 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 complete this task according to the schedule defined by the City for the bidding process. All work under this task shall be billed on an hourly not to exceed basis.

Task 2.2 Shop Drawing Review

CMA will review all shop drawings submitted by the contractor prior to commencement of construction. CMA shall review and respond to each shop drawings within five (5) working days of the submittal by the contractor. Upon review of each shop drawing, CMA will submit the shop drawings to City staff for their review and approval. CMA shall complete this task according to the schedule established for the contractor. All work under this task shall be billed on an hourly not to exceed basis.

Task 2.3 Construction Meeting Attendance

CMA will attend one (1) preconstruction meeting and up to 28 construction progress meetings (assumes 52-week construction duration to substantial with 8 weeks of construction duration to final completion) with the contractor, City staff, and other project stakeholders over the construction duration. CMA will attend a walk-through inspection meeting to prepare a punch list at the substantial completion stage. CMA will attend a final inspection meeting to review the punch list for completion prior to final acceptance of the project. CMA shall complete this task according to the schedule established for the contractor. All work under this task shall be billed on an hourly not to exceed basis.

Task 2.4 Respond to Requests for Information

CMA will review and respond to Requests For Information (RFI) from the contractor during construction operations. CMA shall review and respond to each RFI within three (3) work days of the submittal by the contractor. As necessary, CMA shall prepare any documentation required to clarify issues included within a RFI from the contractor. CMA will review all pay applications from the contractor to verify the accuracy of their progress. CMA shall complete this task according to the schedule established for the contractor. All work under this task shall be billed on an hourly not to exceed basis.

Task 2.5 Construction Inspections

CMA shall assist the City with the inspection of the project implementation during construction operations. CMA will be available to conduct site inspections of the work during construction operations throughout the construction duration. Construction inspection services defined within this task were estimated based on a construction inspector on-site approximately 1,120 total hours, estimated using 20 hours per week multiplied by 52 weeks for the construction duration to substantial and 10 hours a week multiple by 8 weeks for the construction duration to final completion. All work under this task shall be billed on an hourly not to exceed basis.

Task 2.6 Asbuilt Review

CMA shall review asbuilt data provided by the Contractors Licensed Surveyor. CMA shall provide comments for Contractor to address and make any corrections necessary. All work under this task shall be billed on an hourly not to exceed basis.

Task 2.7 Certification and Contract Closeout

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 shall be billed on an hourly not to exceed basis.

Task 3: Reimbursable Expenses

CMA shall provide all document reproduction required for each project deliverable to the City and regulatory agencies as defined within the scope. All printing costs for deliverable will be reimbursed by the City at cost.

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 a 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
- 1 digital copy (PDF format) at each phase submittal

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 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.
- 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 service expenses requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility test holes, laboratory testing, permit fees, additional document reproduction, or express delivery of documents, shall be approved by the City before proceeding 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.
- Existing survey completed during the drainage improvement project of the HMII Phave V project location will be provided to CMA prior to initiation of the design plans.
- The City intends to bid the water main improvements project together with the HMII Phave V drainage improvements project.
- All mill and overlay restoration plans will be provided in the Kimley Horn plans for the HMII Phave V drainage improvement projects, unless water main/force main is outside of the drainage scope limits.
- CMA will create restoration plans showing asphalt replacement for trench restoration and any area disturbed by the water main / force main installation that is not being replaced under the HMII Phase V Drainage Improvement project,
- CMA will not obtain individual permits from the City building department for back to front water service conversions.

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 summarized for each task within the table below:

Task	Task Description	Lump Sum Fee	Hourly Fee	Total Fee
1	Design Services	\$284,870.00	\$0.00	\$284,870.00
2	Construction Engineering Services	\$0.00	\$280,900.00	\$280,900.00
3	Reimbursable Expenses	\$5,000	\$0.00	\$5,000
4	Engineering Assistance Allowance (As-Needed)	\$10,000	\$0.00	\$10,000
			Total	\$580,770.00

Should you have any questions, please do not hesitate to contact me at 561-926-2596 or send me an email at vlocigno@chenmoore.com

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
 Vincent Locigno, P.E.
 Project Manager

**City of Miramar
HMII Phase V - Watermain Improvements**

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (\$)	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	DESIGNER	TECHNICIAN	SENIOR CONSTRUCTION SPECIALIST	CONSTRUCTION SPECIALIST	ENGINEERING INTERN	TOTAL HOURS	TOTAL COST
Task 1	Design Services													
1.1a	Document Research/Review		2	2		6	20					15	45	\$7,110.00
1.1b	Subsurface Utility Engineering Services (50 Test Holes)	\$ 42,500.00		2									2	\$43,180.00
1.1c	Project Site Visits			8		8	8					8	32	\$6,440.00
1.2	60% Design Submittal		4	40	36	40	60	100	100	4		40	424	\$74,860.00
1.3	90% Design Submittal		4	32	24	40	60	80	120	4		20	384	\$66,140.00
1.4	Regulatory Permitting			8	8	40	60					20	136	\$25,620.00
1.5	100% Design Submittal		4	24	24	40	40	80	100	24		20	356	\$61,520.00
	TOTAL - TASK 1													\$284,870.00
Task 2	Construction Engineering Services													
2.1	Bidding Assistance		2	8	8	8	8		4			20	58	\$11,160.00
2.2	Shop Drawing Review		1	8	8	8	24			8		10	67	\$13,440.00
2.3	Construction Meeting Attendance		2	8	56	84					36		186	\$40,000.00
2.4	Respond to Requests for Information		2	8	8	8	8						34	\$9,320.00
2.5	Construction Inspections (20hrs/week for 52 weeks + 10hrs/week for 8 weeks)		2	8	16	36				40	1120		1,222	\$183,540.00
2.6	Asbuilt Review		2	4	8	16						24	54	\$10,320.00
2.7	Certification and Contract Close Out		2	4	8	8	8				24	24	78	\$13,120.00
	TOTAL - TASK 2													\$280,900.00
Task 3	Reimbursable Expenses	\$ 5,000.00											0	\$5,000.00
	TOTAL - TASK 3													\$5,000.00
Task 4	Engineering Assistance Allowance (As-Needed)	\$ 10,000.00											0	\$10,000.00
	TOTAL - TASK 4													\$10,000.00
	SUBTOTAL HOURS		27	164	204	222	416	260	324	80	1,180		1,567	
	TOTAL FEE ESTIMATE													\$580,770.00
	Hourly Rates		\$420.00	\$340.00	\$325.00	\$240.00	\$155.00	\$145.00	\$110.00	\$170.00	\$145.00	\$70.00		