

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

Meeting Date: July 8, 2026

Presenter's Name and Title: Eric Francois, Senior Project Manager of Utilities, 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, and Brenda Martin, Senior Contracts Administration Manager of Procurement

Temp. Reso. Number: 8729

Item Description: TEMP. RESO. #R8729 APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS, RFQ NO. 26-11-01, ENTITLED "FEASIBILITY STUDY AND PROFESSIONAL ENGINEERING SERVICES FOR THE WOODSCAPE INFRASTRUCTURE IMPROVEMENTS" TO THE HIGHEST MOST QUALIFIED, EVALUATION SCORING, RESPONSIVE AND RESPONSIBLE PROPOSER, CHEN MOORE AND ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., TO PROVIDE FEASIBILITY STUDY AND PROFESSIONAL ENGINEERING SERVICES IN AN AMOUNT NOT-TO-EXCEED \$284,690.00 AND A CONTINGENCY ALLOWANCE OF \$100,000.00, FOR A TOTAL AMOUNT OF \$384,690.00. *(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 \$384,690 is available in Utilities, CIP-Account 410-55-800-536-000-606502-52127 "CIP-Plan/Design/Engineering".

Content:


- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8729**
 - **Exhibit A: Proposed Agreement with Chen Moore and Associates, Inc. and their Proposal**

- **Attachment(s)**
 - **Attachment 1: Final Evaluation and Ranking of Firms**



**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 2, 2026

RE: Temp. Reso. No. 8729 approving a Feasibility Study and Professional Engineering Services for the Woodscape Infrastructure Improvements, RFQ No. 26-11-01

RECOMMENDATION: The City Manager recommends approval of Temp. Resolution No. 8729 approving the award of Request for Qualifications (“RFQ”) No. 26-11-01, entitled “Feasibility Study and Professional Engineering Services for the Woodscape Infrastructure Improvements,” (“Services”) to Chen Moore and Associates, Inc. (“CMA”); and authorizing the City Manager to execute the proposed agreement with CMA in the amount not-to-exceed \$284,690 and a contingency allowance of \$100,000 for a total amount of \$384,690 for the services

ISSUE: City of Miramar’s (“CITY”) Commission approval is required for all expenditures exceeding \$75,000 per vendor limit, in accordance with section 2-412(a)(1) of the City Code.

BACKGROUND: Constructed circa the early 1980s, the Woodscape neighborhood consists of clustered residential developments served by multiple dead-end streets and loop-limited utility configurations. The community is mostly served by 8-inch water mains with 4-inch laterals extending into residential clusters. The City has received resident complaints regarding discolored water, indicating potential water age and system stagnation concerns within the distribution system. Additionally, the age and configuration of the sanitary sewer, lift station, and stormwater systems warrant evaluation to assess hydraulic performance, operational reliability, structural condition, and compliance with current standards. To address these concerns, the City proposes to undertake a comprehensive feasibility study and preliminary engineering evaluation to identify

infrastructure deficiencies, evaluate improvement alternatives, and support future capital improvement planning for the Woodscape community.

DISCUSSION: On November 6, 2025, the City's Procurement Department ("Procurement") publicly advertised the RFQ in newspapers of general circulation, on social media platforms and through DemandStar.com.

On December 11, 2025, the City received responses from seven (7) firms. On February 2, 2026, the Evaluation Committee reviewed and evaluated the submittals in accordance with the criteria outlined in the RFQ. Based on the evaluation, CMA was ranked as the highest, most qualified, evaluation scoring, responsive and responsible Proposer, 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 \$284,690 and a contingency allowance of \$100,000 for a total amount of \$384,690.

ANALYSIS: The age and configuration of the existing infrastructure present potential risks across all utility systems. A comprehensive feasibility study is necessary to confirm existing conditions, identify deficiencies, and develop infrastructure improvement alternatives to support long-term capital planning for the Woodscape community.

Funding for this project is available in the approved Utilities Department Capital Improvement Program budget under CIP Account No. 410-55-800-536-000-606502-52127 "CIP-Plan/Design/Engineering".

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5/20/26

6/26/26

**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 QUALIFICATIONS, RFQ NO. 26-11-01, ENTITLED "FEASIBILITY STUDY AND PROFESSIONAL ENGINEERING SERVICES FOR THE WOODSCAPE INFRASTRUCTURE IMPROVEMENTS" TO THE HIGHEST MOST QUALIFIED, EVALUATION SCORING, RESPONSIVE AND RESPONSIBLE PROPOSER, CHEN MOORE AND ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., TO PROVIDE FEASIBILITY STUDY AND PROFESSIONAL ENGINEERING SERVICES IN AN AMOUNT NOT-TO-EXCEED \$284,690 AND A CONTINGENCY ALLOWANCE OF \$100,000 FOR A TOTAL AMOUNT OF \$384,690; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Woodscape neighborhood and adjacent residential communities, located in southwestern Miramar, were constructed in the 1980s and consist of approximately 380 townhomes and single-family residential units served by aging potable water, sanitary sewer, lift station, and stormwater infrastructure; and

WHEREAS, the existing potable water system primarily consists of 8-inch water mains with 4-inch laterals serving clustered residential developments with limited system looping and multiple dead-end configurations; and

WHEREAS, the City has received resident complaints regarding discolored water, indicating potential water age and stagnation concerns within the distribution system; and

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WHEREAS, the age and configuration of the sanitary sewer, lift station, and stormwater systems warrant evaluation to assess hydraulic performance, operational reliability, structural condition, and compliance with Florida’s current standards; and

WHEREAS, the City seeks to undertake a comprehensive feasibility study and preliminary engineering evaluation to identify infrastructure deficiencies, evaluate improvement alternatives, and support future capital improvement planning for the Woodscape community; and

WHEREAS, on November 6, 2025, the City’s Procurement Department publicly advertised Request for Qualifications (“RFQ”) No. 26-11-01, entitled “Feasibility Study and Professional Engineering Services for the Woodscape Infrastructure Improvements,” in newspapers of general circulation, on social media platforms and through DemandStar.com; and

WHEREAS, on December 11, 2025, the City received responses from seven (7) firms, and on February 2, 2026, the Evaluation Committee reviewed and evaluated the submittals in accordance with the criteria outlined in the RFQ; and

WHEREAS, based on the evaluation, Chen Moore and Associates Inc. (“CMA”) was ranked as the highest most qualified evaluation scoring, responsive, and responsible proposer, subject to successful contract negotiations; and

WHEREAS, subsequent negotiations were conducted and CMA submitted a proposed fee in an amount not-to-exceed \$284,690 and a contingency allowance of \$100,000 for a total amount of \$384,690 for the required scope of services; and

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WHEREAS, funding for this project is available in the approved Utilities Department Capital Improvement Program budget under CIP Account No. 410-55-800-536-000-606502-52127, “CIP – Plan/Design/Engineering”;

WHEREAS, the City Manager recommends approval of the award of RFQ No. 26-11-01, entitled “Feasibility Study and Professional Engineering Services for the Woodscape Infrastructure Improvements,” to Chen Moore and Associates Inc.; 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 RFQ, NO. 26-11-01 to Chen Moore and Associates Inc., and to authorize the City Manager to execute the proposed agreement in substantial conformity with Exhibit “A,” attached hereto.

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

Section 1: 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 Qualifications No. 26-11-01, entitled “Feasibility Study and Professional Engineering Services for the Woodscape Infrastructure Improvements”, to the highest, most qualified, evaluation scoring, responsive and responsible Proposer, Chen Moore and Associates Inc., in the amount not-to-exceed \$384,690.00.

Section 3: The City’s Commission authorizes the City Manager to execute the agreement with Chen Moore and Associates Inc., attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

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

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



**AGREEMENT BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
CHEN MOORE AND ASSOCIATES, INC.
FOR
FEASIBILITY STUDY AND PROFESSIONAL ENGINEERING SERVICES FOR THE
WOODSCAPE INFRASTRUCTURE IMPROVEMENTS**

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein, between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and CHEN MOORE AND ASSOCIATES, INC., (the "Contractor"), a Florida profit corporation whose address is 500 West Cypress Creek Road, Suite 600, Fort Lauderdale, FL 33309.

WHEREAS, the City issued Request for Qualification No. 26-11-01 (the "RFQ") for Feasibility Study and Professional Engineering Services for the Woodscape Infrastructure Improvements (the "Work", "Project" or "Services"); and

WHEREAS, Contractor was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

WHEREAS, Contractor and City have agreed upon a Scope of Services and fee for such Services; and

WHEREAS, on [REDACTED], 2026, the Miramar City Commission awarded the RFQ to Contractor; and

WHEREAS, Contractor is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

WHEREAS, City desires to engage Contractor to perform the Services specified herein under the terms of this Agreement.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the RFQ, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the RFQ or in the General Terms and Conditions incorporated herein and made a part hereof. In the event of conflict, the definitions and all other terms and

conditions contained in the RFQ shall govern.

ARTICLE 2 **SCOPE OF SERVICES**

The work shall include all labor, materials and equipment necessary for the proper execution and completion of the work detailed in the RFQ, along with any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Attachment "1"**.

ARTICLE 3 **CONTRACTOR AND CITY'S RELATIONSHIP**

3.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A.** Has all licenses and certifications required by applicable Law to perform the Contractor's Services and the Work;
 - B.** Is experienced in all aspects of the Work required for projects similar to the Project;
 - C.** Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- A.** That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4 **TERM**

The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 5
CONTRACTOR'S RESPONSIBILITIES

5.1 Contractor agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

5.2 Contractor shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

5.3 Contractor agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

5.4 Contractor agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Contractor under this Agreement, will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar conditions.

5.5 Contractor is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Contractor, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule, agreed to by both parties."

ARTICLE 6
CITY'S RESPONSIBILITIES

6.1 In exchange for the Services to be performed by Contractor, outlined herein and in Attachment "1" of this Agreement, the City agrees to compensate the Contractor pursuant to the Scope of Design Services in the amount of Two Hundred Eighty-Four Thousand Six Hundred Ninety Dollars (\$284,690.00).

6.2 Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 7
INDEMNIFICATION

7.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, and hold harmless the City, its officers, directors, agents, and

employees, against and from all claims, liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement or arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

A. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents;

B. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

C. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents;

D. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

E. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7.2 The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

7.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

7.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Contractor, as consideration for the indemnification given by the Contractor to the City.

ARTICLE 8 **TERMINATION**

8.1 TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. Architect shall begin Work promptly after receipt of

a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule agreed to by both parties. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Architect has no control, if City approves such extensions in writing.

8.2 TERMINATION - For Convenience - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Contractor. In the event of termination by City, Contractor shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Contractor in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Contractor's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Contractor shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

8.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Contractor abandons this Agreement or causes it to be terminated by City, Contractor shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement 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 under Article 8.2 and the provisions of Article 8.2 shall apply.

ARTICLE 9 **DEFAULT**

9.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A.** Contractor has not performed Services on a timely basis as set forth in the Project Schedule agreed to by both parties;
- B.** Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C.** Contractor has failed to make prompt payment to Subcontractor or Suppliers (if any) for any Services;
- D.** Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;

- E. Contractor has failed to obtain the approval of City where required by this Agreement;
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

9.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 8 above, and its right for damages under Article 9.3.

9.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost funding, and
- B. The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

9.4 City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 10

DELIVERY OF MATERIALS

10.1 Upon receipt of notice of termination under Articles 8 or 9 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

10.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 5 above.

ARTICLE 11 **CONTRACT DOCUMENTS**

11.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement;
- All Addenda;
- Contractor's Proposal;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

11.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 12 **ASSIGNMENT**

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 13 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractor (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 14
AUDIT AND INSPECTION RIGHTS

14.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

14.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

14.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 15
SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 16
PUBLIC RECORDS

16.1 The Contractor shall comply with The Florida Public Records Act as follows:

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

16.1.2 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.

16.1.3 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.

16.1.4 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 Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

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

16.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

ARTICLE 17

OWNERSHIP OF DOCUMENTS

17.1 Unless otherwise provided by law, any and all original designs, drawings, line drawings and specifications reports, computer disks, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein. 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 the regulations of the Florida state authorities governing the practice of contractor) 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 are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in his possession.

17.2 All Contractor's Work other than one set of original design drawings, line drawings, specifications, and prepared by the Contractor 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 the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

17.3 To the fullest extent permitted by Federal and Florida law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights regarding Contractor's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to sign any and all further documents deemed necessary

by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to the Contractor's scope of work performed on the Project.

17.4 In addition, to the fullest extent permitted by Federal and Florida law, Contractor agrees to require its sub-contractor, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to have its sub-contractor, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to their scope of work performed for the Project.

17.5 Contractor 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 the City's prior written consent, and further agrees not to reuse same for any purpose without the City's prior written consent. Contractor 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, who may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work, so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

17.6 The City recognizes that Electronic Form Documents are not intended to be used for the work, are not Contract Documents under the terms of the Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor 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 Contractor'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 Contractor.

17.7 All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Contractor pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Contractor to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Contractor use or permit to be used any of the documents without the City's prior written authorization.

17.8 All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Contractor for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

17.9 All final plans and documents prepared by the Contractor shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

ARTICLE 18

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

18.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

18.2 Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

18.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 19

INSURANCE

19.1 Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
\$1,000,000 each occurrence, \$2,000,000 general aggregate;

Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;

- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

19.2 The City shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an Additional Insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

ARTICLE 20

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 21

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 22
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

SECTION 23
CONFLICT-OF-INTEREST

23.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subcontractor utilized by Contractor in completion of the Work tasks under this Agreement.

23.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with Contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 25
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 26
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all

provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 27
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

TO THE CITY OF MIRAMAR:

ATTN: Dr. Roy L. Virgin, City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

ARTICLE 28
CITY'S OWN FORCES

28.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

28.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work

and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 29 **LIMITATION OF LIABILITY**

29.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

29.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section §768.28, Florida Statutes.

29.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 30 **NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 31 **THIRD PARTY BENEFICIARY**

It is specifically agreed between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize

anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 32
WARRANTY AND GUARANTEE

Contractor warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Contractor's profession. Contractor shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Contractor pursuant to this Agreement for four years after the date of acceptance of the Services by City. Contractor shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Contractor pursuant to this Agreement at no cost to the City.

ARTICLE 33
VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 34
HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenience only and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35
SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

ARTICLE 36
REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 37
SCRUTINIZED COMPANIES

37.1 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 subcontractor are found to have submitted a false certification; or if the Contractor, or its subcontractor are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

37.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractor 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.

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

37.4 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.

ARTICLE 38
CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 39
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, 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 Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

ARTICLE 40
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written below.

CITY OF MIRAMAR:

**CHEN MOORE AND ASSOCIATES,
INC.:**

By: _____
City Manager
Dr. Roy L. Virgin

By: _____

This ____ day of _____, 2026.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

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



Attachment "1" to the Agreement

April 28th, 2026

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

**Subject: Scope of Services
Woodscape Infrastructure Condition Assessment, Feasibility Study & Design Services**

Dear Mr. Navarro:

ChenMoore shall provide professional engineering services to perform a comprehensive Feasibility Study and Preliminary Engineering evaluation of the existing potable water, sanitary lift station, and stormwater infrastructure within the designated neighborhood study area.

PROJECT INTRODUCTION

The City of Miramar is soliciting professional engineering services to perform a comprehensive Feasibility Study and Preliminary Engineering evaluation of the existing potable water, sanitary sewer, and stormwater drainage infrastructure within the Woodscape residential subdivision and adjacent communities. The project area encompasses approximately 380 townhouse units and single-family homes located in southwestern Miramar, bounded by SW 35th Street (and SW 34th Street) to the north, Jasmin Avenue (SW 68th Avenue) to the east, NW 215th Street (Countyline Road) to the south, and the Florida Turnpike to the west. Constructed circa the 1980s, the Woodscape neighborhood consists of clustered residential developments served by multiple dead-end streets and loop-limited utility configurations.

The community is currently served by 8-inch potable water mains with 4-inch laterals extending into residential clusters. The City has received complaints from residents regarding discolored water, suggesting potential stagnation or deterioration within portions of the existing distribution system. In addition to potable water concerns, the sanitary sewer and stormwater drainage systems require evaluation to determine structural condition, hydraulic adequacy, operational reliability, and compliance with current regulatory and design standards. Given the age of the infrastructure and the neighborhood's configuration, the potential for hydraulic constraints, limited redundancy, and drainage performance challenges warrants a comprehensive system-wide assessment.

The goal of this project is to evaluate current conditions across all three utility systems; identify structural, hydraulic, and operational deficiencies; assess potential rehabilitation or replacement alternatives; and develop preliminary engineering concepts with associated cost estimates and prioritization strategies. The final delivery will provide the City with a technical basis for capital improvement planning, phased infrastructure reinvestment, and improved service reliability for the Woodscape community.



Figure 1: Project Limits

SCOPE OF SERVICES

TASK 1 – LIMITED TOPOGRAPHIC & EASEMENT SURVEY

A limited topographic survey will be performed to support the feasibility study for the Woodscape neighborhood. Survey services under this task will focus on collecting targeted information necessary to evaluate existing infrastructure conditions and develop conceptual improvement alternatives. Survey services will be directed by CMA at specific locations requiring additional survey information that are identified during the feasibility study.

The limited survey may include the following:

1. Establish horizontal and vertical control within the project area as necessary to support survey activities. Horizontal control will be referenced to the Florida State Plane Coordinate System (NAD83) and vertical control will be referenced to NAVD88.
2. Collection of targeted infrastructure information necessary to feasibility study. Locations identified by CMA, which may include:
 - o Manhole rim elevations
 - o Catch basin rim elevations

- Stormwater structure elevations including weirs or outfalls if applicable.
 - Invert elevations of existing pipes where accessible
 - Utility structure locations
 - Spot elevations necessary to evaluate drainage patterns
3. Survey of limited corridors where conceptual improvements such as utility looping or extensions are being evaluated. These corridors will be identified by CMA during the feasibility study.
 4. Location of visible surface utilities and structures based on surface evidence.
 5. Preparation of survey data in a format compatible with CMA's design base mapping.

Recorded plats and available public records will be reviewed to identify existing easements affecting the project area. It is anticipated that up to ten (10) title searches will be performed to assist in determining existing easements and ownership within areas where utilities may be located on private property. Title searches will be limited to obtaining recorded easements sketch and legal descriptions, plotting of the easements on schematic design is not included.

A comprehensive topographic survey suitable for final design and permitting is not included in this task and will be performed during the design phase once the extent of improvements has been determined.

TASK 2 – DATA COLLECTION & TARGETED FIELD REVIEW

CMA shall compile, review, and evaluate available information relevant to the water, sanitary sewer, lift station, and stormwater systems within the study area. Information will be obtained from available sources including the City, regulatory agencies, and public records.

The existing information may include, but is not limited to:

General / GIS Data

- Utility atlases and GIS mapping
- Available design plans, as-built drawings, and survey data
- Existing LiDAR and ground surface elevation data
- Previous studies and master planning documents

Water System

- Existing water distribution system mapping and available hydraulic model (WaterGEMS)
- Available system data including pipe sizes, connectivity, and known system constraints

Lift Station

- Available lift station data including pump capacities, run times, and alarm history
- Existing collection system mapping and available records

Stormwater System

- Stormwater system atlases and mapping
- Canal control elevations and outfall information
- Existing permits from SFWMD, Broward County, and other agencies
- Available information related to flooding observations or complaints

Field Review

CMA shall conduct limited site visits within the study area to:

- Verify general system layout and above-ground features

- Observe representative conditions of water, lift station, and stormwater infrastructure
- Identify constraints affecting conceptual improvement alternatives

Limitations

- Field investigations will be limited to visual, non-destructive observations
- No comprehensive condition assessment or system-wide inspection is included
- Analyses will rely on available data provided by the City and public sources

TASK 3 – HYDRAULIC EVALUATION

CMA shall perform planning-level hydraulic evaluations of the water, lift station, and stormwater systems using available data and models.

Water System Hydraulic Evaluation

CMA shall utilize the existing Bentley WaterGEMS model provided by the City.

Services will include:

- Refinement and clipping of the City-provided model to the project area
- Review of system connectivity and available input data
- Planning-level evaluation of:
 - System pressures
 - Flow distribution
 - Water age

CMA shall evaluate conceptual system improvements including:

- Water main looping
- Connections to adjacent systems where feasible
- Looping of cul-de-sacs
- Targeted improvements to reduce water age

Lift Station Evaluation

CMA shall perform a planning-level evaluation of the lift station serving the study area.

Services will include:

- Review of available operational data and system configuration
- Evaluation of pumping capacity relative to estimated peak flows
- Comparison to planning criteria and available master planning information

The evaluation will focus on:

- Capacity adequacy
- Identification of potential rehabilitation or upgrade needs

Stormwater Hydraulic Evaluation

CMA shall develop a planning-level stormwater model of the study area using available data. The stormwater model will be developed using industry-standard hydraulic modeling software.

Services will include:

- Delineation of drainage basins using LiDAR, topographic data, and system configuration
- Development of hydrologic parameters for each basin, including:

- Curve Number (CN)
- Time of Concentration (TOC)
- Impervious area estimates based on aerial imagery
- Estimation of soil characteristics using available data or published soil classifications
- Stormwater model will be limited to the City's right-of-way on SW 69th Avenue, SW 36th Street, Jasmine Avenue, SW 70th Avenue, and SW 69th Way

The stormwater model will be used to evaluate:

- Flood depths and extents
- System capacity limitations
- Performance under selected design storm events

Limitations

- Models will be developed using available data and planning-level assumptions
- No detailed calibration or field verification is included
- No additional flow monitoring or subsurface investigation is included
- Modeling effort includes evaluation of up to three (3) scenarios per system. Additional scenarios or iterations requested by the City will be considered additional services.

TASK 4 – ALTERNATIVES ANALYSIS

Upon completion of the hydraulic evaluation, CMA shall develop and evaluate conceptual alternatives to improve system performance.

Alternatives Development

CMA shall develop up to three (3) conceptual alternatives, which may include:

- Water system looping and improvements to reduce water age
- Lift station rehabilitation or capacity improvements
- Stormwater conveyance and drainage improvements

Alternatives Evaluation

Each alternative will be evaluated based on:

- Hydraulic performance
- Reduction in flooding and/or water age
- Constructability considerations
- Planning-level cost estimates

CMA shall utilize the developed models to:

- Compare alternatives to existing conditions
- Generate maps illustrating system performance under each scenario

Deliverable

CMA shall prepare an Alternatives Analysis Memorandum including:

- Description of each alternative
- Conceptual layouts
- Planning-level cost estimates
- Comparative evaluation matrix
- Recommended alternative



TASK 5 – PRELIMINARY ENGINEERING (30% DESIGN)

CMA will prepare and submit 30% 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 30% design drawings, which will consist of the following sheets: cover, index, general notes, existing condition plans, water, sewer, and drainage plans (plan view only) 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 30% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 30% Design Submittal. CMA will attend meetings with the City staff to discuss any review comments on the 30% Design Submittal. Any review comments from the City on the 30% submittal are expected to be provided to CMA in a timely manner.

In support of the 30% design development, CMA will coordinate with the surveyor to obtain a comprehensive topographic survey of the project area suitable for final design and permitting. The survey will include detailed topographic information, utility structures, invert elevations, and easement information necessary to support preparation of the design drawings. This work will build upon the limited survey information collected during the feasibility phase.

The scope and associated fee for this task will be negotiated once the feasibility study is completed and the preferred alternative is identified by the City.

TASK 6 – FINAL ENGINEERING DESIGN (60%, 90%, AND 100% CONSTRUCTION DOCUMENTS)

CMA will prepare final engineering design documents for the project based on the preferred alternative identified during the preliminary engineering phase. 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 detailed construction drawings including plan and profile sheets, utility layouts, construction details, and other sheets necessary to construct the proposed improvements. All drawings will be prepared in accordance with applicable City, County, and State standards.
- Technical Specifications – CMA will prepare project-specific technical specifications for the proposed improvements and incorporate applicable City standard specifications.
- Engineer's Opinion of Probable Construction Cost – CMA will prepare updated construction cost estimates reflecting the proposed improvements.
- Progress Submittals – CMA will provide design submittals at the 60%, 90%, and 100% completion stages for review and comment by the City.

CMA shall be responsible for all civil engineering design services necessary to prepare the 60%, 90%, 100% Design Submittals. CMA will attend meetings with the City staff to discuss any review comments on the 60%, 90%, 100% Design Submittals. Any review comments from the City on the 60%, 90%, 100% submittals are expected to be provided to CMA in a timely manner.

CMA shall provide Subsurface Utility Engineering services to reduce uncertainty within the Woodscape neighborhood. The task consists of providing Subsurface Utility Engineering (SUE) Quality Level "A" services



and SUE designation services within the survey limits, including performing soft dig test holes at 40 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 Report provided in PDF format.

The scope and associated fee for this task will be negotiated once the feasibility study is completed and the preferred alternative is identified by the City.

TASK 7 – PERMITTING AND REGULATORY COORDINATION

CMA will provide permitting services required for construction of the proposed improvements. All work under this task will be billed on a lump sum basis.

The services provided under this task shall include the following:

- Permit Identification – CMA will identify required permits and approvals associated with the proposed improvements. Potential permitting agencies may include the City, Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Broward County Environmental Permitting Division (EPD), and other regulatory agencies as applicable.
- Permit Applications – CMA will prepare and submit permit applications and supporting documentation necessary for regulatory review.
- Agency Coordination – CMA will coordinate with the permitting agencies throughout the review process and respond to agency comments as required to obtain permit approvals.

The scope and associated fee for this task will be negotiated once the feasibility study is completed and the preferred alternative is identified by the City.

TASK 8 – CONSTRUCTION ENGINEERING SERVICES (CES)

CMA will provide limited construction engineering services during construction of the project improvements. These services will be billed on an hourly basis as authorized by the City.

The services provided under this task may include the following:

- 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.
- Shop Drawing Review – CMA will review contractor shop drawings, product data, and other submittals for general conformance with the design intent of the contract documents.
- Requests for Information (RFIs) – CMA will respond to contractor RFIs and provide design clarifications as required.
- Construction Coordination – CMA will provide limited construction observation and coordinate with the City and contractor regarding design-related issues that arise during construction.
- Construction Meeting Attendance – CMA will attend preconstruction meeting and construction progress meetings with the contractor, City staff, and other project stakeholders over the construction duration.
- Project Closeout – CMA will participate in final walkthroughs, assist in preparation of punch lists, and support project closeout documentation as requested by the City.

The scope and associated fee for this task will be negotiated once the feasibility study is completed and the preferred alternative is identified by the City.

TASK 9 - GEOTECHNICAL INVESTIGATION

CMA's geotechnical subconsultant shall perform limited subsurface exploration within the project area to support feasibility evaluation and design development.

The geotechnical scope may include:

- Soil borings at representative water, sewer, and stormwater alignments
- One boring near lift station (if replacement or structural improvements are considered)
- Groundwater elevation measurements
- Soil classification and laboratory testing
- Evaluation of corrosivity potential affecting buried metallic infrastructure
- Identification of unsuitable soils or organic layers

A Geotechnical Data Report shall be prepared summarizing subsurface conditions and providing preliminary recommendations for construction feasibility and cost estimating.

TASK 10 – 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 11 – 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, 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:

- Feasibility Analysis & Alternatives Report
- 30% Design Plans:
 - 4 half size sets (11"x17")
 - 4 full size sets at 1:20 scale (22" x34")
 - 1 digital copy (CAD format) at each submittal
 - 1 digital copy (PDF format) at each submittal
- Cost estimate of the probable construction

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.
- Field investigation is limited to visual, non-destructive inspections.
- No excavation or destructive testing is included.
- No static pressure readings will be performed to calibrate water model. It is assumed model has already been calibrated.
- The City will perform all CCTV inspections and provide video and logs to CMA if needed.
- City shall provide all required permit fees.



- City will provide timely responses to information included within each submittal.
- 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 services 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.
- A WaterGEMS sub-model will be shared with CMA by the City.
- 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. The City will provide an existing water distribution hydraulic model suitable for modification.
- The potable model and existing sewer models will not be recalibrated unless existing data supports it.
- Sewer capacity analysis will be based on available pipe data and estimated peak wet weather flows.
- Scope is limited to 3 alternatives based off modeling results. Any additional alternatives requested will be considered an additional service.
- No new flow monitoring will be performed unless authorized as an additional service.
- Task 7 - 10 scope and associated fee for these task will be negotiated once the feasibility study is completed and the preferred alternative is identified by the City.

PROJECT FEES

CMA has prepared this proposal for the professional engineering services necessary to accomplish this scope of services on this project. The total amount for this scope is **\$284,690.00** which are summarized for each task within the table below:

Task	Task Description	Lump Sum Fee	Hourly Not to Exceed	Total Fee
1	Limited Topographic & Easement Survey	\$0.00	\$32,000.00	\$32,000.00
2	Data Collection & Field Investigation	\$29,350.00	\$0.00	\$29,350.00
3	Hydraulic Evaluation	\$113,170.00	\$0.00	\$113,170.00
4	Feasibility Analysis & Alternatives Development	\$88,660.00	\$0.00	\$88,660.00
5	Preliminary Engineering (30% Design)	NO FEE AS THIS TIME		
6	Final Engineering Design (60%, 90%, 100%)	NO FEE AS THIS TIME		
7	Permitting & Regulatory Coordination	NO FEE AS THIS TIME		
8	Construction Engineering Services	NO FEE AS THIS TIME		
9	Geotechnical Investigation	\$8,510.00	\$0.00	\$8,510.00
10	Reimbursable Expenses	\$0.00	\$3,000.00	\$3,000.00
11	Engineering Assistance Allowance (As Needed)	\$0.00	\$10,000.00	\$10,000.00
			Total	\$284,690.00

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

Respectfully submitted,

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Vincent Locigno

CHEN MOORE AND ASSOCIATES

Vincent Locigno, P.E.

Practice Leader Water and Sewer



**RFQ 26-11-01
FEASIBILITY STUDY- WOODSCAPE**

Evaluation and Scoring

February 2, 2026 @ 1:00 P.M.

Firms	RATERS			TOTAL	RANKNG
	1	2	3		
CES	79	78	55	212	4
CHEN MOORE	88	83	90	261	1
CPH	89	58	55	202	6
CRAIG A. SMITH	80	46	55	181	7
EXP US SERVICES	82	76	90	248	2
KIMLEY-HORN	81	76	90	247	3
SSN ENGINEERING	81	75	55	211	5