

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

Meeting Date: May 6, 2026

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

Prepared By: Marcelin Denis, Senior Utility Administrator of Utilities

Temp. Reso. Number: 8694

Item Description: Temp. Reso. #R8694 APPROVING THE AWARD OF REQUEST FOR LETTERS OF INTEREST, NUMBER 26-11-04, ENTITLED "WWRF RECLAIMED DISTRIBUTION INLINE STRAINER PROJECT," TO THE MOST QUALIFIED, RESPONSIVE AND RESPONSIBLE RESPONDER, HAZEN AND SAWYER, P.C.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH HAZEN AND SAWYER, P.C., TO PROVIDE PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT OF \$334,639.00 WITH A PROJECT ALLOWANCE OF \$25,000 FOR A TOTAL PROJECT AMOUNT NOT-TO-EXCEED \$359,639.00. *(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 \$359,639.00 is available in Utilities, GL- Account 410-55-810-535-000-606510-52093 – CIP-Construction

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8694**
 - **Exhibit A:** Proposed Agreement with Hazen and Sawyer, P.C.
- **Attachment(s)**
 - **Attachment A:** Hazen and Sawyer proposal for Professional Design and Construction Management Services



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Francois A. Domond, Director of Utilities
DATE: April 30, 2026
RE: Temp. Reso. No. 8694 Approving the Award of Request for Letters of Interest, RLOI No. 26-11-04, Entitled "WWRF Reclaimed Distribution Inline Strainer Project"

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8694, approving the award of Request for Letters of Interest ("RLOI") No. 26-11-04, entitled "WWRF Reclaimed Distribution Inline Strainer Project" to Hazen and Sawyer, P.C., the most qualified, responsive, and responsible firm; authorizing the City Manager to execute the proposed agreement for professional design and construction management services in an amount of \$334,639, with a project allowance of \$25,000, for a total project amount not-to-exceed \$359,639.

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

BACKGROUND: The Utilities Department operates and maintains the City's reclaimed water distribution system, which conveys reclaimed water from the Wastewater Reclamation Facility ("WWRF") to both on-site and off-site users. Operational history and field observations have identified recurring debris loading conditions within the transmission system, resulting in meter damage, increased maintenance, and service disruptions.

To address these conditions, the City issued RLOI No. 26-11-04 on November 24, 2025, to firms within the Architectural and Engineering Consulting Services Library (Category 2), consistent with the Consultants' Competitive Negotiation Act ("CCNA"). Two (2) firms submitted qualifications on December 18, 2025.

Following evaluation, Hazen and Sawyer, P.C. was ranked as the most qualified, responsive, and responsible firm. Negotiations were subsequently conducted in accordance with CCNA requirements, resulting in a proposed fee of \$334,639, with a project allowance of \$25,000 for a total project amount not-to-exceed \$359,639.

DISCUSSION: The project includes design and construction-phase services for installation of an inline strainer system with automatic backwash functionality, including associated bypass piping, isolation valves, and drainage improvements. The proposed improvements are intended to intercept debris prior to entering the reclaimed water distribution network.

ANALYSIS: The proposed project represents a targeted infrastructure reliability improvement that addresses documented operational deficiencies within the reclaimed water distribution system. By mitigating debris loading, the project is expected to reduce meter failures, decrease maintenance frequency, and improve service continuity. The inclusion of construction management services ensures design intent is maintained during implementation, reducing construction risk and potential change orders. The negotiated fee is consistent with the project scope and industry standards for similar professional services.

Temp. Reso. No. 8694

3/23/26

4/29/26

**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 NUMBER 26-11-04, ENTITLED “WWRF RECLAIMED DISTRIBUTION INLINE STRAINER PROJECT” TO THE MOST QUALIFIED, RESPONSIVE AND RESPONSIBLE RESPONDER, HAZEN AND SAWYER, P.C.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH HAZEN AND SAWYER, P.C. TO PROVIDE PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES IN AN AMOUNT OF \$334,639.00 WITH A PROJECT ALLOWANCE OF \$25,000 FOR A TOTAL PROJECT AMOUNT NOT-TO-EXCEED \$359,639.00; 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 reclaimed water distribution system, which conveys reclaimed water from the Wastewater Reclamation Facility (“WWRF”) to customers throughout the City; and

WHEREAS, the City has identified recurring debris loading conditions within the reclaimed water distribution system that have resulted in meter damage, increased maintenance, and service disruptions; and

WHEREAS, the City desires to enhance system reliability and operational performance by installing an inline strainer system to prevent debris from entering the reclaimed water distribution network; and

Reso. No. _____

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WHEREAS, on November 24, 2025, the Procurement Department issued Request for Letters of Interest (“RLOI”) No. 26-11-04 to all firms within Category 2, Architectural Services of the Architectural and Engineering Consulting Services Library, for professional design and construction management services; and

WHEREAS, the City received two (2) responses which were evaluated by an Evaluation Committee, in accordance with the criteria established in the RLOI; and

WHEREAS, based on the evaluation, Hazen and Sawyer, P.C. was determined to be the most qualified, responsive, and responsible firm; and

WHEREAS, negotiations were conducted with Hazen and Sawyer, P.C., resulting in a proposed fee of \$334,639, with a project allowance of \$25,000, for a total project amount not-to-exceed \$359,639; and

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

WHEREAS, the City Manager recommends approval of the award of RLOI No. 26-11-04, entitled “WWRF Reclaimed Distribution Inline Strainer Project” to Hazen and Sawyer, P.C.; and

WHEREAS, the City Manager recommends approval of the award of RLOI No. 26-11-04 to Hazen and Sawyer, P.C. and execution of the proposed agreement in substantial conformity with Exhibit “A,” attached hereto; and

WHEREAS, the City Commission finds that awarding the RLOI and authorizing execution of the agreement is in the best interest of the City and its residents.

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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. 26-11-04, entitled “WWRF Reclaimed Distribution Inline Strainer” to the most qualified responsive and responsible Responder, Hazen and Sawyer, P.C., in the amount of \$ 334,639 with a project allowance of \$25,000 for a total project amount not-to-exceed \$359,639.

Section 3: That the City Manager is authorized to execute the project agreement with Hazen and Sawyer, P.C. in the amount of \$334,639 with a project allowance of \$25,000 for a total project amount not-to-exceed \$359,639, 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.8694

3/23/26

4/29/26

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	_____



PROJECT AGREEMENT
FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES OF
THE WWRF RECLAIMED DISTRIBUTION INLINE STRAINER
BETWEEN
THE CITY OF MIRAMAR
AND
HAZEN AND SAWYER, P.C.

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 **HAZEN AND SAWYER, P.C.**, a Foreign profit corporation, authorized to conduct business in the State of Florida (the "Consultant"), with a principal address of 4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida 33021.

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

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

WHEREAS, on November 24, 2025, the City's Procurement Department issued Request for Letters of Interest No. 26-11-04 ("RLOI"), entitled: "WWRF Reclaimed Distribution Inline Strainer" ("Services") to all firms listed under category 2, Architectural Services, with two firms responding; and

WHEREAS, on January 22, 2026, the City's evaluation Committee reviewed and evaluated the proposals and deemed Hazen and Sawyer, P.C. as the most qualified, responsive and responsible responder; and

WHEREAS, the parties, through mutual negotiation, have agreed upon the Services.

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

1. Contract Documents

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

1.1 This Agreement (the “Specific Projects” or “Project Agreement”) in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, 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 incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail. All definitions and terms used in the RFQ are incorporated herein and made a part of this Agreement.

2. The Work

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

3. Period of Service

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

4. Compensation

Compensation (the “Contract Sum”) for performing the Scope of Services related to the Project shall be the fee of Three Hundred Thirty Four Thousand Six Hundred Thirty-Nine Dollars (\$334,639), with a City’s contingency allowance of Twenty-Five Thousand Dollars (\$25,000), for a

total project amount not-to-exceed Three Hundred Fifty-Nine Thousand Six Hundred Thirty Nine Dollars (\$359,639.00) specified in the Scope of Services request accepted by the City.

5. Payments

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

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

6. Termination

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

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

7. Default:

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

8. Anti-lobbying/No Contingent Fee:

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

9. Warranties and Guarantees:

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

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

10. Binding Effect:

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

11. Amendments and Modification:

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

12. Merger; Amendment:

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

13. Nonassignability:

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

14. Notices:

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

FOR CONSULTANT:

Hazen and Sawyer, P.C.
Patrick Davis, P.E.
4000 Hollywood Boulevard
Suite 750 N
Telephone:

Facsimile:

FOR CITY:

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

With Copy to:

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

[REMAINDER INTENTIONALLY LEFT BLANK]

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:

HAZEN AND SAWYER, P.C.

WITNESS:

By: _____
Patrick Davis, P.E.

Print Name: _____

Dated: _____

SCOPE OF SERVICES

WASTEWATER RECLAMATION FACILITY RECLAIMED DISTRIBUTION INLINE STRAINER DESIGN AND CONSTRUCTION MANAGEMENT SERVICES RLOI No. 26-11-04

April 2, 2026

PREAMBLE

The City of Miramar (City) operates a reclaimed (reuse) water system that supplies reuse water onsite for irrigation and processes at wastewater reclamation facility (WWRF) and offsite to City of Miramar reuse customers. The City seeks to enhance system reliability by preventing fine debris from entering the distribution network. This project provides for the design and implementation of an inline strainer with automatic backwash, associated bypass/isolation valving and drains, and SCADA integration. The work will be executed in accordance with applicable City standards and the Florida Administrative Code (FAC) 62-610 governing reclaimed water systems.

BACKGROUND

The existing reuse transmission mains convey reclaimed water from WWRF to the distribution system within the City of Miramar. City field observations and history indicate periods of elevated debris loading that contribute to meter damage and service disruptions. The City intends to install an inline strainer on the reuse system with an automatic backwash function and SCADA integration.

Tasks to perform design, develop bid documents, and to support permitting, bidding, and construction are outlined in the following Scope of Services.

SCOPE OF SERVICES

TASK 1 Project Coordination, Data Review and Field Verifications

Project Meetings

The Consultant will conduct the below listed meetings:

- Kick-off Meeting
- Preliminary Design Report (PDR) / 30% Design Review Meeting
- 90% Design Review Meeting

Meeting agendas and minutes will be submitted to the City in electronic format.

TASK 2 – Data Review and Hydraulic and Process Evaluation Brief Technical Memorandum (TM)

The Consultant will perform a brief hydraulic and process evaluation, including:

- Two (2) potential strainer locations:
 - Downstream of filter feed pumps
 - Downstream of reuse high service pump station
- Verify piping configuration, operating ranges (flow/pressure), and available footprint/clearances for strainer, bypass, isolation valves, and drains.
- Evaluate headloss impacts across the proposed strainer over the full operating envelope of each pumping facility.
- Provide an updated system curve to include the losses expected from all fittings in addition to the strainer itself.
- Based on available data, staff input on debris type and size, and hydraulic conditions; recommend screen type and mesh size with differential-pressure setpoints for automatic backwash.
- Evaluate backwash flow destination (e.g., return to headworks or drain to plant drain pump station).
- Confirm compatibility with FAC 62-610 reclaimed water requirements and City standards; prepare a compliance checklist.
- Summarize findings in a brief TM.

TASK 3 – Detailed Design Services for Bid

Preliminary Design Report (PDR) / 30% Design

Elements of the 30% Design for Reclaimed Distribution Strainer will be summarized in a brief PDR sufficient for permitting.

- Preliminary design and performance criteria
- Address items recommended in the Hydraulic and Process Evaluation TM
- Recommended materials of construction
- Preliminary SCADA control narrative
- Preliminary list of specifications
- Development of engineering opinion of probable construction cost (OPCC)
- Preliminary implementation schedule through completion of construction
- 30% conceptual drawings illustrating a site plan, equipment layout, piping configuration, process flow diagram.
- Preliminary construction sequencing and phasing requirements for maintenance of plant operations.

Consultant will provide a PDR and attend a meeting with City staff. Consultant shall prepare and distribute minutes from this meeting. The PDR shall be finalized within two weeks for inclusion of City comments prior to proceeding with development of Contract Documents.

90% Design Documents

The 90% design submittal shall be based on the PDR / 30% Design Documents and any adjustments to that design authorized by the City during the PDR review meeting. Consultant will prepare and submit to the City for its review 90% design documents consisting of drawings and specifications describing the Project.

The system strainer design is anticipated to address the following:

- Yard piping modifications
- Strainer layout
- Reliability requirements
- Electrical requirements
- Structural requirements
- Instrumentation requirements
- SCADA control narrative

The 90% design submittal shall consist of the entire contract document set including technical specifications and construction drawings for all work proposed.

Preparation of Final Bid Documents

Consultant shall incorporate final comments received from City during the 90% design review meeting, make adjustments to the 30% OPCC, as needed, and prepare a Bid Schedule for incorporation by the City into the Front End documents. City will prepare Front End documentation and provide electronic copy (PDF and word format) to Consultant for incorporation into Final Bid Documents. Consultant shall provide the City with bid drawings and specifications in electronic PDF format.

TASK 4 – Permitting

The purpose of this task is to prepare and submit required permit applications for Reclaimed Distribution Strainer system. Consultant shall coordinate with regulatory agencies and prepare

permit applications and backup documents as required by each entity. The PDR developed under task 3 will be submitted to the required permitting agencies. Backup documents may consist of description of methods, figures, calculations, drawings, specifications, etc.

A list of agencies that may require permits and/or coordination are provided below:

- Florida Department of Environmental Protection
- Broward County Environmental Permitting Division
- City of Miramar Building Department

All permit fees shall be paid by the City. The Engineer's technical specifications shall define the Contractor's responsibility related to permits it is required to obtain (e.g. Stormwater Pollution Prevention Plan, etc.).

TASK 5 – Technical Assistance During Bidding

City will prepare bidding documents for reproduction and sale, prepare and issue addenda, communicate with potential bidders, document the prebid meeting, evaluate bidder responses to establish their ability to perform the contract requirements, and make a determination for award. Consultant will assist the City during bidding. Services shall include attendance of one pre-bid conference and job walk-through prior to the advertised bid date. Consultant, in collaboration with the City, shall prepare timely responses to inquiries by potential bidders through written addenda. These queries shall be transmitted to the Consultant upon receipt by City. Consultant shall prepare responses to technical inquiries deemed appropriate. Consultant shall prepare addenda related to technical inquiries and provide one electronic copy (PDF format) to City for distribution. Responses to non-technical inquiries shall be provided by City. This Scope of Services does not include time for Consultant to assist City in the event of a bid protest or re-bidding of the project. Consultant shall perform reference checks of the lowest responsive bidder.

Preparation of Conformed Contract Documents for Execution

Consultant shall provide bid documents and addenda in electronic PDF format for execution by City and Contractor within seven calendar days of request by City.

TASK 6 –Construction Management Services

Consult will provide construction management services for this project. Consultant will act as the Construction Manager/Administrator, overseeing all aspects of construction activities. The construction period for this project is assumed to be 12 months for Substantial Completion and a further two months for Final Completion. The specific construction services to be provided by the Consultant include the tasks described below.

Assistance to City for Procuring Agency Permits and Approvals - Consultant shall provide digitally signed/sealed drawing revisions to the City for submission to the Building Department, as required to obtain a permit. Consultant shall respond to requests for additional information from the City's Building Department.

General Administration of Contract - Consultant will provide services for the administration of the executed contract, estimated at 4 hours per month, between City and Contractor. This task includes rendering interpretations of the Contract Documents, providing scheduling assistance, project coordination and correspondence with City. It is assumed that general administration

services will be provided for a project duration spanning 12 months. A construction management electronic system will be maintained by the Engineer. Hazen will provide accounts to the City and Contractor staff for access to construction documents. Construction documentation, including shop drawings and meeting minutes, shall be maintained on the system.

Preconstruction Conference – Consultant shall hold a preconstruction conference with representatives from the City, Contractor and major subcontractors in attendance. Preparation of an agenda and minutes of the conference will be performed by the Consultant.

Construction Progress Meetings - Consultant shall hold up to six (6) progress meetings with the City and Contractor to discuss project progress. Consultant shall conduct progress meetings and prepare meeting minutes.

Submittal and Equipment Operation and Manual (O&M) Review - Consultant shall log, track, review and process shop drawings, O&Ms, operational plans, and any other submittals which the Contractor is required to submit. Review shall be completed within twenty-one (21) calendar days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Consultant shall determine the acceptability of materials and equipment proposed by the Construction Contractor. Review of up to 30 submittals (including re-submittals) is anticipated. Consultant shall also review updated construction progress schedules and record drawings on a monthly basis. Consultant shall maintain a shop drawing log indicating the dates of Contractor submittals, rejections and approvals. This log shall be distributed at monthly progress meetings.

Construction Interpretations and Clarifications - Consultant shall receive, log, distribute, and respond in writing, along with associated support materials, to Contractor's requests for information (RFI) regarding the design documents during construction. A total of four (4) RFI responses have been included in this task. Consultant shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared and submitted to the Contractor in a timely fashion commensurate with the nature of the response.

Applications for Payment - Consultant shall review monthly payment applications (up to 12 anticipated) for conformance with the Contract Documents and the approved Schedule of Values. Consultant shall verify the quantities as represented on the payment application and make a recommendation to the City to proceed with the payment as requested, or as modified based on the Consultant review.

Construction Changes - Consultant shall, prepare, review, process and negotiate proposals, work change directives, and change orders during construction. It is assumed that up to two (2) requests for proposal will be prepared and reviewed and up to two (2) change orders will be prepared.

Site Observations - Consultant shall conduct limited on-site observations of construction to assist the City in determining if construction is proceeding in substantial accordance with the Contract Documents as outlined by the following:

- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor and Construction Manager/Administrator whenever the Inspector believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents or approved Shop Drawings, does not meet the requirements of any

inspections, tests or approval required to be made, or has been damaged before final payment.

- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor.
- Observe, record, and report appropriate details relative to testing and commissioning procedures for the work.
- Prepare and submit site visit reports and project photographs to the City

The Consultant shall not authorize any deviation from the contract documents or any substitution of materials or equipment unless first authorized in writing by the City. The Consultant shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The Consultant shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. The Consultant shall not approve any interruptions or modification of City's facilities without the approval of City.

Closeout Services - Based on successful completion of all outstanding work items by the Contractor, Consultant shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies including the following:

- Broward County Environmental Permitting Division (BCEPD)
 - Construct or Modify a Wastewater Treatment or Reclamation Facility
- Florida Department of Environmental Protection (FDEP)
 - Form 62-620-910 (12) – Notification of Completion of Construction for Wastewater Facilities or Activities
 - Form 62-620-910 (13) – Notification of Availability of Record Drawings and Operation and Maintenance Manuals

TASK 7 – City's Contingency Fee

Consultant shall provide additional services to the City, at the City's discretion, through this task.

KEY ASSUMPTIONS

Consultant's level of effort is based on the following key assumptions:

- City will provide Consultant with copies of all pertinent data in electronic format (i.e. Excel spreadsheet) for execution of the work.
- Previous plans and specifications in their present format will be used to the extent possible. City will disclose any changes made subsequent to the existing record documents.
- Sole sourcing of equipment as desired for efficiency and to consolidate parts and maintenance will be addressed by the City. City will perform administrative activities and provide the appropriate documentation for the Front End to allow sole-sourcing of desired

equipment.

- Design and/or upgrades to the filter feed pumps, reuse high service pumps, central plant drain system and plant site pump station are not included.
- No owner-furnished / pre-purchasing of equipment is anticipated.
- Consultant will prepare Bid Schedule and allowable construction duration for incorporation into Front End documentation. An electronic copy (Word format) to City will be provided.
- City will prepare Front End documents and provide an electronic copy (PDF format) to Consultant for incorporation into Bid Documents.
- City will administer distribution of Bid Documents to construction contractors and other potential bidders through Demand Star.
- City shall pay all permitting fees.
- Consultant shall not be responsible for the acts or omissions of any construction contractor, any construction subcontractor, or any other person (except Consultant's own employees, subconsultants or other agent) at the project site.
- Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or related safety precautions and programs.
- Consultant shall not be responsible for payment of any testing fees (including laboratory fees) required by the Contract Documents.
- Consultant's scope of services does not include claims analysis or litigation support.
- Working days are Monday through Friday, between the hours of 8AM and 5PM.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT.

COMPENSATION

This Work Authorization will be performed on a lump sum basis for \$334,639 in accordance with Article 1 of the Agreement. A City's Contingency Fee of \$25,000 for use at the City's discretion has been included for a total project fee of \$359,639. A fee breakdown by task, as described in the Scope of Services, is attached.

TIME OF PERFORMANCE

The anticipated duration for the major work tasks is summarized in the table below.

Task	Task Duration (Calendar Days)	From Notice to Proceed
Notice to Proceed	0	0
Task 1 – Project Meetings	-	-
Task 2 – Hydraulic and Process Evaluation	60	60
Task 3 – Detailed Design Services for Bid	270	330
Task 4 – Permitting	90	330
Task 5 – Bid Services	180	510
Task 6 – Services During Construction	360	870
Task 7 – Project Closeout	30	900
Total (all tasks complete)		900 Calendar Days

**Includes construction contract award and NTP*

