

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

**Meeting Date:** May 21, 2025

**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

**Temp. Reso. Number:** 8400

**Item Description:** Temp. Reso. #R8400 APPROVING AND AUTHORIZING AN EXECUTION OF AMENDMENT NO. 4 WITH CHEN MOORE & ASSOCIATES, INC. (CMA) AND RELATED EXPENDITURE IN AN AMOUNT NOT-TO-EXCEED \$81,040 FOR THE PROVISION OF CONSTRUCTION ENGINEERING SERVICES FOR THE COUNTRY CLUB RANCHES WATERMAIN IMPROVEMENTS PROJECT PHASE 3 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT. (Senior Project Manager of Utilities 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 \$81,040 is available in Utilities, GL- Account 414-55-809-533-000-606510-52076 Entitled "CIP-Construction"


**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8400**
  - **Exhibit A:** Proposed Contract with Amendment No. 4
- **Attachment(s)**
  - **Attachment 1:** Country Club Ranches Watermain Phase 3 Scope for Construction Engineering Services



**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:** May 15, 2025

**RE:** Temp. Reso. No. 8400 Country Club Ranches Watermain Phase 3 Construction Engineering Services – Amendment No. 4 with Chen Moore and Associates, Inc.

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8400, approving and authorizing the execution of Amendment No. 4 to the original agreement with Chen Moore & Associates, Inc. (the “Engineer”), for construction management services for the Country Club Ranches Watermain Improvements Project - Phase 3 in a not-to-exceed amount \$81,040.

**ISSUE:** The City Commission approval is required for purchases exceeding \$75,000 per vendor per fiscal year in accordance with Section 2-412(a)(1) of the City Code.

**BACKGROUND:** The Engineer was selected based on the terms of the continuing consulting services agreement (Resolution No. 15-198 – Architectural and Engineering Consulting Services Library, approved on September 2, 2015).

On February 20, 2019, via Resolution No. 6907, the City Commission approved the award of Request for Qualification No. 19-10-03 (the “RFQ”), entitled “Country Club Ranches Water Distribution System Improvements Project” to Chen Moore & Associates, Inc.

The Country Club Ranches Water Distribution System Improvements Project is a multiphase project, and Chen Moore & Associates, Inc. has been providing exceptional engineering, permitting, bidding, and construction engineering services from the inception of the project.

The following table summarizes the services provided by Chen Moore & Associates to date:

Item	Approved by	Date	Amount
Design Engineering Services (Original Agreement)	City Commission	2/20/2019	\$300,000
Construction Engineering Services- Phase 1A (Amendment 1)	City Manager	10/21/2020	\$60,000
Design Engineering Services – Phase 2 and Construction Engineering Services- Phase 1B & 1C (Amendment 2)	City Commission	10/13/2021	\$337,770
Design Engineering Services – Phase 3 and Construction Engineering Services- Phase 2 (Amendment 3)	City Commission	5/17/2023	\$327,810
Construction Engineering Services – Phase 3 (Amendment 4)	This Amendment	TBD	<b>\$81,040</b>
<b>Total Contract Amount including this Amendment</b>			<b>\$1,106,620</b>

The City of Miramar advertised Phase 3 of the project and will be requesting City Commission authorization to award for construction services, and the City would like to engage Chen Moore & Associates, Inc. to provide construction engineering services for Phase 3 of the project.

**DISCUSSION:** On March 18, 2025, Chen Moore & Associates, Inc. submitted a proposal to provide construction engineering services (Amendment 4) for Country Club Ranches Watermain Improvements - Phase 3 in an amount not-to-exceed \$81,040.

**ANALYSIS:** Funding of \$81,040 is available in Utilities, GL- Account 414-55-809-533-000-606510-52076 Entitled “CIP-Construction” for the Country Club Ranches Watermain Improvements Project as approved by the City Commission under Capital Improvements Plan (CIP) for FY25.

Temp. Reso. No. 8400

3/24/25

5/14/25

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AMENDMENT NO. 4 TO THE CITY'S AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE COUNTRY CLUB RANCHES WATERMAIN IMPROVEMENTS PROJECT PHASE 3 IN THE AMOUNT NOT-TO-EXCEED \$81,040; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chen Moore & Associates, Inc. is a corporation authorized to conduct business in the State of Florida, whose principal place of business is 500 West Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33009; and

**WHEREAS**, on February 20, 2019, via Resolution No. 6907, the City Commission approved the award of Request for Qualification No. 19-10-03 (the "RFQ"), entitled "Country Club Ranches Water Distribution System Improvement Project" (the "Work" or "Services") to Chen Moore & Associated, Inc.; and

**WHEREAS**, on April 8, 2019, the City and Contractor (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

**WHEREAS**, the original scope of work cost was \$300,000; and

**WHEREAS**, on June 5, 2019, City management decided to divide the project into two sub-phases (Phase 1A and 1B) due to costs and funding considerations. The original scope was revised to include design and permitting for \$250,175; and

Reso. No. \_\_\_\_\_

**WHEREAS**, on August 4, 2020, Chen Moore & Associates, Inc. was directed to design and permit the Old Miramar Parkway watermain as Phase 1C for the remaining value of \$49,825; and

**WHEREAS**, on October 21, 2020, the City received a proposal for Construction Engineering Services for Phase 1A in the amount of \$60,000, as a change order and herein referred to as Amendment No. 1; and

**WHEREAS**, on January 2021, following the successful construction bid evaluation of Phases 1A, 1B and 1C, it was decided to award Phases 1A and 1B under one contract; and

**WHEREAS**, with the ongoing construction of phases 1A, it is necessary to extend the services of Chen Moore & Associates, Inc. to include construction engineering services for phases 1B and 1C and the design professional services for Phase 2; and

**WHEREAS**, on October 13, 2021, City Commission approved Amendment 2 in the amount of \$337,770 for construction engineering services of Phases 1B & 1C and the professional engineering services of Phase 2; and

**WHEREAS**, on May 17, 2023, City Commission approved Amendment 3 in the amount of \$327,810 for construction engineering services of Phases 2 and the professional engineering services of Phase 3; and

**WHEREAS**, on March 18, 2025, Chen Moore & Associates, Inc. submitted the scope of work for construction engineering services for Country Club Ranches Watermain

Improvements - Phase 3 in the amount of \$81,040, herein referred to as Contract Amendment 4; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve Amendment No. 4 for the construction engineering services of phase 3 in the amount not-to-exceed \$81,040.

**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:** That it approves Amendment No. 4 to the Agreement with Chen Moore and Associates, and the associated expenditure in an amount not-to-exceed \$81,040 for the provision of Construction Engineering Services for Phase 3.

**Section 3:** That it authorizes the City Manager to execute Amendment No. 4 to the Agreement with Chen Moore & Associates, Inc. in the form attached hereto as Exhibit “A,” together with any non-substantive changes are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Temp. Reso. No. 8400

3/24/25

5/14/25

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CONTRACT AMENDMENT No. 4**  
**TO**  
**ARCHITECTURAL/ENGINEERING SERVICE AGREEMENT**  
**FOR**  
**COUNTRY CLUB RANCHES WATERMAIN IMPROVEMENTS PHASE 3**

This Contract Amendment (the "AMENDMENT") to that certain Architectural/Engineering Agreement (the "Agreement") dated February 6, 2019, as approved by Resolution No.19-68 , is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (the "City"), and CHEN MOORE & ASSOCIATES, INC, a Florida Corporation ("CMA").

**RECITALS:**

**WHEREAS**, CMA is a corporation authorized to do business in the State of Florida, whose principal place of business is 500 West Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33009; and

**WHEREAS**, by adoption of Resolution No. 15-198, the City Commission approved a new pool of Architectural and Engineering Consultants to provide services to the City on an as need basis; and

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

**WHEREAS**, the City issued RFQ No. 19-10-03 for Country Club Ranches Water Distribution System Improvement Project on February 9, 2019;

**WHEREAS**, CMA was highest most qualified responsive and responsible Proposer; and

**WHEREAS**, on April 8, 2019 the City Commission approved award to CMA under Resolution No. 19-68 in the amount of \$300,000 (see Attachment 1); and

**WHEREAS**, on June 29, 2020, the City received a proposal for Construction Engineering Services for Phase 1A with certain exclusions in the amount of \$60,000.00, as a change order and herein referred to as Amendment No. 1 (see Attachment 2); and



**WHEREAS**, with the ongoing construction of phases 1A & 1B and pending construction of Phase 1C (otherwise referred to as Phase 1) it is necessary to extend the services of CMA to include additional construction management services for Phase 1 and include the professional design services for Phase 2; and

**WHEREAS**, on September 20, 2021, CMA submitted the scope of work for construction additional engineering services of Phase 1 and the professional engineering services of phase 2 in the amount of \$337,770, herein referred to as Contract Amendment 2; and

**WHEREAS**, on October 13, 2021, City Commission approved Amendment 2 in the amount of \$337,770 for construction engineering services of Phases 1 and the professional engineering services of Phase 2; and

**WHEREAS**, on January 12, 2023, City Commission approved Amendment 3 in the amount of \$327,810 for construction engineering services of Phases 2 and the professional engineering services of Phase 3; and

**WHEREAS**, on March 18, 2025, CMA submitted the scope of work for construction engineering services for Country Club Ranches Watermain Improvements - Phase 3 in the amount of \$81,040, herein referred to as Contract Amendment 4;

**NOW THEREFORE**, for good and valuable consideration of the mutual covenants set forth herein and, in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed that the additional construction management for Phase 2 and professional design services for Phase 3 is \$327,810. The Proposal of Scope of Services for the "Construction Management Services" shall become part of and shall be incorporated into the terms of the Contract and its amendment for all purposes.

2. The parties agree that all services and terms to remain under the original contract agreement with City of Miramar as per RFQ 19-10-03.

3. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.

4. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

5. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its City Manager and by CMA, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**FOR CITY:**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
Denise A. Gibbs  
City Clerk

By: \_\_\_\_\_  
Dr. Roy 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 ENGINEER:**

WITNESSES:

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

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

\_\_\_\_\_ Dated: \_\_\_\_\_

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

State of Florida     )  
County of            )

On this, the \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title), of CMA , a Florida corporation, on behalf of the corporation, who is personally known to me or has produced as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed, or stamped name of Notary Public

My Commission Expires:

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



March 19<sup>th</sup>, 2015

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

**Subject: Country Club Ranches Watermain  
Phase 3 - Construction Engineering Services**

Dear Mr. Navarro:

Chen Moore and Associates (CMA) is pleased to submit the attached scope of work for construction engineering services of Phase 3 of the Country Club Ranches Watermain Project. CMA will provide construction inspection and administration services throughout the construction of the Phase 3 watermain project.

### **PROJECT INTRODUCTION**

Within this scope, the City has requested CMA to provide construction engineering services for Phase 3 of the watermain improvements for the Country Club Ranches Neighborhood. The Country Club Ranches Neighborhood is bound by Miramar Parkway to the north, Flamingo Road to the east, Florida Turnpike and SW 48<sup>th</sup> Court to the south and SW 148<sup>th</sup> Avenue to the west. The Country Club Ranches community contains 364 lots, primarily residential, currently served by private wells and septic tanks. Phase 3 of the neighborhood bounded by SW 141<sup>st</sup> Avenue to the west, Bass Creek Road to the south, Blue Gill Road to the north, and SW 136<sup>th</sup> Avenue to the east. This phase will include approximately 11,750 linear feet of proposed watermain. The proposed Phase 3 boundaries are displayed in the attached map.

Included in the enclosed scope of services, CMA will provide construction engineering services for the recommended watermain improvements within Phase 3 according to the scope of services outlined within the following sections.

### **SCOPE OF SERVICES**

#### **Task 1: Phase 3 Construction Engineering Services**

##### **Task 1.1 Shop Drawing Review**

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

#### Task 1.2 Construction Meeting Attendance

CMA will attend one preconstruction meeting and up to 30 construction progress meetings with the contractor, City staff, and other project stakeholders over the construction duration. CMA will attend a walk-through inspection meeting to prepare a punch list at the substantial completion stage. CMA will attend a final inspection meeting to review the punch list for completion prior to final acceptance of the project. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on an hourly not to exceed basis.

#### Task 1.3 Respond to Requests for Information

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

#### Task 1.4 Construction Inspections

CMA shall assist the City with the inspection of the project implementation during construction operations. CMA will be available to conduct site inspections of the work during construction operations throughout the construction duration. Construction inspection services defined within this task were estimated based on a construction inspector on-site approximately 300 total hours, estimated to 10 hours per week times 30 weeks for the project. The fees for this task will be paid on an hourly not to exceed basis.

#### Task 1.5 Asbuilt Review; Prepare Record Drawings

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

#### Task 1.6 Certification and Contract Closeout

CMA shall assist the CITY with the closeout of the contractor's contract. CMA shall review and approve all final documents submitted by the contractor, which will include the project as-built drawings. CMA shall update the Stormwater GIS Atlas based on the as-built drawings for the proposed stormwater improvements constructed under this project. CMA shall submit project certifications to the relevant regulatory agencies per permit requirements. CMA shall submit a project certification letter to the City upon the final acceptance of the project. All work under this task will be billed on an hourly not to exceed basis.

#### **SCOPE ASSUMPTIONS**

- This scope does not include any services required for easement or right-of-way acquisitions.
- City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City

500 West Cypress Creek Road, Suite 630  
Fort Lauderdale, FL 33309  
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Building Permit. CMA will only be responsible for any revisions to the design plans required by the City Building Department.

- City will provide timely responses to information included within each submittal.
- City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- Additional reimbursable expenses requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, additional document reproduction, or express delivery of documents, shall be approved by the City before proceeding with the work.
- CMA will be responsible for limited construction inspection, reviewing shop drawings, pay requests, responding to any requests for additional information from the contractor, and attending monthly progress meetings during the construction phase.
- Any additional engineering services from CMA requested by the City outside of the items defined within scope shall be submitted to the City for approval and/or authorization. Upon the Cities approval work will be billed at hourly rates according the attached Rate Schedule.
- CM will not provide any material testing. All testing shall be performed by contractor.

### **PROJECT FEES**

CMA has prepared this proposal for the professional construction engineering services necessary to accomplish this scope of services on this project. The total amount for this scope is **\$81,040.**

Task	Task Description	Fee
1	Phase 3: Construction Engineering Services	\$81,040
	<b>Total:</b>	<b>\$81,040</b>

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

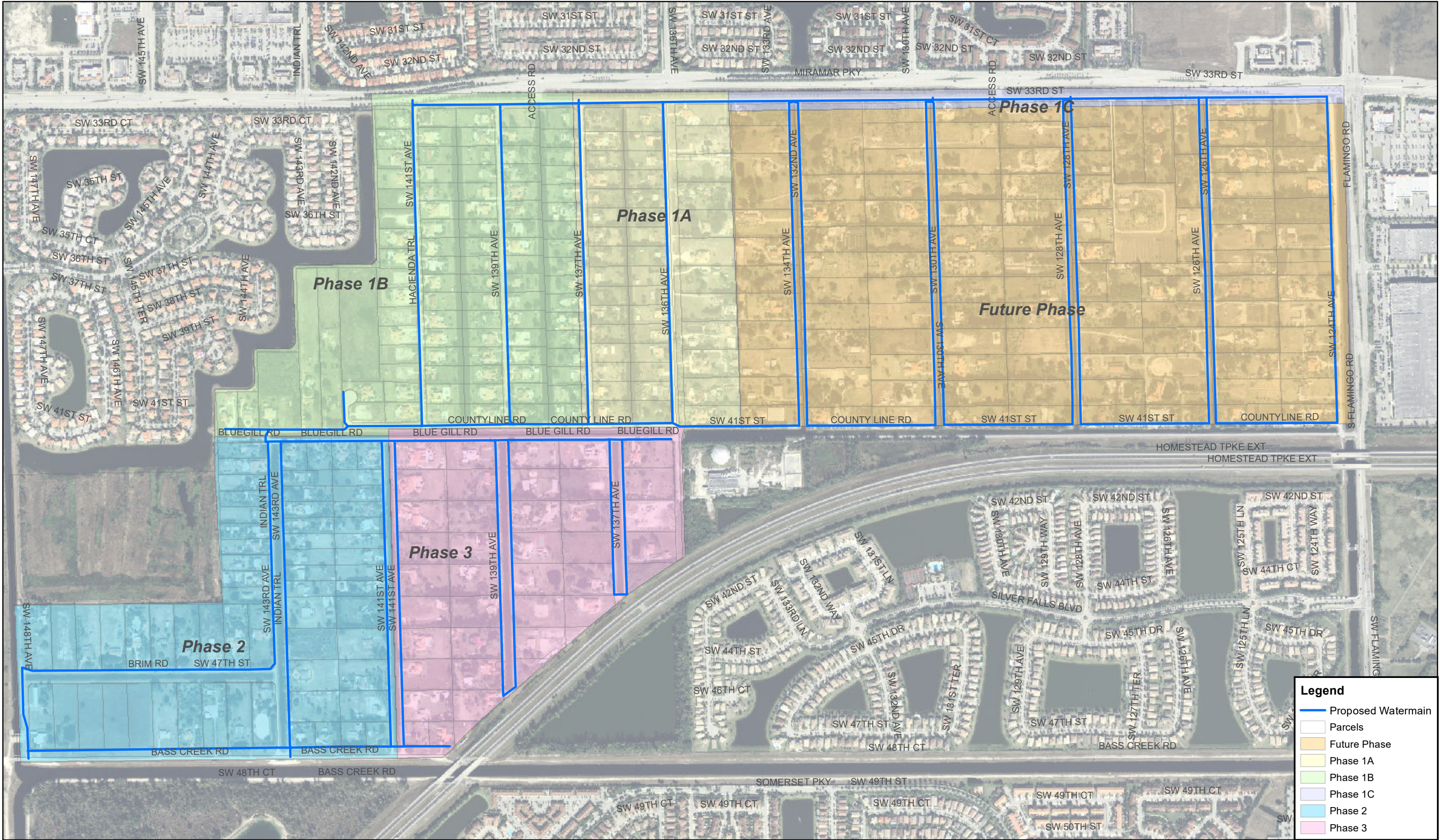
Respectfully submitted,

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

City of Miramar  
Country Club Ranches  
Phase 3 Construction Engineering Services Proposal

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (S)	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER / DESIGNER	SENIOR TECHNICIAN	TECHNICIAN	CONSTRUCTION SPECIALIST	ENGINEERING INTERN	TOTAL HOURS	TOTAL COST
1.0	Phase 3 Construction Engineering Services												
1.1	Shop Drawing Review				16		6			8		30	\$4,480
1.2	Construction Meeting Attendance				48		8			40		96	\$13,960
1.3	Respond to Request for Information				20		8			20		48	\$6,600
1.4	Construction Inspection				40		20			300		360	\$38,300
1.5	Asbuilt Review; Prepare Record Drawings				20		8		60			88	\$9,500
1.6	Certification and Contract Close Out				24		20			16		60	\$8,200
	TOTAL - TASK 1												\$81,040
	SUBTOTAL HOURS		0	0	168	0	70	0	60	384		534	
	TOTAL FEE ESTIMATE												\$81,040
	Hourly Rates		\$330.00	\$210.00	\$195.00	\$165.00	\$100.00	\$90.00	\$80.00	\$95.00	\$50.00		





**Legend**

- Proposed Watermain
- Parcels
- Future Phase
- Phase 1A
- Phase 1B
- Phase 1C
- Phase 2
- Phase 3



City of Miramar  
Country Club Ranches  
Proposed Watermain Phases

