

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

**Meeting Date:** April 22, 2026

**Presenter's Name and Title:** Marilyn Markwei, Senior Engineering Manager and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments

**Prepared By:** Kristy Gilbert, MBA, Assistant Public Works Director

**Temp. Reso. Number:** 8668

**Item Description:** Temp. Reso. #R8668 approving a Project Agreement with CPH Consulting, LLC, to provide professional consulting services for design, permitting, bidding and construction services for the Wastewater Reclamation Facility Fuel Depot Canopy Project in the additional amount of \$74,405; authorizing the City Manager to execute the Project Agreement. *(Senior Engineering Manager, Marilyn Markwei and Director of Procurement, Alicia Ayum).*

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: None**

**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:** Funds totaling \$74,405 will be expended from Account No. 503-50-800-532-000-606502-52126 entitled "CIP-Plan/Design/Engineering."


**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8668**
  - **Exhibit A: Project Agreement with CPH**
- **Attachment(s)**
  - **Attachment A: Scope of Work and Fee Proposal**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Shana Coombs, Chief Operations Officer / Public Works Director

**DATE:** April 16, 2026

**RE:** Temp. Reso. No. 8668 approving a Project Agreement with CPH Consulting, LLC, to provide professional consulting services for design, permitting, bidding and construction services for the Wastewater Reclamation Facility Fuel Depot Canopy Project

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8668, approving a Project Agreement with CPH Consulting, LLC (“CPH”) to provide professional consulting services for design, permitting, bidding and construction services for the Wastewater Reclamation Facility (“WWRF”) Fuel Depot Canopy Project, in the additional amount of \$74,405; authorizing the City Manager to execute the project agreement.

**ISSUE:** City Commission approval is required for all expenditures exceeding the \$75,000 from the same vendor within a single fiscal year. CPH is also performing design services for stormwater improvements along SW 33<sup>rd</sup> Street between SW 64<sup>th</sup> Avenue and SW 62<sup>nd</sup> Avenue in the amount of \$69,500. This resolution authorizes additional expenditures with CPH in the amount of \$74,405 for Fiscal Year 2026 (“FY2026”).

**BACKGROUND:** The Public Works Department is responsible for the operation, maintenance, and repair of the WWRF fuel depot and City fuel storage facilities. Direct sunlight and adverse weather conditions are negatively impacting the electronic control boards of the uncovered WWRF Fuel Depot. This is resulting in malfunctions errors in fuel management system readings and increased maintenance costs. The Fuel Depot canopy project is funded in the approved FY2026 Capital Improvement Program.

The Procurement Department issued Request for Qualifications (“RFQ”) No. 22-12-10 entitled “Architectural and Engineering Consulting Services” to establish a library pool of

Engineering and Architectural consultants to perform professional services for specific projects on an as-needed basis. CPH is a member of the library and has a Continuing Services Agreement under SubCategory 2 entitled Architectural Services.

CPH responded to the City's Request for Letters of Interest and has been chosen to provide design, permitting, bidding and construction services for the WWRF Fuel Depot canopy project. Under the City Manager authority, a project agreement in the amount of \$69,500 was executed with CPH (in FY2026) to design and permit stormwater drainage improvement along SW 33<sup>rd</sup> Street between SW 64<sup>th</sup> Avenue and SW 62<sup>nd</sup> Avenue. Therefore, City Commission approval is required to provide additional design services, in the amount of \$74,405 for the WWRF fuel depot canopy project.

**DISCUSSION:** Direct sunlight and adverse weather conditions are negatively impacting the electronic control boards of the uncovered WWRF Fuel Depot. This is resulting in malfunctions errors in fuel management system readings and increased maintenance costs. The scope of services for the project includes re-design of the existing site to include a canopy for the uncovered fuel pumps, new light emitting diode ("LED") lighting under the canopy, replacement of the fuel pumps, installation of new fire suppression system, site grading, repaving and restriping.

**ANALYSIS:** Funds totaling \$74,705 will be expended from Account No. 503-50-800-532-000-606502-52126 entitled "CIP-Plan/Design/Engineering".

Temp. Reso. No. 8668

3/12/26

4/14/26

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A PROJECT AGREEMENT WITH CPH CONSULTING, LLC, TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR DESIGN, PERMITTING, BIDDING AND CONSTRUCTION SERVICES FOR THE WASTEWATER RECLAMATION FACILITY FUEL DEPOT CANOPY PROJECT IN THE ADDITIONAL AMOUNT OF \$74,405; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Public Works Department is responsible for the operation, maintenance, and repair of the Wastewater Reclamation Facility (“WWRF”) fuel depot and City fuel storage facilities; and

**WHEREAS**, direct sunlight and adverse weather conditions are negatively impacting the electronic control boards of the uncovered WWRF Fuel Depot resulting in malfunctions errors in fuel management system readings and increased maintenance costs; and

**WHEREAS**, the Fuel Depot canopy project is funded in the approved Fiscal Year 2026 Capital Improvement Program; and

**WHEREAS**, the Procurement Department issued Request for Qualifications (“RFQ”) No. 22-12-10 entitled “Architectural and Engineering Consulting Services” to establish a library pool of Engineering and Architectural consultants to perform professional services for specific projects on an as-needed basis; and

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

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3/12/26

4/14/26

**WHEREAS**, CPH Consulting, LLC (“CPH”) is a member of the library and has a Continuing Services Agreement under SubCategory 2 entitled Architectural Services; and

**WHEREAS**, CPH responded to the City’s Request for Letters of Interest and has been chosen to provide design, permitting, bidding and construction services for the WWRF Fuel Depot canopy project; and

**WHEREAS**, under the City Manager authority, a Project Agreement in the amount of \$69,500 was executed with CPH to design and permit stormwater drainage improvement along SW 33<sup>rd</sup> Street between SW 64<sup>th</sup> Avenue and SW 62<sup>nd</sup> Avenue in fiscal year 2026; and

**WHEREAS**, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor over \$75,000 must be formally approved by the City Commission; and

**WHEREAS**, the City Manager recommends that the City Commission approve a Project Agreement with CPH, to provide professional consulting services for design, permitting, bidding and construction services for the WWRF Fuel Depot Canopy Project in the additional amount of \$74,405; 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 a Project Agreement with CPH Consulting, LLC, to provide professional consulting services for design, permitting, bidding and construction services for the Wastewater Reclamation Facility Fuel Depot Canopy Project in the additional amount of \$74,405; and to authorize the City Manager to execute the 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:** 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 the City Commission approves the project agreement with CPH Consulting, LLC., to provide professional consulting services for design, permitting, bidding and construction services for the Wastewater Reclamation Facility Fuel Depot Canopy Project in the additional amount of \$74,405.

**Section 3:** That the City Manager is authorized to execute the Project Agreement with CPH Consulting, LLC., in the additional amount of \$74,705, attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed appropriate by 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.

**Section 5:** That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8668

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4/14/26

**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:

\_\_\_\_\_  
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  
FUEL STATION #2 REMODEL  
BETWEEN  
THE CITY OF MIRAMAR  
AND  
CPH CONSULTING, LLC.**

**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 **CPH CONSULTING, LLC.**, a Foreign Limited Liability company, authorized to conduct business in the State of Florida (the "Consultant"), whose principal place of business is 500 W. Fulton Street, Sanford, Florida 32771.

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

**WHEREAS**, the Consultant is a member of the new pool under the subcategory of Architectural Services and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

**WHEREAS**, the Consultant responded to the City's Request for Letter of Interest, and has been chosen by the City to provide design, permitting, bidding and construction services for the remodeling of Fuel Station #2, located at 13900 Pembroke Road (the "Specific Project" or the "Scope of Services") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

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

**1. Contract Documents**

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

**1.1** This Agreement (the “Specific Projects” or “Project Agreement”) to include the Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment “A”**;

**1.2** The Continuing Services Agreement, dated August 24, 2022, between the Consultant and the City, which shall apply to the provision of Services under this Agreement, including all definitions and General Terms and Conditions used in the RFQ are incorporated herein and made a part hereof;

**1.3** Any and all specifications, supplementary conditions, statement of work or any other provisions or amended proposals executed and submitted by the Consultant and accepted by the City, along with the appropriate insurance certificates; and

**1.4** Any and all addenda and/or amendments mutually agreed to after execution of this Agreement.

These aforementioned Contract Documents comprise the entire agreement for the Services agreed to herein between the parties. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

**2. The Work**

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

**3. Period of Service**

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

**4. Compensation**

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be the fee of Seventy-Four Thousand, Four Hundred Five Dollars (\$74,405.00), as specified in the Scope of Services request submitted to and accepted by the City.

**5. Payments**

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

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

**6. Termination**

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

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

**7. Default:**

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

**8. Anti-lobbying/No Contingent Fee:**

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

**9. Warranties and Guarantees:**

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

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

**10. Binding Effect:**

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

**11. Amendments and Modification:**

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

**12. Merger; Amendment:**

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

**13. Nonassignability:**

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

**14. Notices:**

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

**FOR CONSULTANT:**

CPH, LLC.  
Kyle Bechtelheimer,  
Municipal Marketing Director  
500 W. Fulton Street  
Sanford, Florida 32771  
Telephone: (305) 274-4805  
Fax: (305) 274-4807  
Email: [kbechtelheimer@cphcorp.com](mailto:kbechtelheimer@cphcorp.com)

**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 7<sup>th</sup> 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](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

**17. Ownership Of Documents:**

**17.1** All original construction Drawings and Specifications produced by Consultant under this Agreement shall remain the property, and shall remain in the custody and possession, of Consultant, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Consultants) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Consultant's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody and control of Consultant. Consultant's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the fullest extent permitted by federal and Florida Law, Consultant hereby

transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Consultant's Work, and agrees to sign any and all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant shall retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

**17.2** When the City requests that the Consultant provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Consultant will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

**18. Other Provisions:**

**18.1** Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

**18.2** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

**18.3** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**19. Scrutinized Companies:**

**19.1** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**19.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

**19.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

**20. E-Verify Program**

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

**FOR CITY:**

**CITY OF MIRAMAR**

ATTEST:

By: \_\_\_\_\_  
Dr. Roy L. Virgin,  
City Manager

\_\_\_\_\_  
Denise Gibbs, City Clerk

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:**

**CPH CONSULTING, LLC.**

WITNESS:

By:  \_\_\_\_\_  
Kyle Bechtelheimer,  
Municipal Marketing Director

  
\_\_\_\_\_

Print Name: Alfonso Suarez

Date: 2/17/2026

**PROFESSIONAL ENGINEERING SERVICES  
FOR  
CITY OF MIRAMAR, FLORIDA  
13900 PEMBROKE ROAD FUELING STATION #2 REMODEL  
REVISED 1/29/2026**

CPH, Inc. has prepared this proposal to provide professional services for the City of Miramar's Fueling Station Refurbishment located at the address of 13900 Pembroke Road. This Agreement is composed of details of the services to be performed. The city of Miramar shall herein be referred to as the "City," and CPH Consulting LLC. as "CPH."

**PROJECT DESCRIPTION**

CPH hereby proposes to conduct Professional Consulting services for the above-referenced project. The project will consist of the design, permitting, bidding and construction phase services for the Remodeling of the Fuel Station # 2 (refer to site exhibit below) located at 13900 Pembroke Road. The project Includes a new canopy, new LED lighting under the canopy, reconstruction of the fuel pump islands, replacement of the fuel pumps, installation of new of fire suppression system, site grading, re-paving and re-striping.

The current condition of the site requires pavement and concrete restoration, no existing canopy structure thus requiring a new canopy for installation, and pumps that are due for replacement. This evaluation was conducted during a meeting with the Director of Public works, Kirk Hopson-Garcia, on 05/13/2025. At that time, it was determined that the location specified in the diagram below be remodeled to accommodate a new canopy structure to protect and cover the new pump equipment that has been deemed necessary by the Director of Public Works

**Site Exhibit**



## **SCOPE OF SERVICES**

The following represents a summary of the scope of work services for the City of Miramar. CPH, Inc. shall provide the professional services described below.

Scope of Services consists of seven (7) Tasks:

**TASK A – DUE DILEGENCE**

**TASK B – SCHEMATIC DESIGN (30%)**

**TASK C – CONSTRUCTION DOCUMENTS (90%)**

**TASK D – PERMITTING**

**TASK E – CONSTRUCTION DOCUMENTS (100%)**

**TASK F – BID PHASE SERVICES**

**TASK G – LIMITED CONSTRUCTION ADMINISTRATION**

## **BASIC SERVICES**

### **TASK A – DUE DILIGENCE**

#### **A.1 Due Diligence & Data Collection**

CPH will coordinate and participate with City staff in a project kick-off meeting. Key design considerations will be discussed, and preliminary decisions will be made to expedite the development of construction documents. CPH will complete one site visit to determine if any field conditions have changed since preliminary design and verify key survey information.

#### **Client-furnished information**

It is understood that CPH will perform services under the sole direction of the City. The City shall provide CPH with project-related information including, but not limited to, the following:

- As-built Drawings for the existing Site.
- Any documents, agreements, plans, investigations, and/or pertinent information concerning the project site to which the CLIENT may have access.

#### **A.2 Geotechnical Investigation (Allowance)**

CPH will retain a subconsultant to perform a geotechnical investigation of the project site to assess soil and subsurface conditions relevant to the proposed construction.

The investigation will include field exploration, data analysis, and preparation of a formal Geotechnical Report. The scope of work will include:

- Review of existing site conditions
- Geotechnical exploration, sampling, and testing
- Classification of subsurface soils and identification of conditions encountered.
- Measurement of groundwater depth at the time of exploration and estimation of seasonal high groundwater levels
- Engineering recommendations for soil suitability, including excavation/fill guidance, soil parameters for design, bedding and backfill suitability, and horizontal directional drilling (HDD) feasibility.

The current plan includes two (2) Standard Penetration Test (SPT) borings—one near each fuel station—to support design and to avoid a second mobilization charge. Each boring is anticipated to reach a depth of approximately 10 feet below existing grade. The Engineer of Record (EOR) will confirm final boring locations.

Drilling will be conducted using either truck-mounted or tripod-mounted equipment, depending on site access and conditions. Each boring will be documented through software-generated logs, and a site plan will be prepared to indicate the approximate location of all test borings.

Following the field investigation, the subconsultant will summarize the findings in a Geotechnical Report. The report will detail the testing procedures, present the collected data, and provide an evaluation of the subsurface soil conditions. It will also include engineering recommendations to guide the design and construction of the proposed improvements.

This task has been included as an **allowance** in the proposal, as pricing from the geotechnical subconsultant has not been received. The Geotechnical task may also be performed as part of the scope for the previously submitted proposal for the “Fueling Station Refurbishment” project.

### **A.3 Topographic Survey**

CPH will perform a Topographical Survey of the area where the proposed scope of work is to be implemented. The survey will capture and document all existing striping and pavement markings, surface structures, ground materials and finishes, signage, and any fixed equipment. Surface elevation data will also be collected for the designated area shown below.

To optimize resources and avoid a second mobilization charge, the CPH proposal for the “Fueling Station Refurbishment” project includes Fuel Station #1 in the survey scope. Or if it is appropriate to provide a separate fee for each site the survey this fuel station is listed in this proposal.

### **Scope of work clarifications**

Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

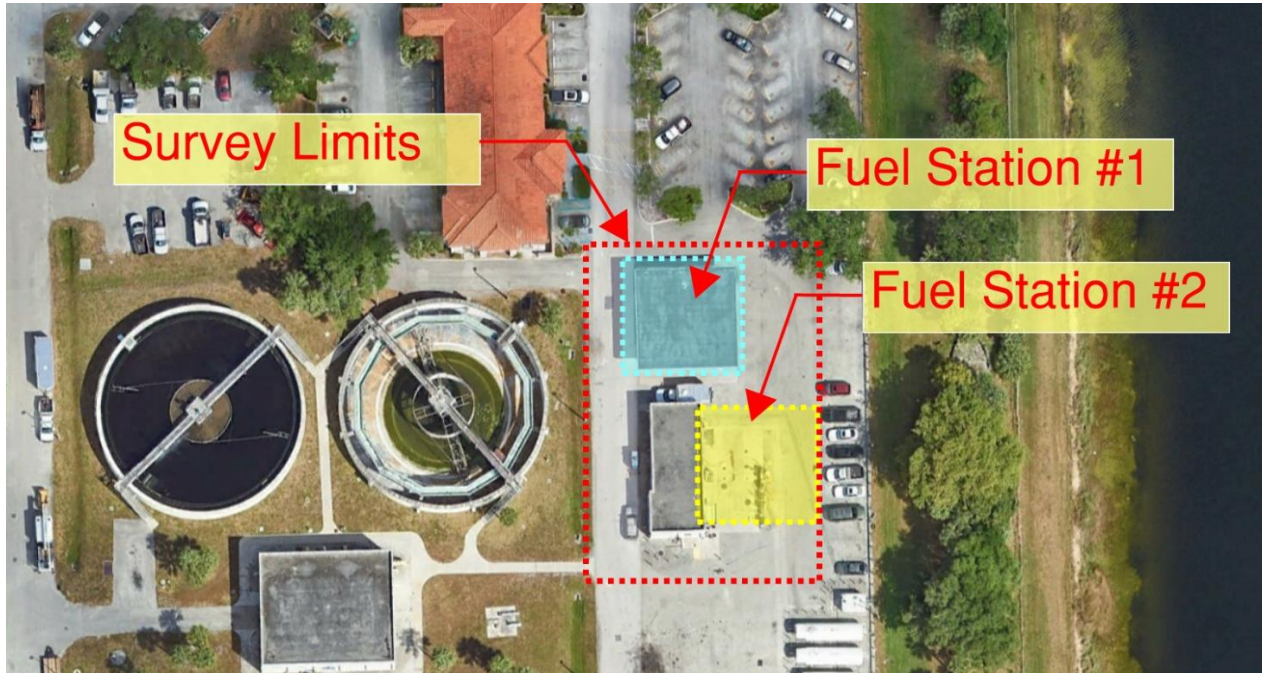
For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

**Any work not specifically indicated in this proposal is excluded, including but not limited to the following:**

- As-built Survey
- ALTA/NSPS Land Title Survey
- Boundary Survey
- Platting
- Sketch and Descriptions
- Ordinary High Water/Mean High Water
- Separate review of CLIENT and/or financial institution requirements
- Soil Borings

- Wetland Delineation/Location
- Construction Staking

### Survey Site Exhibit



### TASK B - SCHEMATIC DESIGN (30%)

#### **B.1 Schematic Design Plans (30%)**

CPH with the coordination of the city on a specified date and time will hold a review meeting to help expedite the scope approval once CPH has completed the Schematic Design Plans (30%) consisting of but not limited to the following sheets:

1. Cover Sheet
2. Survey
3. Site Plan
4. Roof Plan
5. Elevations
6. Ground plan

### TASK C – CONSTRUCTION DOCUMENTS (90%)

Upon City approval of 30% Schematic Design CPH will prepare the 90% Construction Documents and Project Specifications, incorporating all permitting components, plan adjustments, and City comments from the 30% Design review meeting. The 90% Submittal consist of but not limited to the following sheets:

1. Cover Sheet
2. Survey

3. Architectural General Notes and Specifications
4. Architectural Site Plan
5. Architectural Demolition Plan
6. Architectural Roof plan
7. Architectural Building Elevations & Sections
8. Architectural Floor Plan
9. Architectural Reflected Ceiling Plan
10. Architectural Details
11. Structural General Notes and Specifications
12. Structural Plan and Details
13. Electrical General Notes and Specifications
14. Electrical Equipment and lighting Plan
15. Mechanical Fire Protection General Notes and Specifications
16. Mechanical Fire Protection Plan

CPH will incorporate onto the drawings the existing City provided specifications, revising, and adding to the specifications as needed.

The 90% Construction Documents will be submitted to the City for review, and CPH will attend one meeting to review the specifications and drawings. CPH will provide the OPCC (Opinion of Probable Construction Costs), based on the 90% Construction Documents.

#### **TASK D - PERMITTING SERVICES**

CPH shall submit the City approved 90% Construction Documents to the respective permitting agencies. CPH will coordinate with the City to obtain all signatures and prepare all paperwork. CPH will coordinate with each of the below permitting agencies, respond to up to 3 sets of comments from each agency, and assist the City to obtain each permit for construction.

1. City of Miramar - DRC and Engineering
2. Broward County - ROW
3. Broward County Environmental Resources – FDEP Water Extension
4. South Broward Drainage District
5. South Florida WMD – Well Permit Minor Modification

#### **TASK E - CONSTRUCTION DOCUMENTS (100%)**

CPH will finalize 100% Construction Documents and Project Specifications based on comments received from the permitting agencies and City comments after the 90% review meeting. CPH will coordinate with the City on any revisions to complete the 100% Construction Documents and prepare the project for bidding. If the agency comments or the City comments are not standard and require a redesign CPH may request an EWA (Extra Work Approval). CPH will prepare and submit to the City the final Opinion of Probable Construction Cost based on the 100% Construction Documents.

#### **TASK F – BID PHASE SERVICES**

CPH will attend one pre-bid meeting at the City’s request to answer any immediate questions from potential bidders.

CPH will respond to all Requests for Information (RFI) from bidders and issue up to two bid addendums at the request of the City.

**ITEMS NOT INCLUDED IN THE SCOPE**

- Application/Permitting Fees are the City’s responsibilities.
- Wetland Delineation
- Stormwater Infrastructure Design
- Major Underground Utility Relocations (Power/Cable/Communications)
- All other items not specifically described in this proposal scope.
- Evaluation of substituted or alternate materials proposed by the contractor.

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or EWA (Extra Work Approval), at the City’s request, which contains the scope of services, fee, and schedule required to complete the additional work item.

**COMPENSATION:**

The services performed under this Agreement shall be compensated on a Lump Sum, Not-to-Exceed (NTE) basis. The total compensation to CPH shall not exceed the amount specified in Exhibit A, which includes all labor, overhead, subconsultant costs, and any expenses required to complete the scope of work described herein.

No additional reimbursement shall be made for travel, printing, delivery, permitting coordination, or other incidental expenses. All such costs are considered included within the fixed not-to-exceed fee.

Progress payments shall be made monthly, based on the percentage of work completed per task, as approved by the City’s Project Manager. CPH shall submit monthly invoices accompanied by a progress summary outlining the work performed during the billing period.


No compensation beyond the not-to-exceed amount shall be authorized without prior written approval from the City in the form of a formal amendment to this Agreement. Any services

requested by the City that fall outside the defined scope of work shall be treated as Additional Services and require written authorization from the City prior to commencement.

**Exhibit A**

<b>TASKS</b>	<b>Lump Sum Fee (USD)</b>
<b>TASK A – DUE DILEGENCE</b>	<b>\$15,545.00</b>
Task A.1 Due Diligence & Data Collection	\$4,750.00
Task A.2 Geotechnical Investigation (Allowance)	\$4,000.00
Task A.3 Topographic Survey	\$9,655.00
<b>TASK B – SCHEMATIC DESIGN (30%)</b>	<b>\$9,480.00</b>
<b>TASK C – CONSTRUCTION DOCUMENTS (90%)</b>	<b>\$30,970.00</b>
<b>TASK D – PERMITTING</b>	<b>\$5,210.00</b>
<b>TASK E – CONSTRUCTION DOCUMENTS (100%)</b>	<b>\$11,900.00</b>
<b>TASK F – BID PHASE SERVICES</b>	<b>\$1,300.00</b>
<b>TOTAL NOT-TO-EXCEED FEE</b>	<b>\$74,405.00</b>

**CPH CONSULTING LLC. AUTHORIZATION**

By:   
 \_\_\_\_\_  
 Kyle Bechtelheimer, PE  
 Municipal Market Director – South Florida

Date: 1/29/2026