

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

Meeting Date: October 13, 2021

Presenter's Name and Title: Eric Francois, Senior Project Manager, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Ronnie S. Navarro, Assistant Director of Utilities

Temp. Reso. Number: 7499

Item Description: Temp Reso. No. 7499, APPROVING AND AUTHORIZING AN EXECUTION OF AMENDMENT NO. 2 WITH CHEN MOORE & ASSOCIATES, INC. (CMA) AND RELATED EXPENDITURE IN AN AMOUNT NOT-TO-EXCEED \$337,770.00 FOR THE COUNTRY CLUB RANCHES WATERMAIN PHASE 1 ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES AND PHASE 2 - DESIGN SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT. (Director of Utilities Roy Virgin and Procurement Director Alicia Ayum).

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: [Click or tap here to enter text.](#)

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 \$ 337,770 is available in Utilities, CIP Account Nos. 414-55-809-533-000-606502-52076 (\$234,730), entitled "CIP- Plans/Design/Engineering" and 414-55-809-533-000-606510-52076 (\$103,040), entitled "CIP- Construction".

Content:

- Agenda Item Memo from the City Manager to City Commission
- Exhibit A – Amendment 2 Additional Engineering Services
- Resolution TR7499
- Attachment(s)
 - Attachment 1 – Original Contract
 - Attachment 2 - Original Scope of Services under Amendment 2
 - Attachment 3 – Vendor's Proposal



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: ^{For} Vernon E. Hargray, City Manager *[Signature]*

BY: Roy L. Virgin, Ph.D., Director of Utilities

DATE: October 7, 2021

RE: Temp. Reso. No. 7499 Country Club Ranches Watermain Phase 1 additional construction management services and Phase 2-design services

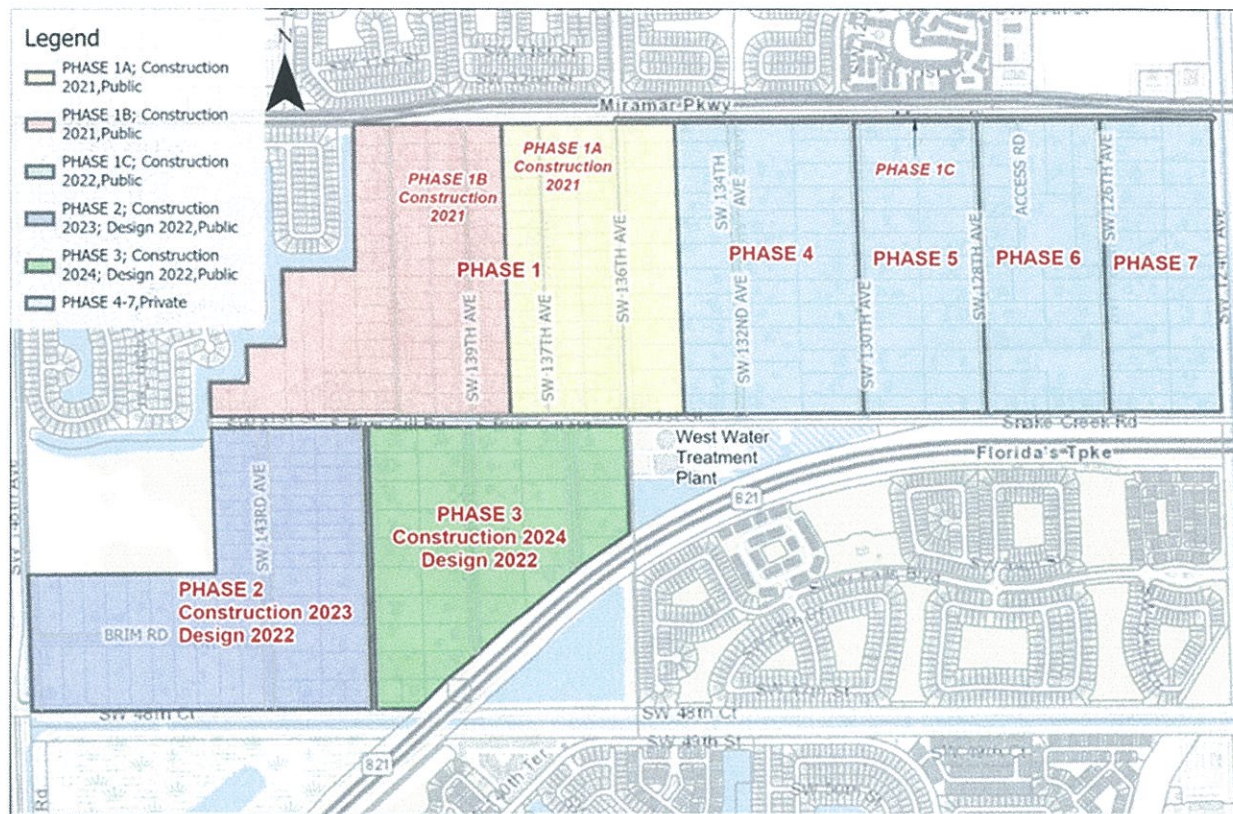
RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7499, approving and authorizing the execution of Amendment No. 2 to the original agreement with Chen Moore & Associates, Inc. (the "Engineer"), for additional professional engineering services for Country Club Ranches Watermain Project: Phase 1 Construction Management Services, and Phase 2 Design and Construction Management Services.

ISSUE: The scope for Amendment No. 2 includes two major tasks: Phase 1 Additional Construction Management Services and Phase 2 Professional Design Services.

Item	Approved by	Date	Amount
Original Agreement	City Commission	2/20/2019	\$ 300,000
Amendment 1	City Manager	10/21/2020	\$ 60,000
Amendment 2			\$ 337,770
Total Contract Amount including this Amendment			\$ 697,770

BACKGROUND: The Engineer was awarded the Country Club Ranches Watermain Project on February 20, 2019. With the adoption of Resolution No. 6907, City Commission approved the award of Request for Qualification No. 19-10-03 (the "RFQ"), entitled "Country Club Ranches Water Distribution System Improvement Project."

Due to the large size of the project, encompassing over 700 acres, the proposed watermain improvements were subdivided into multiple phases (please see Figure 1) in an effort for the City to fund the design and construction costs over a period of time, budget permitting.



Phase 1 consists of approximately 21,000 linear feet of watermain. This project due to its size was further subdivided into three Subphases (1A, 1B, and 1C). Phase 1 was designed and permitted in 2020 and is currently under construction. Phase 2 includes approximately 14,000 linear feet of watermain and is planned to begin design in FY 2022, followed by construction in FY 2023.

Our current agreement with CMA is only for a limited construction management service for subphase 1A. Now that construction for Subphases 1B and 1C is very imminent, the Utilities Department requires continued construction management services for both Subphases 1B and 1C. Additionally, Phase 2 is targeted for construction in FY 2023, staff requests that CMA starts working on the design for Phase 2 since it would take between six to nine months to produce the construction plans and about two to three months to secure permits.

On June 18, 2021, the Engineer submitted the scope of work for additional construction engineering services for Phase 1 and the design services and regulatory permitting of Phase 2. The Utilities Department reviewed the proposal and conducted negotiations with CMA for a total amount not-to-exceed \$337,770.

DISCUSSION: Funding of \$ 337,770 is available in Utilities, CIP Account Nos. 414-55-809-533-000-606502-52076 (\$234,730), entitled "CIP- Plans/Design/Engineering" and 414-55-809-533-000-606510-52076 (\$103,040), entitled "CIP- Construction".

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10/01/21
10/05/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AMENDMENT NO. 2 TO CHEN MOORE & ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES OF PHASE 1 AND PROFESSIONAL DESIGN SERVICES OF PHASE 2, COUNTRY CLUB RANCHES WATERMAIN, IN THE AMOUNT NOT-TO-EXCEED \$337,770; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CHEN MOORE & ASSOCIATES, INC., (“CMA”), is a corporation that is authorized to conduct business in the State of Florida, with its principal place of business is 500 West Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33009; and

WHEREAS, on February 20, 2019, by the adoption of 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”); 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 (see Exhibit A) was \$300,000.00; and

WHEREAS, due to the large size of the project, encompassing over 700 acres, the proposed watermain improvements were subdivided into multiple phases in an effort for the City fund the design and construction costs over a period of time; and

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WHEREAS, Phase 1 consisting of about 21,000 linear feet of watermain was further subdivided into three subphases (1A, 1B, and 1C); 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; and

WHEREAS, with the ongoing construction of phases 1A & 1B and pending construction of Phase 1C 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, Phase 2 has been committed for construction in FY 2023; and

WHEREAS, this Department is desirous to start working on the design for Phase 2 in earnest since it would take between six to nine months to produce the construction plans and about two to three months to secure permits; 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, as Amendment No. 2; and

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WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the construction management and design services of CMA to meet public expectations and commitments.

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 CMA was selected subject to the terms of the continuing consulting services agreement (Resolution No. 15-198 – Architectural and Engineering Consulting Services Library, approved on September 2, 2015).

Section 3: On February 20, 2019, by the adoption of 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” in the amount of \$300,000.00.

Section 4: On October 21, 2020, the City received a proposal for Construction Engineering Services for Phase 1A with certain exclusion in the amount of \$60,000.00, as a change order and herein referred to as Amendment No. 1.

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Section 5: On June 18, 2021, CMA submitted the cost proposal to include additional construction management services for Phase 1 and the design services for Phase 2 in the amount not to exceed \$337,770, as Amendment No. 2.

Section 6: That it approves Amendment No. 2., attached hereto as Exhibit "A".

Section 7: That the City Manager is authorized to execute the proposed Amendment No. 2, in an amount not to exceed \$337,770, in the form attached hereto as Exhibit "A", together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 8: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

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Section 9: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

CONTRACT AMENDMENT No. 2

TO

**ARCHITECTURAL/ENGINEERING SERVICE AGREEMENT
FOR
COUNTRY CLUB RANCHES WATERMAIN PHASE 1**

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 _____, 2021, 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;

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;

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;

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);

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);

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;

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;

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the construction management and design services of CMA in an amount not-to-exceed \$337,770, as Amendment No. 2 (see Attachment 3);

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 and design services for Phases 1 and 2 is \$337,770. The Proposal of Scope of Services for the "Additional Engineering 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: _____
Vernon E. Hargray
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 _____2018, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of officer), _____ (title), of AECOM , 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:

AGREEMENT



**AGREEMENT BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
CHEN MOORE AND ASSOCIATES
FOR COUNTRY CLUB RANCHES WATER MAIN PROJECT
(Engineering Design and Construction
Engineering and Inspection Services)**

THIS AGREEMENT (the "Agreement") is entered into and dated February 20, 2019, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Chen Moore and Associates (the "Architect" or "Consultant"), a Florida corporation whose address is 500 West Cypress Creek Road, Suite 630 Fort Lauderdale, FL 33309.

WITNESSETH:

WHEREAS, on November 7, 2018, the City issued Request for Qualification No. 19-10-03 (the "RFQ") for Country Club Ranches Water Main Project located within the Country Club Ranches subdivision, which is generally bounded by Miramar Parkway (north), Flamingo Road (east), Florida Turnpike/Homestead Extension & SW 48th Court (south), and SW 148th Avenue (west) (the "Work", "Project" or "Services"); and

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

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

WHEREAS, on February 20, 2019, the Miramar City Commission awarded the RFQ to Consultant; and

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

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

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

ARTICLE 1
SCOPE OF SERVICES

1.1 Consultant shall provide consulting services including, and not limited to, planning, engineering reporting, engineering design, technical specifications, contract preparation, permitting, construction management, startup, and all other necessary engineering services for a complete delivery of the projects in full conformance with applicable law, regulatory rules, regulations and permitting requirements, pursuant to the Scope of Services set forth in the attached Exhibit "A," Consultant's Proposal.

Location address: The project site is located within the Country Club Ranches subdivision. It is generally bounded by Miramar Parkway (north), Flamingo Road (east), Florida Turnpike/Homestead Extension & SW 48th Court (south), and SW 148th Avenue (west).

ARTICLE 2
CONSULTANT AND CITY'S RELATIONSHIP

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

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

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

2.3 The Consultant acknowledges and agrees that the City is relying on these

representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 3

TERM

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

ARTICLE 4

CONSULTANT'S RESPONSIBILITIES

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

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

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

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

4.5 Consultant is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Consultant, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule, attached as Exhibit "B."

ARTICLE 5

CITY'S RESPONSIBILITIES/COMPENSATION

5.1 In exchange for the Services to be performed by Consultant, outlined herein and in Exhibit "A" for this Agreement, the City agrees to compensate the Consultant pursuant to the Scope of Services in the amount of \$300,000.00.

5.2 Compensation shall be invoiced by Consultant and paid by the City as follows: Consultant shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Consultant during the previous billing period shall be due and payable as of the date

of the invoice, and shall be paid by the City no later than the 30th Day after the date of invoice, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

ARTICLE 6

INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

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

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

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

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

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

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

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

6.4 The Consultant acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total

negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Consultant, as consideration for the indemnification given by the Consultant to the City.

ARTICLE 7 **TERMINATION**

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

7.2 TERMINATION - For Cause - This Agreement may be terminated by either party upon 5 calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Architect abandons this Agreement or causes it to be terminated by City, Architect shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 7.1 and the provisions of Article 7.1 shall apply.

ARTICLE 8 **DEFAULT**

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

- a. Architect has not performed Services on a timely basis as set forth in the Project Schedule attached as, Exhibit "B";
- b. Architect has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Architect has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- d. Architect has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver;

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

8.2 In the event Architect fails to comply with the provisions of this Agreement, City may declare Architect in default, notify Architect in writing, and give Architect 15 calendar Days to cure the default. If Architect fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Architect shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 7 above, and its right for damages under Article 8.3.

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

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

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

ARTICLE 9

DELIVERY OF MATERIALS

9.1 Upon receipt of notice of termination under Articles 7 or 8 above, Architect shall immediately deliver to City all Materials held or used by Architect in connection with the Services except those Materials, if any, owned by Architect or supplied by Architect at Architect's own cost. If, at the time of termination further sums are due Architect, Architect shall not be entitled to sums until all Materials required to be

delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

9.2 Upon receipt of notice of termination for any reason, Architect shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Architect to perform. Architect shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 10

OWNERSHIP OF DOCUMENTS

10.1 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.

10.2 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.

ARTICLE 11

ASSIGNMENT

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

ARTICLE 12

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

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

ARTICLE 13

AUDIT AND INSPECTION RIGHTS

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

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

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

ARTICLE 14 **SURVIVAL OF PROVISIONS**

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

ARTICLE 15 **PUBLIC RECORDS**

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

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

15.1.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

15.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

15.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the

Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

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

15.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

ARTICLE 16

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

ARTICLE 17

INSURANCE

17.1 Consultant shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and

all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:
\$1,000,000 each occurrence, \$2,000,000 general aggregate;
- Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

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

ARTICLE 18

INDEPENDENT CONTRACTOR

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

ARTICLE 19

NONDISCRIMINATION

ARTICLE 23
WAIVER

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

ARTICLE 24
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 25
NOTICES

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

TO CONSULTANT:

ATTN: Jennifer Smith, P.E.
Chen Moore & Associates
500 West Cypress Creek Rd.
Suite 630
Ft. Lauderdale, FL 33309
Telephone: 954-730-0707
Fax: 954-730-2030

TO THE CITY OF MIRAMAR:

ATTN: Vernon E. Hargray, Interim City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025

Telephone: (954) 602-3115
Fax: (954) 602-3672

WITH A COPY TO:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Fax: (954) 764-7770

ARTICLE 26
LIMITATION OF LIABILITY

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

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

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

ARTICLE 27
NON-SOLICITATION

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

ARTICLE 28
THIRD PARTY BENEFICIARY

It is specifically agreed between the City and Consultant executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in

the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 29

WARRANTY AND GUARANTEE

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

ARTICLE 30

VENUE AND JURISDICTION

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

ARTICLE 31

HEADINGS AND INTERPRETATION

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

ARTICLE 32

SEVERABILITY

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

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

ARTICLE 33 **SCRUTINIZED COMPANIES**

33.1 Consultant 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.

33.2 If this Agreement is for more than one million dollars, the Consultant 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 Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, 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.

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

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

ARTICLE 34 **ENTIRE AGREEMENT**

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

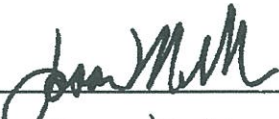
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

1066
By: 
City Manager
Vernon E. Hargray


This 8 day of April, 2019.

CONTRACTOR:

By:  R.V.
Jason McClair

Date: 02/15/19

ATTEST:


Denise A. Gibbs, City Clerk

Corporate Seal

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


City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

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



Attachment 2 - Amendment No. 1

June 29, 2020

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

**Subject: Country Club Ranches Watermain Phase 1A - Construction Engineering Services
Additional Services Request**

Dear Mr. Navarro:

Chen Moore and Associates (CMA) is pleased to submit the attached scope of work for construction engineering services of Phase 1A of the Country Club Ranches Watermain Project. CMA will provide bidding and construction inspection and administration services throughout the construction of the phase 1A watermain project.

Originally purchase order 191505 was issued for a total of \$300,000 on May 13th 2019 which including the engineering design services for phase 1A, 1B and 1C. This scope of services will require an additional purchase order in the amount of \$60,000 for CMA to perform Construction Engineering Services for phase 1A.

PROJECT INTRODUCTION

Within this scope, the City has requested CMA to provide construction engineering services for the phase 1A watermain improvements. The Country Club Ranches Neighborhood is bound Miramar Parkway to the north, Flamingo Road to the east, Florida Turnpike and SW 48th Court to the south and SW 148th Avenue to the west. The Country Club Ranches community contains 364 lots, primarily residential, currently served by private wells and septic tanks. Phase 1 of the neighborhood bounded by SW 141st Avenue to the west, Miramar Parkway to the north, Blue Gill Road to the south and SW 136th Avenue to the east. This phase will include approximately 16,000 linear feet of proposed watermain.

Construction of Phase 1 Watermain Improvements will be divided into two separate phases, phase 1A and phase 1B, as displayed in the attached map. Each phase will be bid and constructed separately. Included in the enclosed scope of services, CMA will provide bidding and construction engineering services for the recommended watermain improvements within Phase 1A according to the scope of services outlined within the following sections.

SCOPE OF SERVICES

Task 12: Phase 1A Construction Engineering Services

Task 12.1 Bidding Assistance

CMA will assist the City with the preparation of the bid advertisement and bid documents. CMA will attend the Pre-Bid Meeting and will answer all questions and clarifications from potential bidders that are technical in nature. CMA will respond to all written questions requesting clarification of the technical documents for this project. CMA will review the final bid results and make a recommendation for bid award. 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. CMA shall complete this task according to the schedule defined by the City for the bidding process. All work under this task will be billed on a hourly not to exceed basis.

Task 12.2 Public Coordination

CMA will attend up to four public workshops and/or meetings together with City staff to coordinate construction progress with neighborhood residents and other stakeholders. The City will be responsible for any coordination necessary to schedule the public workshop at a City facility. City will be responsible for all resident mailers and notifications throughout construction. The fees for this task will be paid on an hourly not to exceed basis.

Task 12.3 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 12.4 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 a hourly not to exceed basis.

Task 12.5 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 a hourly not to exceed basis.

Task 12.6 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 208 total hours, estimated to 8 hours per week times 26 weeks for the project. The fees for this task will be paid on an hourly not to exceed basis.

SCOPE ASSUMPTIONS

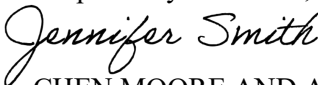
- City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City Building Permit. CMA will only be responsible for any revisions to the design plans required by the City Building Department.
- City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- 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.

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 **\$60,000** which are summarized for each task within the table below:

Task	Task Description	Hourly NTE Fees
12	Phase 1A: Construction Engineering Services	\$60,000
	Total:	\$60,000

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1030 or on my cell phone at (954) 818-5804 or send me an electronic message at jsmith@chenmoore.com

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Jennifer Smith, P.E.
Senior Engineer

**City of Miramar
Country Club Ranches
Construction Engineering Services Fee Proposal**

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (\$)	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER / DESIGNER	SENIOR TECHNICIAN	TECHNICIAN	CONSTRUCTION SPECIALIST	ENGINEERING INTERN	TOTAL HOURS	TOTAL COST
7.0	Phase 1A Construction Engineering Services												
7.1	Bidding Assistance				10		8		4	8		30	\$3,790
7.2	Public Coordination			10	16		8			16		50	\$7,540
7.3	Shop Drawing Review				8							8	\$1,560
7.4	Construction Meeting Attendance				40					40		80	\$11,600
7.5	Respond to Request for Information			10	30		20			20		80	\$11,850
7.6	Construction Inspection				20					208		228	\$23,660
	TOTAL - TASK 7												\$60,000
	SUBTOTAL HOURS		0	20	124	0	36	0	4	292		476	
	TOTAL FEE ESTIMATE												\$60,000
	Hourly Rates		\$330.00	\$210.00	\$195.00	\$165.00	\$100.00	\$90.00	\$80.00	\$95.00	\$50.00		



**City of Miramar
Country Club Ranches
Phase 1 Limits**



0 250 500
Feet

1 inch = 500 feet



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



September 20, 2021

Attachment 3 - Amendment No. 2

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

**Subject: Country Club Ranches Watermain
Additional Services Request
Phase 1 Construction Management Additional Services
Phase 2 Design Services**

Dear Mr. Navarro:

Chen Moore and Associates (CMA) is pleased to submit the attached scope of work for construction engineering services of Phases 1B and 1C and detailed design and regulatory permitting of Phase 2 of the Country Club Ranches Watermain Project.

PROJECT INTRODUCTION

Within this scope, the City has requested CMA to provide construction engineering services for phase 1B and 1C watermain improvements. The Country Club Ranches Neighborhood is bound Miramar Parkway to the north, Flamingo Road to the east, Florida Turnpike and SW 48th Court to the south and SW 148th Avenue to the west. The Country Club Ranches community contains 351 lots, primarily residential, currently served by private wells and septic tanks.

Construction of Phase 1 Watermain Improvements will be divided into three separate phases, phase 1A, phase 1B and phase 1C, as displayed in the attached map. Phase 1B of the neighborhood bounded by SW 141st Avenue to the west, Miramar Parkway to the north, Blue Gill Road to the south and SW 137th Avenue to the east. Phase 1B will include approximately 11,000 linear feet of proposed watermain. Phase 1C of the project runs along Old Miramar Parkway bounded by SW 136th Avenue to the west and Flamingo Road to the east. This watermain phases will include approximately 5,200 linear feet of proposed watermain.

Phase 2 of the neighborhood is bounded by SW 148th Avenue to the west, Bass Creek Road to the south, Blue Gill Road to the north, and SW 141st Avenue to the east. Phase 2 will include approximately 14,000 linear feet of proposed watermain. The proposed Phase 2 boundaries are displayed in the attached map. Within this scope, the City has requested CMA to provide engineering services for the watermain improvements outlined in the Country Club Ranches Draft Feasibility Report.

Included in the enclosed scope of services, CMA will provide construction engineering services for the recommended watermain improvements within Phase 1B and Phase 1C, in addition to detailed design and regulatory permitting for the recommended watermain improvements within Phase 2 according to the scope of services outlined within the following sections.

SCOPE OF SERVICES

Task 1: Phase 1 Additional Construction Engineering Services

Task 1.1 Public Coordination

CMA will attend up to four public workshops and/or meetings together with City staff to coordinate construction progress with neighborhood residents and other stakeholders. The City will be responsible for any coordination necessary to schedule the public workshop at a City facility. City will be responsible for all resident mailers and notifications throughout construction. Work for this task will include phase 1B and 1C. The fees for this task will be paid on an 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. Work for this task will include phase 1B and 1C. All work under this task will be billed on a 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. Work for this task will include phase 1B and 1C. All work under this task will be billed on a 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. Work for this task will include phase 1B and 1C. 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. Work for this task will include phase 1A, 1B and 1C. 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 CAD drawing files based on the as-built drawings for the proposed 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. Work for this task will include phase 1A, 1B and 1C. All work under this task will be billed on a hourly not to exceed basis.

Task 2: Phase 2 Design Services

Task 2.1 Site Investigation

Task 2.1a Topographic Survey

CMA will retain Stoner Associates Inc, a licensed surveyor to complete the topographic survey of the project area, excluding the route of the existing survey previously provided by the City, including Bass Creek Road. The surveyor will be responsible for providing the topographic survey of the project limits in PDF and CAD formats along with any signed and sealed surveys required during the permitting process. All work under this task will be billed on a lump sum basis. Topographic Survey shall be completed within 60 calendar days from the issuance of the Notice to Proceed by the City.

Task 2.1b Geotechnical Investigation

CMA has retained Nutting Engineers of Florida Inc. to conduct a geotechnical investigation of the subsurface soils within the project area. The geotechnical investigation will include SPT soil borings in general accordance with ASTM D-1586 specifications to verify the soil conditions and soil bearing capacity. This task includes the completion of five (2) Standard Penetration Test (SPT) soil borings to a depth of eight (8) feet, five (2) SPT's to a depth of 30 feet in areas of canal crossings that may require Horizontal Directional Drilling (HDD), and up to 5 asphalt cores to measure the existing roadway thickness throughout the neighborhood. The proposed locations of the ten (4) SPTs will be recommended by CMA and will need the City's review and concurrence before proceeding. All work under this task will be billed on a lump sum basis. This task shall be completed within 30 calendar days from the Notice to Proceed for design phase.

Task 2.1c Document Research/Review

CMA will review all available topographic surveys, atlases, design drawings, and/or record drawings for the existing utilities within the Phase 2 project area to determine the configuration of existing conditions. CMA will also review all plat maps for the Phase 2 project area to confirm the presence of any utility easements. CMA shall contact the Sunshine State One Call Service to determine the existing utilities which are located in the Phase 2 project area. As necessary, CMA will coordinate directly with all utility providers with existing infrastructure within the Phase 2 project area. CMA shall meet with South Broward Drainage District to collect all available information on the existing drainage network within the Phase 2 project area. The approximate location of all existing underground utilities will be incorporated into the design plans based on any available drawings. All work under this task will be billed on a lump sum basis. CMA shall complete this task within 60 calendar days from the Notice to Proceed for design phase.

Task 2.1d Project Site Visits

CMA shall perform necessary site visits to the Phase 2 project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CMA shall walk the entire site within the Phase 2 project area and obtain photographs of all potential obstructions and encroachments that may impact the proposed improvements. CMA will conduct site visits to confirm the accuracy of the topographic survey and to identify any potential impacts on the proposed improvements. As necessary, CMA shall conduct site visits throughout the design process to confirm and inspect the existing conditions from the issuance of Notice to Proceed by the City until the completion of the 100% Design Submittal. All work under this task will be billed on a lump sum basis.

Task 2.2 60% Design Submittal

CMA will prepare and submit 60% design project documents for the project area to the City for review, comment and/or approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these 60% design drawings, which will consist of the following sheets: cover, index, general notes, existing condition plans, watermain plans (plan view only, profile view to be included in following submittal), restoration plans, and standard detail drawings.
- Cost Estimate – CMA will provide a cost estimate of the probable construction costs which will reflect the proposed work included within the 60% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 60% Design Submittal. CMA will attend meetings with the City staff to discuss any review comments on the 60% Design Submittal. Any review comments from the City on the 60% submittal are expected to be provided to CMA in a timely manner. CMA shall submit 60% design plans to the City for review within 90 calendar days from the completion of Task 1 – Site Investigation.

Task 2.3 90% Design Submittal

CMA will prepare and submit 90% design project documents for the project area to the City for review, comment and/or approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these 90% design drawings, which will consist of the following sheets: cover, index, general notes, existing condition plans, watermain plans (plan and profile view), restoration plans and standard detail drawings.
- Technical Specifications – CMA will prepare technical specifications for the proposed work included within the 90% Design Submittal.
- Cost Estimate – CMA will update the cost estimate of the probable construction costs which will reflect the proposed work included within the 90% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 90% Design Submittal. CMA will attend meetings with the City staff to discuss any review comments on the 90% Design Submittal. CMA shall submit 90% design plans to the City for review within 45 calendar days from the receipt of City review comments on the 60% submittal.

Task 2.4 Regulatory Permitting

CMA shall secure the relevant construction permits required for the proposed watermain improvements within the project area, this includes, but not limited, to permit application packages to Florida Department of Environmental Protection for the watermain improvements, South Broward Drainage District (SBDD) for canal and culvert crossings, and South Florida Water Management District and Broward County for right of way permits. If necessary, CMA shall also submit tree removal permit application packages to Broward County Environmental Protection and Growth Management for any existing trees to be removed during construction. SBDD requires utility owners and developers to enter into an agreement whenever utilities encroach into their right-of-way. CMA will coordinate SBDD and assist the City for the preparation and approval of the Utility Agreement. CMA shall also submit the design plans to the City Building Department for a “dry run” review of the proposed watermain improvements. All work under this task will be billed on a lump sum basis.

Task 2.5 100% Design Submittal

CMA will prepare and submit 100% design documents to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these final design drawings, which will consist of the existing condition and demolition plans, watermain plans (plan and profile), restoration plans to include pavement markings and signage plans and standard detail drawings.
- Technical Specifications – CMA will prepare final technical specifications of the proposed work defined within the 100% Design Submittal.
- Cost Estimate – CMA will prepare a final cost estimate of the probable construction costs, which will reflect the proposed work defined within the 100% Design Submittal.
- Bid Schedule – CMA will prepare a final bid schedule, which will include all line items for the proposed work defined within the 100% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 100% Design Submittal. CMA will attend up to one meeting with the City staff to discuss any permitting review comments in order to prepare 100% design. CMA shall submit 100% design plans to the City for incorporation into the bidding documents within 60 calendar days from the receipt of all permit approvals.

Task 3: Reimbursable Expenses

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

Task 4: Engineering Assistance Allowance (As-Needed)

Additional services as requested by the City outside of the items defined within scope above, including but not limited to additional engineering services, geotechnical services, environmental services, permitting and construction services. All work under this task will be billed on a hourly not to exceed basis.

DELIVERABLES

CMA will provide the following deliverables at each submittal:

Design Plans:

- 4 half size sets (11"x17") at each submittal, except for 100% final drawing submittal
- 4 full size sets at 1:20 scale (22" x34"), sign and sealed, for 100% final drawing submittal
- 1 digital copy (CAD format) at each submittal
- 1 digital copy (PDF format) at each submittal

Technical Specifications:

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

SCOPE ASSUMPTIONS

- City will provide all available as-built drawings, atlas maps, and other plans for any city-owned utilities or facilities within the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.
- City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City Building Permit. CMA will only be responsible for any revisions to the design plans required by the City Building Department.
- City 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.
- City will reimburse CMA for any document reproduction costs for all submittals to City and to regulatory agencies, beyond the number of copies stipulated in the deliverables.
- Additional 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.

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 tasks 1-3 of this scope is \$287,770. The City may elect to select additional services for \$50,000. Each task is summarized within the table below:

Task	Task Description	Fee
1	Phase 1: Additional Construction Engineering Services	\$98,040
2	Phase 2: Design Services	\$183,730
3	Reimbursable Expenses	\$6,000
	Subtotal	\$287,770
4	Engineering Assistance Allowance (As-Needed)	\$50,000
	Total:	\$337,770

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1030 or on my cell phone at (954) 818-5804 or send me an electronic message at jsmith@chenmoore.com

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Jennifer Smith, P.E.
Senior Engineer

City of Miramar
Country Club Ranches
Phase 1 Addiitonal Construction Engineering Services Phase 2 Design Engineering Services
Fee Proposal

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (\$)	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER / DESIGNER	SENIOR TECHNICIAN	TECHNICIAN	CONSTRUCTION SPECIALIST	ENGINEERING INTERN	TOTAL HOURS	TOTAL COST
1.0	Phase 1 Additional Construction Engineering Services												
1.1	Public Coordination			10	16		8			16		50	\$7,540
1.2	Construction Meeting Attendance				40					40		80	\$11,600
1.3	Respond to Request for Information			20	60		40			40		160	\$23,700
1.4	Construction Inspection				40					300		340	\$36,300
1.5	Asbuilt Review; Prepare Record Drawings				24				60			84	\$9,480
1.6	Certification and Contract Close out				20		40			16		76	\$9,420
	TOTAL - TASK 1											580	\$98,040
2.0	Phase 2 Design Services												
2.1	Site Investigation Task												
2.1a	Topographic Survey	\$ 27,000.00		2	6			32	44			84	\$34,990
2.1b	Geotechnical Investigation	\$ 3,010.00		2	6							8	\$4,600
2.1c	Document Research/Review			2	20		20		44		20	106	\$10,840
2.1d	Project Site Visits			12	20		15					47	\$7,920
2.2	60% Design Submittal Task		3	30	54		160	20	200	10	20	497	\$53,570
2.3	90% Design Submittal Task		3	16	32		140	10	160	10	20	391	\$40,240
2.4	Regulatory Permitting Task			5	12		54		44		20	135	\$13,310
2.5	100% Design Submittal Task		2	10	20		54		65		20	171	\$18,260
	TOTAL - TASK 2												\$183,730
3.0	Reimbursable Expenses	\$ 6,000.00											\$6,000
	TOTAL - TASK 3												\$6,000
4.0	Engineering Assistance Allowance (As-Needed)	\$ 50,000.00											\$50,000
	TOTAL - TASK 4												\$50,000
	SUBTOTAL HOURS		8	109	370	0	531	62	617	432	100		
	TOTAL FEE ESTIMATE												\$337,770
	Hourly Rates		\$330.00	\$210.00	\$195.00	\$165.00	\$100.00	\$90.00	\$80.00	\$95.00	\$50.00		

