

**CITY OF FORT LAUDERDALE  
DESIGN CRITERIA PACKAGE FOR  
17TH STREET CAUSEWAY – LARGE WATER MAIN REPLACEMENT  
AGREEMENT**

THIS DESIGN CRITERIA PACKAGE FOR 17<sup>TH</sup> STREET CAUSEWAY – LARGE WATER MAIN REPLACEMENT AGREEMENT (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and Chen Moore and Associates, Inc., a Florida corporation (“Consultant”) (“Party” or collectively “Parties”)

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, at its meeting of September 6, 2022, authorized the proper officials by motion to execute an Agreement between Consultant and City authorizing the performance of services in connection with the 17<sup>th</sup> Street Causeway – Large Water Main Replacement – Request for Qualification No. 12622-926, Project No. P11465, in an amount not to exceed \$427,868 (“Original Agreement”); and

WHEREAS, the Notice to Proceed for Design issued on January 9, 2023, identified that all Work shall be completed by July 10, 2023, however, due to timing of funding, additional coordination, reviewing and design modifications requested by the City, updates to the Design Criteria Package are needed; and

WHEREAS, the Agreement expired on July 10, 2023; and

WHEREAS, the City and Consultant are desirous of completing the Project;

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as to the following:

- 1.1 The recitations set forth above are true and correct and are incorporated herein. Initial capitalized terms or other such terms used herein shall have the same meaning given such terms in the Original Agreement, unless otherwise defined herein or unless the context otherwise indicates.
- 1.2 The Original Agreement and all terms and conditions of the Original Agreement except as modified herein, are incorporated into and made part of this Agreement and are attached hereto as “Exhibit A.”
- 1.3 This Agreement will be retroactive to July 10, 2023.
- 1.4 The Contract Time as defined in the Original Agreement shall be understood to also include the period of time from the termination of the Original Agreement to the time of execution of this Agreement.

- 1.5 Article 6 Time for Performance, Paragraph 6.1, is hereby deleted and replaced with "CONSULTANT recognizes that **TIME IS OF THE ESSENCE**. Task Order #1 shall be completed within 70 calendar days of the Notice to Proceed. Task Order #2 shall be completed within 925 calendar days from the effective date of the Notice to Proceed."
- 1.6 Article 6 Time for Performance, Paragraph 6.2, is hereby deleted and replaced with "The Agreement will remain in force for Chen Moore and Associates, Inc. to perform Bidding Services and Limited Post Design Services; the performance period for those tasks will be determined based on bid dates and the construction award period."
- 1.7 The original scope included preparation of a design criteria package for the replacement of approximately 6,400 linear feet of 10-inch and 12-inch watermain located on 17<sup>th</sup> Street Causeway and Cordova Boulevard. CONSULTANT prepared thirty percent (30%) design plans and specifications describing all major systems, elements, details, components, materials, equipment, and information necessary for a design/build contractor to develop and finalize the design and construction of the project. After completion and submittal of the Design Criteria Package, the Project was placed on hold by the CITY. An additional scope of work, attached hereto as "Exhibit B," to eliminate an existing 16-inch watermain and update the existing utility information in the Project, as requested by the City.
- 1.8 Due to the additional scope of work and additional Consultant fees, Section 7.1 the not to exceed compensation for performance of all services is increased by Thirty-Nine Thousand Five Hundred Twenty-Nine Dollars and Seventy-Five Cents (\$39,529.75) to **Four Hundred Sixty-Seven Thousand Three Hundred Ninety-Seven Dollars and Seventy-Five Cents (\$467,397.75)**.
- 1.9 Section 1 of the original Notice to Proceed is hereby amended as follows: "This is your Notice to Proceed with Work under Design Agreement Number 12622-926. This Notice to Proceed is effective January 9, 2023, and all Work shall be completed by July 22, 2025."
- 1.10 The City's Project Manager is Jose Colmenares, whose address is 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301, telephone number: (954) 828-6998 and email address: [Jcolmenares@fortlauderdale.gov](mailto:Jcolmenares@fortlauderdale.gov).
- 1.11 Anti-Human Trafficking  
As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.
- 1.12 Foreign Countries Of Concern  
As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the

Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY**

**CITY OF FORT LAUDERDALE**, a Florida  
municipal corporation

By: \_\_\_\_\_  
SUSAN GRANT  
Acting City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
RHONDA MONTTOYA HASAN  
Senior Assistant City Attorney

**CONTRACTOR**

WITNESSES:

**CHEN MOORE AND ASSOCIATES, INC.,**  
a Florida corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
PETER M. MOORE  
President

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

\_\_\_\_\_  
Signature

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

ATTEST:

(CORPORATE SEAL)

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

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by **Peter M. Moore**, as **President**, for **Chen Moore and Associates, Inc.**, a Florida corporation.

[SEAL]

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_