

**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 7<sup>th</sup> day of February, 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

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: 2/7/2005

ATTEST:

By:   
DAVID R. SOLOMAN  
City Clerk



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

By:   
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**CONTRACTOR**

WITNESSES:



Signature

David E. Castro Felin

Print Name



Signature

Mariah Green

Print Name

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

By: 

PETER M. MOORE  
President

ATTEST:

(CORPORATE SEAL)



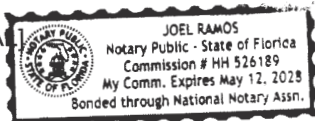
Print Name: Safiya Brea

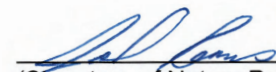
Title: Secretary

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30<sup>th</sup> day of January, 2025, by **Peter M. Moore**, as **President**, for **Chen Moore and Associates, Inc.**, a Florida corporation.

[SEAL]





(Signature of Notary Public - State of Florida)

Joel Ramos

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

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



## ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 01/13/2025

The undersigned, on behalf of Chen Moore and Associates

(Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida (State corporation is registered) Corporation (Type of entity: profit or non-profit),  
("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

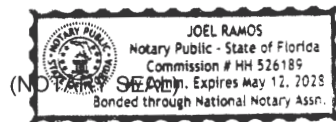
1. My name is Peter M. Moore.  
(Print complete name of corporate officer/authorized representative)
2. I am an ☒ officer or ☐ authorized representative (Select one) of the Nongovernmental Entity. My title is: President.  
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: \_\_\_\_\_

Office Address: 500 West Cypress Creek Road #600 FTL 33309Email Address: pmoore@chenmoore.comMain Phone Number: 954-730-0707 FEIN No.: 59-2739866STATE OF FloridaCOUNTY OF Broward

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online  
notarization, this 30th day of January, 2025, by Peter Moore.  
(Print name of corporate officer/representative)

(Signature of Notary Public – State of Florida)Joel RamosPrint, Type or Stamp Commissioned Name of  
Notary Public)Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_



**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Peter M. Moore Title: President Entity: Chen Moore and Associates

Signature: [Signature] Date: 1/30/2025

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30<sup>th</sup> day of January, 2025 by Peter M. Moore, as

President for Chen Moore and Associates

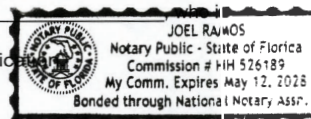
personally known to me or who has produced \_\_\_\_\_ as identified

Notary Public Signature: [Signature]

(Notary Seal)

Print Name: Joel Ramos

My commission expires: May 12, 2028





## DOCUMENT ROUTING FORM

Rev: 6 | Revision Date: 10/01/2024

12

## CITY MANAGER AND MAYOR'S REVIEW AND/OR SIGNATURE COVERSHEET

## 1) ORIGINATING OFFICE:

Routing Start Date: 2/5/2025

☒ Agenda Item ☐ Non-Agenda Item

Document Title: RETROACTIVE AGREEMENT - Design Criteria Package for the 17th Street Causeway Large Watermain Replacement - Chen Moore and Associates, Inc. - 743-Day Extension and \$39,529.75 - (Commission District 4)

Commission Mtg. Date: 2/4/2025

CAM #: 25-0090

Item #: CM-10

Routing Origin: Finance Department - Procurement Division

CAM attached: ☒ Yes ☐ No

Router Name: Shamori Aldridge

Ext: 6238

Action Summary attached: ☒ Yes ☐ NoCIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

## 2) CITY ATTORNEY'S OFFICE (CAO):

Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No

Number of originals attached: 1

Approved as to Form: ☒ Yes ☐ No

Attorney's Name: Rhonda Montoya Hasar

Initials: [Signature]

Continue Routing To: FIN (if applicable) Date:

and then to CCO Date: 2/6/25

## 3) CITY CLERK'S OFFICE (CCO):

# of originals: 1

Routed to: WAY

Date: 02/07/25

## 4) CITY MANAGER'S OFFICE: CMO LOG #: FEB 27 Document received from: CCO 2/7/25

ASSIGNED TO: ☐ SUSAN GRANT, ACTING CITY MGR. ☐ ANTHONY FAJARD, ASST. CITY MGR.ACTING ASST. CITY MANAGERS.: ☐ BEN ROGERS, ☐ CHRIS COOPER ☐ LAURA REECEACTING CRA EXECUTIVE DIRECTOR ☐ APPROVED FOR CITY MANAGER'S SIGNATURE ☐

CITY MANAGER TO SIGN PER ACM OR AcACM (Initial):

☐ A. FAJARDO ☐ B. ROGERS ☐ C. COOPER ☐ L. REECE ☐ PENDING APPROVAL (See comments)

Comments/Questions:

Forward originals to CCO for continuous routing to Mayor

Date to CCO: 2/7/25

## 5) MAYOR/CRA CHAIRMAN: Please sign as indicated and forward the originals to the City Clerk's Office

for a final processing and review of attestation and/or seal, if applicable.

Date to CCO:

## 6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: Fin-Procurement

\*Name: Shamori Aldridge

Ext 6238

\*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: Attach certified Resolution # ☐ Yes ☐ No Original form route to CAO

JMH/25-0051

Returned  
2/6/25  
amir