

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

Munson Design and Consulting, Inc.



**CONTINUING CONTRACT FOR SURVEYING & MAPPING
SERVICES FOR VARIOUS CITY PROJECTS E-21-20**

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made on _____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," and MUNSON DESIGN AND CONSULTING, INC., a Florida corporation, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-21-20 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Michelle L. Munson.

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – TERM

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations as negotiated.

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Work Authorization basis. Each work authorization shall specifically identify the scope of the work to be performed and the fees for said services. As set forth in RLI No. E-21-20, professional services under this contract will be restricted to those required for any project for which construction costs will not exceed four million dollars (\$4,000,000.00), and for any study activity fees shall not exceed five hundred thousand dollars (\$500,000.00).

C. Fee Determination. Each individual Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Work Authorization shall not exceed specified amounts for all services and materials including “out of pocket” expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City’s Representative in writing when 90% of the “not to exceed amount” for the total Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City’s obligation to pay Consultant, but does not include a limitation upon Consultant’s duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City’s Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City’s Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. In addition to detailed invoices, upon request of the City’s representative, Consultant shall provide City with detailed periodic Status Reports on the project. All invoice payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for work performed within forty five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City’s notice of the disputed amount

In the event City has a claim against Consultant for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 3, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, and/or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice. In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

City shall have the right to terminate this Contract, in whole or in part, for convenience, cause, default or negligence on Consultant's part, upon ten (10) business days advance written notice to Consultant. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Consultant's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's

written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 3 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Contract may be extended until said Work is completed and accepted by City.

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the degree exercised by consultants performing the same or similar services in the same location at the time the services are provided.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the

expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

A. Consultant shall at all times indemnify, hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant hereunder shall constitute specific consideration to Consultant for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

C. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, 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.

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 the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$75,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Munson Design and Consulting, Inc.
PO Box 771058
Coral Springs, FL 33077

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

ARTICLE 28 – PROMOTING PROJECT OBJECTIVES

Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the projects. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

ARTICLE 29 – PUBLIC ENTITY CRIMES ACT

As of the full execution of this Contract, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the Convicted Vendors List during the term of this Contract, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Article 26 above.

ARTICLE 30 – GOVERNING LAW

This Contract must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 31 - BINDING EFFECT

The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CITY”

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONSULTANT"

MUNSON DESIGN & CONSULTING, INC.

Witnesses:

[Signature]
Signature

Scott Stiepleman
Name Typed, Printed or Stamped

[Signature]
Signature

Kierra F
Name Type, Printed or Stamped

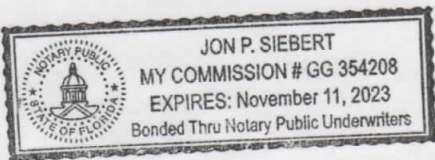
By: [Signature]
Michelle L. Munson, President

By: [Signature]
Shane LH Munson, Vice President

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 29th day of March, 2021, by Michelle L. Munson as President of MUNSON DESIGN & CONSULTING, INC. a Florida corporation, on behalf of the corporation. They are personally known to me or who has produced Florida Driver License (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Jon P. Siebert
(Name of Acknowledger Typed, Printed or Stamped)

GG 354208
Commission Number



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-21-20**

**CONTINUING CONTRACT FOR PROFESSIONAL
SURVEYING AND MAPPING SERVICES**

**RLI OPENING: August 3, 2020 2:00 P.M.
VIRTUAL ZOOM MEETING**

July 2, 2020

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
E-21-20

CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach and the Pompano Beach Community Redevelopment Association (CRA) invite professional firms to submit qualifications and experience for consideration to provide professional surveying and mapping services to the City and the CRA on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), August 3, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

Introduction

The City of Pompano Beach is seeking qualified engineering firms to work on various projects for City and the CRA. The projects range in magnitude from small-scale to large or specialized designs.

The types of projects to be undertaken may include, but are not limited to:

- The City's approved Capital Improvement Plan (CIP) maybe found here: [Adopted Capital Improvement Plan FY 2020-2024](#)
- Roadway, Streetscape or Parking Lot projects.
- Water or Reuse Main projects.
- Gravity Sewer Main projects.
- Force Main projects.
- Lift station/pump station rehabilitation projects.
- Parks and Recreational Facilities.
- Seawall and dock construction and repair.
- Storm Water/Drainage Improvement projects
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.
- Canal and lake dredging.
- Grant reimbursement, FAA and FDOT support and compliance.

- SRF support and Davis Bacon Wage Reporting requirements
- Support Services for Remediation
- Demolition Projects

Scope of Services

The City intends to issue multiple contracts to architectural firms to provide continuing professional services to the City and the CRA for various projects as-needed. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$4 million, and for any study activity for which fees will not exceed \$500,000.00.

The scope of services may include, but is not limited to, the following:

- Provide General Surveying Services
- Prepare GIS Related Surveying Services
- Collect Various GIS Data from relative Surveys and Field Visits
- Provide Signed Sealed Surveys and Reports Relative to Scope of Work

Firms must have previous municipal experience and must be licensed to practice **Professional Surveying** in the State of Florida, Florida State **Statute 472**, by the Board of Professional Regulation.

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the awarded firm to be provided to the City or the CRA. Forms shall be completed in its entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Consultant will be required to provide all applicable insurance requirements.

A. Term of Contract

The Term of this Contract shall be for an initial period of five (5) years from the date of execution by both the City and the Consultant.

B. Project Web Requirements:

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all consultants selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Consultant and Sub-Consultants.** No additional software will be required.

Lead Consultant and Sub-Consultants shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. , These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

C. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR.** POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR.** BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees

within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

Please note that, while no goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

D. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this solicitation. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right

to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

Reviewed and Audited Financial Statements:

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition. Must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

E. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance.

(a) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage

XX **premises - operations**

bodily injury and property damage

— **explosion & collapse**

hazard

— underground hazard

XX products/completed

bodily injury and property damage combined

operations hazard

XX contractual insurance

bodily injury and property damage combined

XX broad form property damage

bodily injury and property damage combined

XX independent contractors

personal injury

XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate.
 Bodily injury (each person) bodily injury (each accident),
 Property damage, bodily injury and property damage
 combined.

XX comprehensive form
 XX owned
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(c) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

___ Network Security / Privacy Liability
 ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
 ___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
 ___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

3. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (a) Certificates of Insurance evidencing the required coverage;
- (b) Names and addresses of companies providing coverage;
- (c) Effective and expiration dates of policies; and

(d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

F. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-15
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff:	0-15

- (1) Number of licensed staff
 (2) Education of staff
 (3) Experience of staff on similar projects
- 3 Proximity of the nearest office to the project location: 0-15
 a. Location
 b. Number of staff at the nearest office
- 4 Current and Projected Workload 0-15
 Rating is to reflect the workload (both current and projected) of the firm, staff assigned, and the percentage availability of the staff member assigned. Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points
- 5 Demonstrated Prior Ability to Complete Project on Time 0-15
 Respondents will be evaluated on information provided regarding the firm's experience in the successful completion and steadfast conformance to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.
- 6 Demonstrated Prior Ability to Complete Project on Budget 0-15
 Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.
- 7 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) 0-10

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

G. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

H. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized

representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

I. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City's custodian of public records, 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;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
5. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this Solicitation shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, 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;
 - iii. 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

V. Questions and Communication

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

X. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

_____, _____
(number) (Title)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the solicitation. I have read the solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

PROJECT TEAM

SOLICITATION NUMBER _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
Landscaping	_____	_____
Engineering	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____
Other Key Member	_____	_____

(use attachments if necessary)

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Local Business Subcontractors (21) \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
-----------------------------------------------------	----------------------------------------------------	------------	-----------

Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(es) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

Solicitation # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

July 2, 2020

ADDENDUM #1, RLI E-21-20

**Continuing Contracts for Professional Surveying and Mapping
Services**

To Whom It May Concern,

The revised solicitation document, with corrected deadline, has been added to the attachments tab of the City's eBid system.

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for acceptance of proposals in the eBid system is **2:00 p.m. (local), August 3, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

August 3, 2020

ADDENDUM #2, RLI E-21-20

**Continuing Contracts for Professional Surveying and Mapping
Services**

To Whom It May Concern,

The revised solicitation document, with the inclusion of services to the Community Redevelopment Agency (CRA), has been added to the attachments tab of the City's eBid system.

Addendum #2 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for acceptance of proposals in the eBid system is **2:00 p.m. (local), August 3, 2020.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number: E-21-20 Addendum 2
Title: Continuing Contracts for Professional Surveying and Mapping Services
Type: Request for Letters of Interest
Issue Date: 7/2/2020
Question Deadline: 7/27/2020 05:00 PM (ET)
Response Deadline: 8/3/2020 02:00 PM (ET)
Notes: Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional firms to submit qualifications and experience for consideration to provide professional surveying and mapping services to the City on a continuing as-needed basis.

The City will receive sealed proposals until **2:00 p.m. (local), August 3, 2020.** Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

Published Questions

Question	In the RFP there is a Contractor Performance Report form (3 pages) that we aren't sure how to fill out. There are no instructions that we've seen. Is this to be sent out to past clients for references prior to the proposal being submitted? Also, the following form - Local Business Subcontractor Utilization - refers to project amounts, amount paid, invoice number, and total paid to date - is this form meant to be returned with the proposal?
Answer	Do not include the Contractor Performance Report or the Local Business Utilization Report in your proposal. Their inclusion in the solicitation is the City's notice to the would-be selected firms that their compliance will be tracked.
Asked	7/21/2020 08:26 AM (ET)

Question	Is there any indication of a need for a geotechnical consultant for this contract?
Answer	This RLI is requesting information on Professional Surveying and Mapping Services . Please note the City is advertising individual RLI's for Professional Civil Engineering, CEI, Landscape Architectural Services, and Professional Environmental testing. Firms may submit specialty subconsultants on the project team form. During the preparation of a Task Order, the City may choose to use a professional firm with an active City contract to perform subconsultant work, proposed by the prime firm.
Asked	7/13/2020 03:16 PM (ET)

Question	Page 3 of the RFQ states that "Firms must have previous municipal experience and must be licensed to practice Civil Engineering services in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation", however this solicitation is for Surveying and Mapping services. Please clarify.
Answer	In Addendum - 2, The following paragraph has replaced said section: Firms must have previous municipal experience and must be licensed to practice Professional Surveying in the State of Florida, Florida State Statute 472, by the Board of Professional Regulation.
Asked	7/2/2020 07:34 PM (ET)

Question	Can you provide clarification on the due date? The cover letter says RLI opening 8/2. The body of the RFQ says 7/30 and the ebid system says it's due 8/2. Thank you!
Answer	The deadline was corrected in Addendum - 1
Asked	7/2/2020 05:04 PM (ET)

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
RLI# E-21-20**

**CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND
MAPPING SERVICES**

AUGUST 3, 2020



Munson Design and Consulting, Inc.
Dennis Gabriel, Professional Surveyor and Mapper No. 5709
Shane Munson, Principal and Professional Engineer No. 54719
P.O. Box 771058 Coral Springs, Florida 33071
Phone Number: 954-340-5291 Email: shane@mdcengineers.com
Web Site: mdcengineers.com



*From Concept to Reality
Providing Engineered Solutions*

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Canal Point Park - 2005 for the City of Pompano Beach

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August 3, 2020

City of Pompano Beach
1190 NE 3rd Avenue, Building C
Pompano Beach, Fl. 33060

Re: Letter of Interest; RLI# E-21-20
Continuing Contract for Professional Surveying and Mapping Services

To Whom It May Concern:

This Letter of Interest (RLI) is in response to your recent advertisement for professional services to provide Surveying Services for Various City Projects within the City of Pompano Beach.

Munson Design and Consulting, Inc. (MDC), is a small but aggressive engineering and surveying firm specializing in Land Development Engineering. MDC's home office is located in Parkland Florida and was incorporated in 1999 by Shane Munson, P.E. Personnel at MDC process the desire, expertise and creativity to handle the simplest of small projects to the largest of the complex situations. MDC's has two survey personnel who can act as field crews. MDC's owns a great number of new age surveying equipment ranging from a new scanner to new survey drone to all of the multi-station equipment plus all of the recent software and hardware to produce the office work.

MDC is a company comprised of engineers and surveyors. Shane Munson, P.E., will serve as the Project Manager and engineer responsible for each project. Dennis Gabriele, PSM, is the surveyor responsible for all surveying aspects of each project. From the field collection of data to the AutoCAD drafting, Mr. Munson and Mr. Gabriele will produce and oversee the entire project providing 'check list' reviews to ensure the proper quality control and quality assurance.

MDC is a full-service engineering and surveying firm with vast experience in surveying from As Built/Record Drawings Surveys, Boundary Surveys, Construction layout Surveys, Construction Control Surveys, Elevation/Topographic Surveys, Control Surveys, Hydrographic Surveys and Photogrammetric Surveys. From the surveying to conceptual design to construction drawings and site inspections, MDC also has the practical field experience to manage the construction process and ensure the quality of work performed by the contractors. MDC has compiled a comprehensive check list of inspection items that contractors are mandated to use as a reference when calling for inspections. Strict guidelines are used when observing and accepting construction work and as-built record drawings.

MDC has an extensive track record and experience in working with local and state governments. It is imperative that there is total communication and understanding between all parties involved to ensure that a project's schedule and budget is maintained. Our firm takes great pride in the effort put forth developing an effective

working relationship with the City of Pompano Beach Engineering Department and Public Works staff while working on various City projects within Pompano Beach that range from retrofitting existing drainage systems at City buildings or along City streets to designing soccer fields. While we are not large in size, our track record with the City proves that our firm is contentious of the timelines involved with each project while also being able to immediately address any unforeseen conditions that often occur with engineering projects.

Our firm's "hands-on" small-nature approach will enable us to work directly with City staff promptly, quickly and effectively to ensure that all practical concerns and technical issues will be properly addressed while maintaining the project's budget. Our past experience with the City has demonstrated that we are more than qualified to provide the City with the same quality of professional services of a large firm **but** with small firm qualities that includes:

- Personal, one-on-one relationship with MDC staff.
- Quick, prompt responses.
- Meeting or exceeding deadlines; and
- Cost effective measures to save the City taxpayer dollars.

The MDC Team appreciates your consideration for these services and looks forward to working with the City on future projects associated with this RLI.

RESPONSIBLE FIRM

FEI No. 65-0988505
Munson Design and Consulting, Inc.
P.O. Box 771058
Coral Springs, Florida 33071
Phone Number: 954-340-5291
Email: shane@mdcengineers.com

CONTACT PERSON

Shane Munson, and Professional Engineer No. 54719
Mobile Number: (305) 606-6858

Sincerely,
Munson Design and Consulting, Inc.

Shane Munson

Shane Munson, P.E.
President/Owner

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TECHNICAL APPROACH

MDC is a company comprised of engineers and surveyors. Shane Munson, P.E., will serve as the Project Manager and engineer responsible for each project. Dennis Gabriele, PSM, is the surveyor in responsible charge, responsible for all surveying aspects of each project. From the field collection of data to the AutoCAD drafting, Mr. Munson and Mr. Gabriele will produce and oversee the entire project providing 'check list' reviews to ensure the proper quality control and quality assurance. MDC's owns a great number of new age surveying equipment ranging from the Leica Aibot Drone for aerial mapping to the Leica Nova MS60 MultiStation, 3D Laser Scanner, Total Station, etc.

Munson Design and Consulting, Inc (MDC) technical approach for each project starts with conversation and dialogue with the City in order to understand the issues at hand and the desired goals. The approach leads to a bubble up approach where the scheduling of services is started without being told to do so. The survey is always started early and produced so that existing utility as-builts can be laid out. If needed, utilities can also be investigated, and soft dig services conducted. MDC will prepare a complete and technically sound and practically useful survey that can be used for permitting or complement a set of construction drawings. The more technically sound the survey/design, the less comments will be received and therefore save time in obtaining the permits.

RESPONSIBLE OFFICE LOCATION

Dennis Gabriel, PSM

Shane Munson, PE

Munson Design and Consulting, Inc.

P.O. Box 771058

Coral Springs, Florida 33071

Phone Number: 954-340-5291

E-mail: shane@mdcengineers.com

Web Site: mdcengineers.com

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SCHEDULE

Munson Design and Consulting, Inc (MDC) technical approach for each project starts with conversation and dialogue with the City in order to understand the issues at hand and the desired goals. The approach leads to a bubble up approach where the scheduling of services is started without being told to do so. The survey is always started early and produced so that existing utility as-builts can be laid out. MDC will prepare a sound and practical survey that can be used for permitting or complement a set of construction drawings. The more technically sound the design, the less comments will be received and therefore save time in obtaining the permits.

The COVID-19 environment has proved challenging on current City projects, but even with restrictions and limited meetings and “face time”, MDC has even been able to outpace the City. While the City was more or less closed in March and April and May of 2020, MDC maintained an aggressive schedule and continued with survey and design as long as possible. MDC continued to meet and coordinate with sub-contractors and eventually meet City personnel during the height of the first phase of the virus and continued to pursue solutions.

RESPONSIBLE OFFICE LOCATION

Dennis Gabriel, PSM

Shane Munson, PE

Munson Design and Consulting, Inc.

P.O. Box 771058

Coral Springs, Florida 33071

Phone Number: 954-340-5291

E-mail: shane@mdcengineers.com

Web Site: mdcengineers.com

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701 Southwest 71st Avenue, North Lauderdale, Florida 33068-2395
954-724-7070 • Fax 954-720-2064 • www.nlauderdale.org

MAYOR
Jack Brady

VICE MAYOR
David G. Hilton

COMMISSIONER
Lorenzo Woods

COMMISSIONER
Jerry Grazioplene

COMMISSIONER
Rich Moyle

CITY MANAGER
Ambreen Bhatti

CITY ATTORNEY
Samuel S. Goren

CITY CLERK
Patricia Vancheri

November 23, 2016

RE: City of North Lauderdale RFQ # 16-06-361

To Whom It May Concern:

The City of North Lauderdale is in receipt of the Request for Qualification (RFQ) document, submitted by your company, in response to RFQ # 16-06-361. This letter serves as notification that your company has been approved by City Commission on October 25, 2016, per City Resolution # 16-10-6329, to be included in our pool of consultants for professional engineering services requested by the City.

Please acknowledge receipt of this letter below and return it by email to sgrant@nlauderdale.org at your earliest convenience. This signed letter is for record purposes only and does not commit your firm to providing professional engineering services to the City. If your firm is selected to provide such services, a letter will be sent under separate cover by a representative from the City's Public Works/Utilities Department.

Should you have any questions or concerns, please do not hesitate to contact Shani Grant at (954) 724-7070 or sgrant@nlauderdale.org.

Sincerely,

George Krawczyk, P.E., C.F.M.
Public Works/Utilities Director
City of North Lauderdale

Authorized Representative (signature):

Name and Title: Shane Munson, President

Company: MUNSON DESIGN & CONSULTING, INC

Date: 11/23/2016

FEATURED PROJECTS

Boundary Survey

Project Name: Jaycee Park

Client Name: City of North Lauderdale

Address and Location: 8161 SW 11th Street in the City of North Lauderdale, FL

Project Description: MDC provided the City of North Lauderdale a Boundary Survey along with a sketch and legal description as well as a Site Plan for a new City bathroom building.

Scope: MDC surveyors provided a Boundary Survey with topographic information along with all improvements

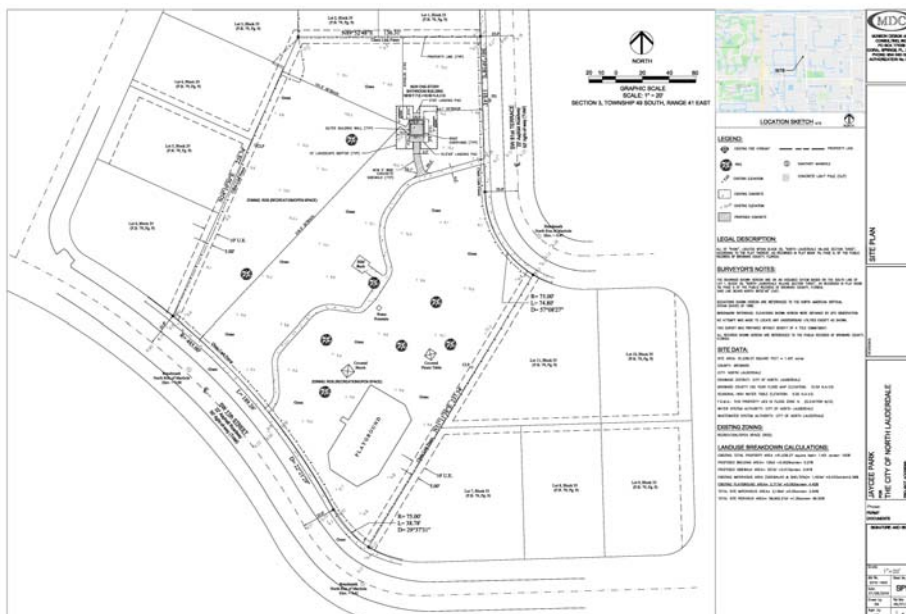
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$4,900

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: George Krawczyk, Public Works Director



Land Development, Civil-Site and Drainage Systems

Project Name: NE 1st Street Drainage Improvements

Entity Name: City of Pompano Beach

Address and Location: NE 1st Street Corridor from NE 26th Avenue to NE 28th Avenue in Pompano Beach, FL

Project Description: MDC provided the roadway surveys for this project which involved the design of a drainage system for NE 1st Street corridor that has little to no existing drainage.

Scope: MDC provided a roadway survey and designed a new drainage system for NE 1st Street Corridor . In order to design the drainage improvements, MDC performed a Specific Purpose Topographic Survey from south ROW to north ROW of the entire NE 1st Street corridor providing full topographic information and a reference benchmark in the NGVD 1929 Datum.

Key Personnel: Shane Munson, PE and Dennis Gabriele, PSM

Initial Contract Amount: \$25,000

Number of Change Orders: N/A

Final Cost of Entire Project: \$125,000

Contact Person: Alessandra Delfico, PE – City of Engineer, (954) 786-4144, Alessandra.Delfico@copbfl.com



Existing drainage issues along NE 1st Street

Road Right-of-Way Survey for NE 3rd and 4th Streets

Project Name: N.E. 3rd and 4th Streets Drainage Improvements Survey and Design

Entity Name: City of Pompano Beach

Address and Location: In the vicinity of Harbor Village Drive and NE 3rd & 4th Streets

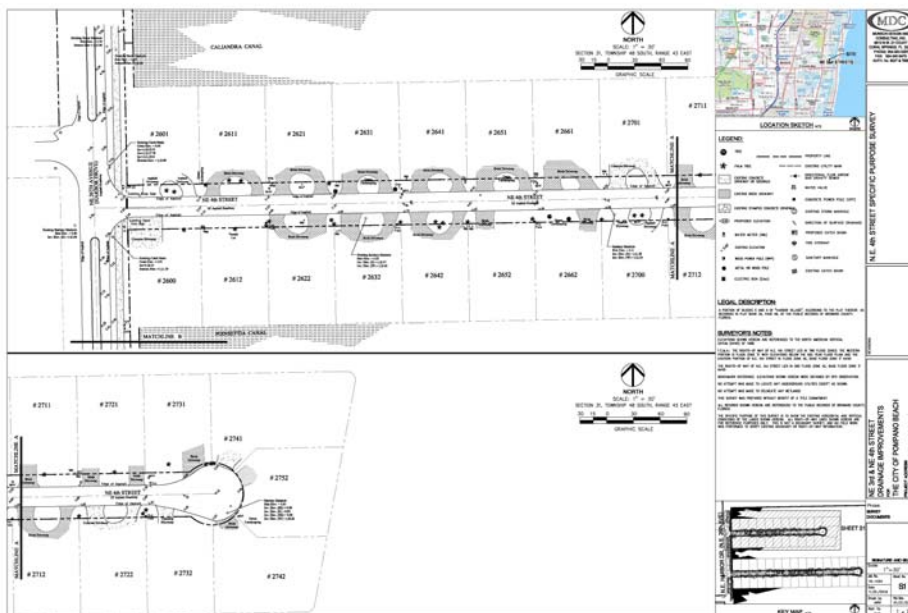
Project Description: MDC provided the City of Pompano Beach a Rights-of-Way topographic Survey for the purposes of a retrofitted drainage design for these two streets for a City C.I.P.

Key Personnel: Tammy Good, PMP

Initial Contract Amount: \$90,000

Final Cost of Entire Project: TBD

Contact Person: Tammy Good, Project Manager



Specific Purpose and Topographic Survey

Project Name: Valero Gas Station Specific Purpose Survey

Entity Name: City of North Lauderdale

Address and Location: In the vicinity of SW 81st Avenue and Tam O’shanter Blvd.

Project Description: MDC provided the City of Pompano Beach a Specific Purpose Survey along for the City to use for some Capital Improvements Project to the City sidewalk and street and gas station entrance.

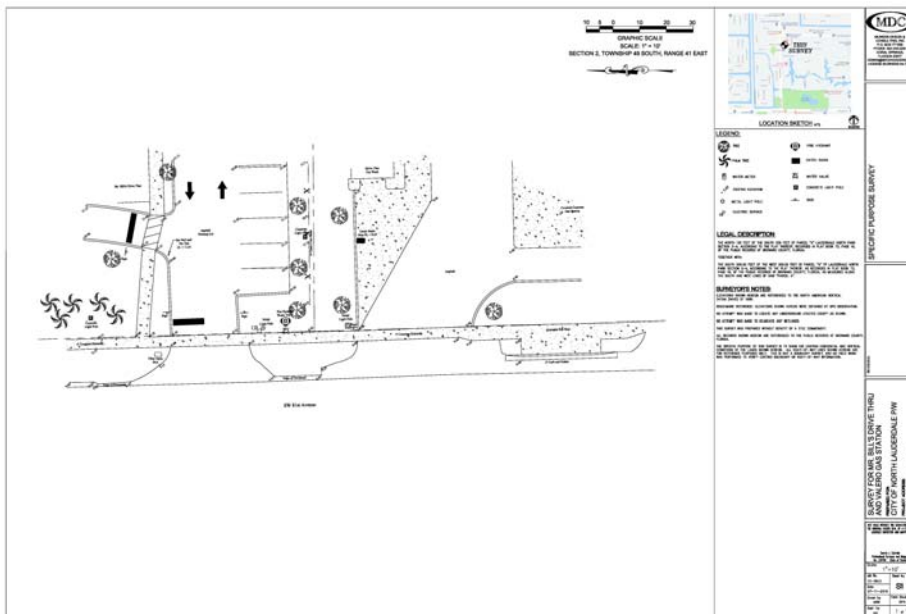
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$1,300

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: George Krawczyk, Public Works Director



Specific Purpose and Topographic Survey

Project Name: Horizon Club Specific Purpose Survey

Entity Name: Five Star Senior Living

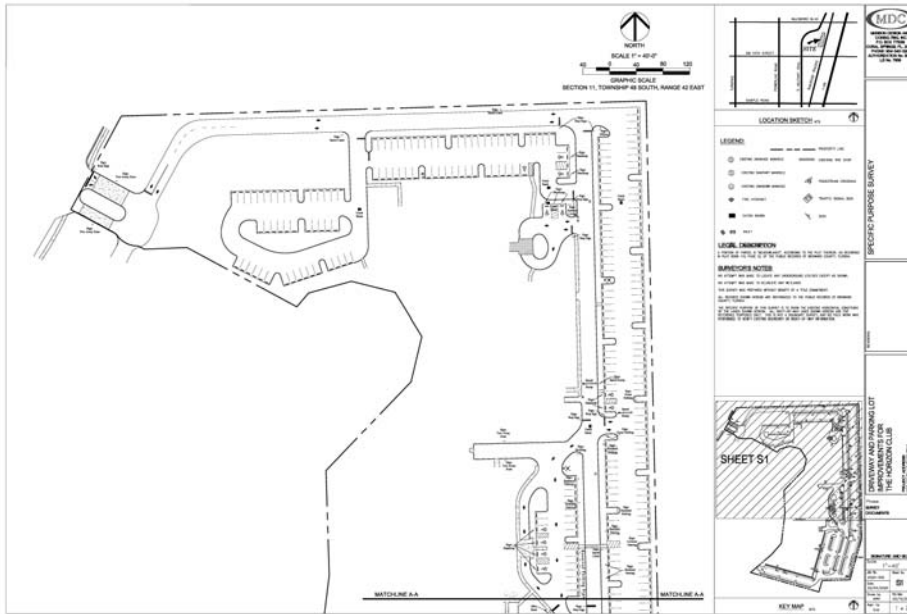
Address and Location: 1208 South Military Trail, Deerfield Beach

Project Description: MDC provided the owner of the Horizon Club Senior Living with a Specific Purpose Survey of the entire complex.

Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$9,900

Contact Person: Hank Fyock, Five Star Senior Living



Specific Purpose and Topographic Survey

Project Name: Specific Purpose Surveys for City Welcome Signs on Various Streets

Entity Name: City of North Lauderdale

Address and Location: Five different City Streets

Project Description: MDC provided the City of North Lauderdale a Specific Purpose Survey for a portion of each of the five (5) City street's rights-of-way as well as a site plan design for each sign for the City C.I.P. project.

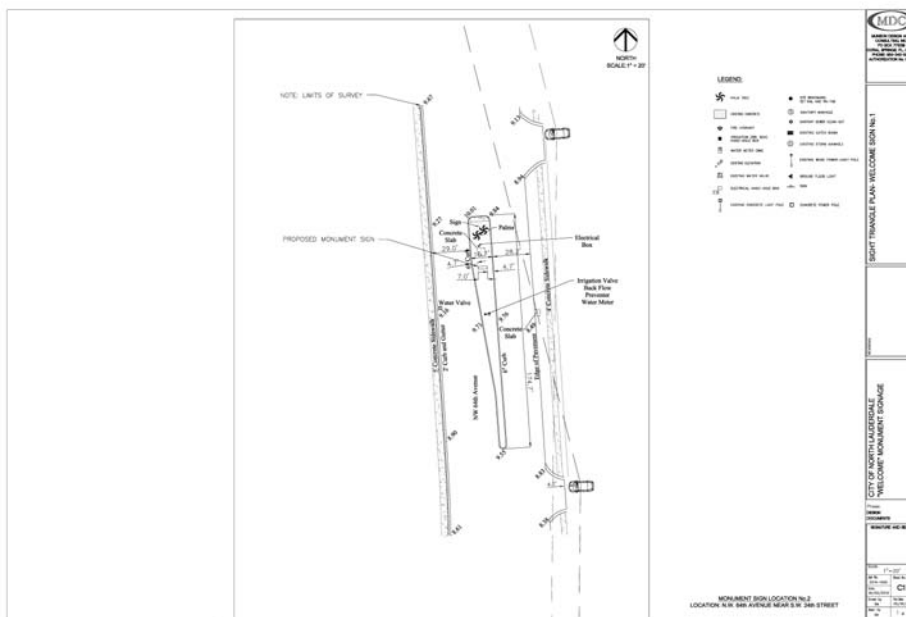
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$10,200

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: George Krawczyk, Public Works Director



Right-of-Way and Topographic Survey

Project Name: Glades Road Right-of-Way Survey

Owner Name: Investments Limited

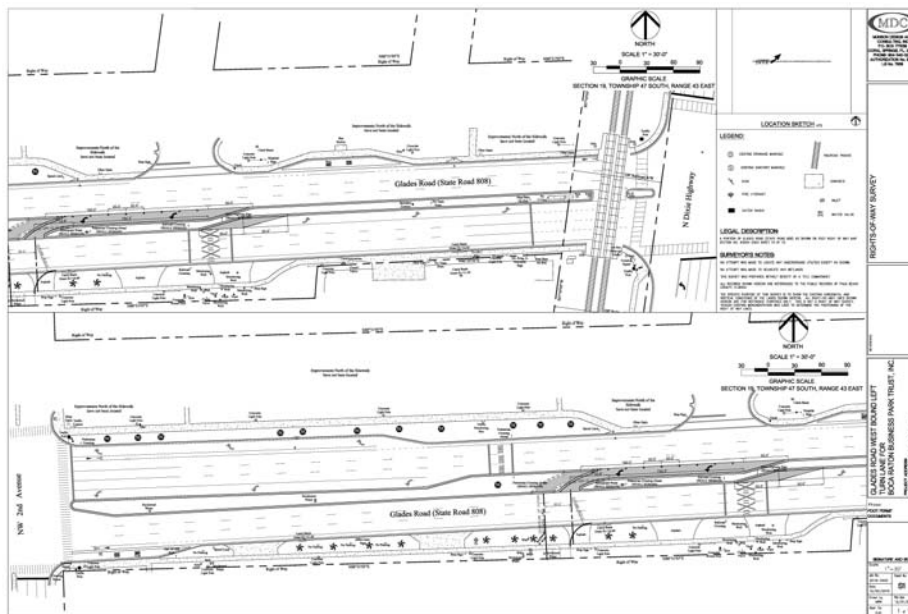
Address and Location: Glades Road between NE 2nd Avenue and Dixie Highway, Boca Raton

Project Description: MDC provided the owner with a roadway survey for the redevelopment of the adjacent shopping center and a turn lane on Glades Road.

Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$30,000

Contact Person: Bob Eisen, Investments Limited



Land Development, Civil-Site and Drainage Systems

Project Name: City of Coconut Creek Public Works Building

Entity Name: City of Coconut Creek

Address and Location: 4800 West Copans Road, Coconut Creek, FL 33063

Project Description: This project involved the demolition of an existing public works building to construct a new state of the art LEED certified Public Works and Staff Building. This facility is FEMA approved and will function as the City of Coconut Creek's Emergency Command Center.

Scope: MDC designed the wastewater system and potable water systems. Our firm also designed the site paving, grading and drainage plans along with the site signing and marking plans. MDC applied for and received permits from SFWMD, Broward County and FDEP for the sanitary sewer system, Broward County Health Department and FDEP for the water system along with permitting within the City of Coconut Creek that included DRC, P&Z, and the Engineering and Building Departments.

Key Personnel: Shane Munson, PE

Initial Contract Amount: \$30,000

Number of Change Orders: N/A

Final Cost of Entire Project: \$8 Million

Contact Person: Brian Rosen, Project Supervisor, (954)545-6614



Surveying and Utility Locates

Project Name: Florida Power and Light (FPL) Survey Services

Entity Name: Florida Power and Light

Address and Location: Locations throughout tri-county area: Broward, Palm Beach and Miami-Dade Counties

Project Description: This project is an on-going 3-year continuing services contract for construction stake-out of distribution power system.

Scope: MDC surveyors provide construction stake-out services for new poles and surveys for FPL distribution lines within the tri-county area. Additionally, our firm provides miscellaneous survey services for FPL design jobs such as easement sketches and descriptions, specific purpose surveys, canal cross sections and ROW surveys.

Key Personnel: Dennis Gabriele, PSM and Shane Munson, PE

Initial Contract Amount: Depends upon work order assigned. This contract was initiated in April of 2014. To date, MDC has completed and submitted over 76 work orders without issue. 3.5-year contract.

Contact Person: Brian McDermott (954) 658-2026



Surveying FPL distribution lines

Boundary Survey

Project Name: Boys and Girls Club Boundary Survey

Entity Name: City of Pompano Beach

Address and Location: Pompano Beach, FL

Project Description: MDC provided the City of Pompano Beach a Boundary Survey along with a sketch and legal description of the lease boundary between the Boys and Girls Club and the City..

Scope: MDC surveyors provided a Boundary Survey with property lines, existing building, existing parking lots, landscape areas, light poles and play fields and open grassy areas with one semi-permanent benchmark established for future use.

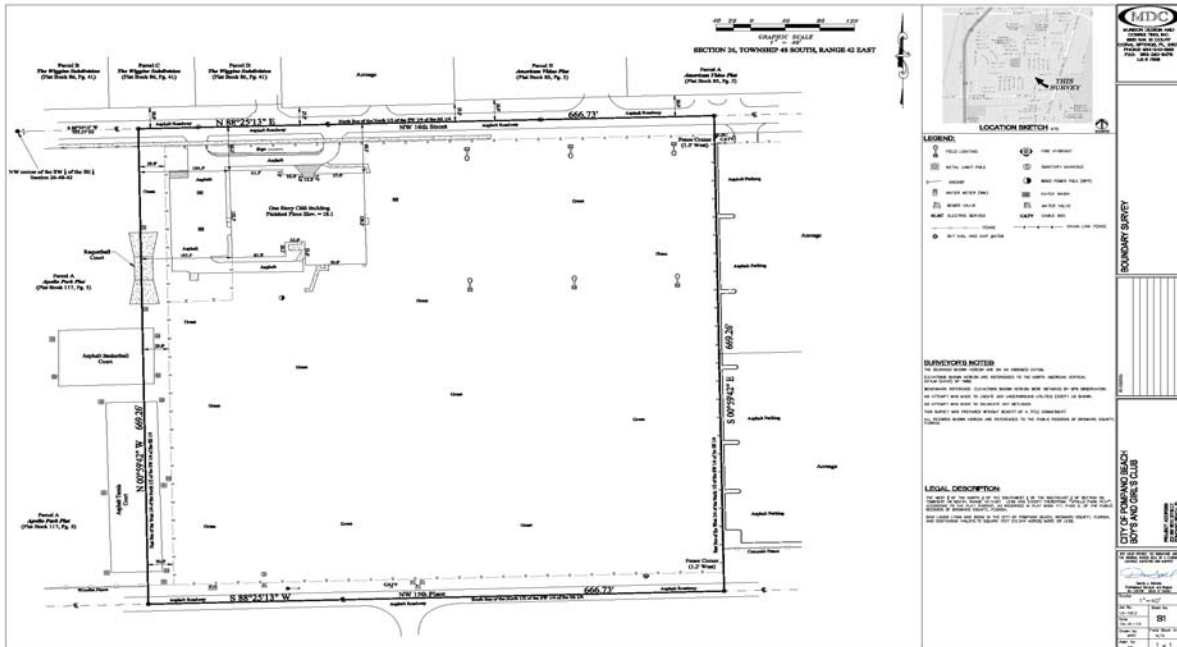
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$5,400

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: Robert McLaughan, Public Works Director (954) 786-4097



Right-of-Way Survey

Project Name: ROW and TOPO Survey for NE 17th Avenue

Entity Name: City of North Miami

Address and Location: NE 17th Avenue (Tressler Street), North Miami, FL

Project Description: MDC provided ROW and TOPO Survey for NE 17th Avenue from NE 141st Street to NE142nd Street.

Scope: MDC prepared a Boundary and Topographic Survey for design purposes for NE 17 Avenue from NE 141st Street to NE142nd Street and establish two (2) semi-permanent benchmarks for future use.

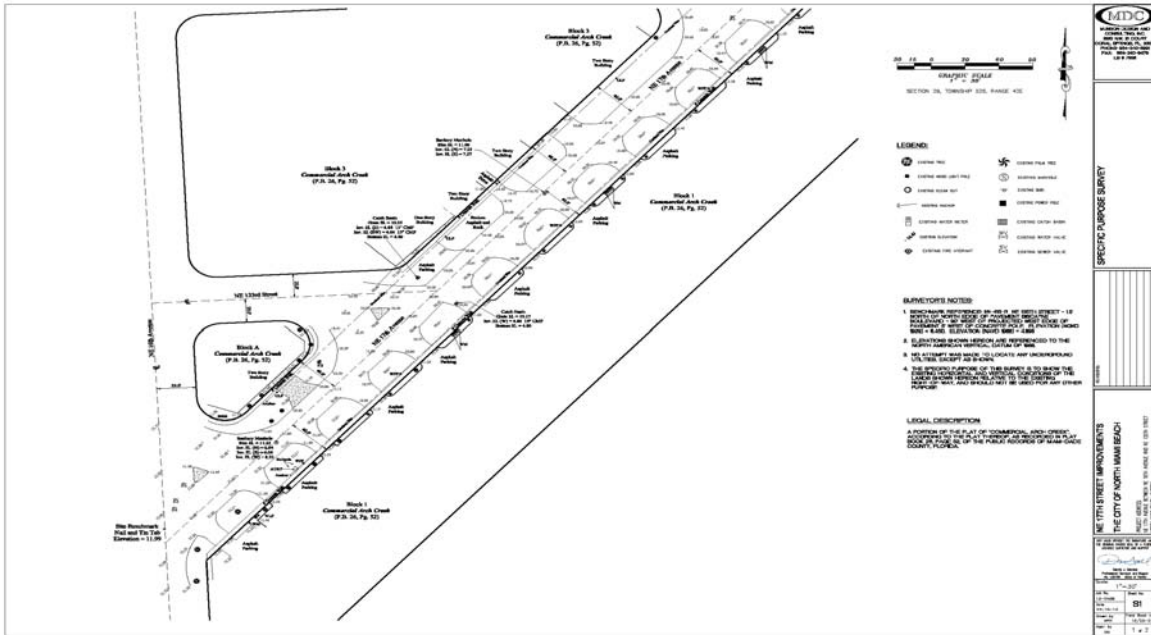
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$3050

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: Thomas Positano, Utility/Sanitation Superintendent Public Works Department (305) 895-9871



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PROJECT TEAM

RLI Number **E-20-20**
 Federal ID # **65-0988505**

PRIME

Role	Name of Individual Assigned to the Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Shane Munson</u>	<u>27</u>	<u>BSCE, PE</u>
Project Manager	<u>Shane Munson</u>	<u>26</u>	<u>BSCE, PE</u>
Ass. Project Manager	<u>Michelle Munson</u>	<u>20</u>	<u>BSCE</u>
Other Key Member	<u>Dennis Gabriele</u>	<u>29</u>	<u>PSM</u>
Other Key Member	<u>Matthew Kraft</u>	<u>26</u>	
Other Key Member	<u>Richard Tenn</u>	<u>27</u>	

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>Munson Design and Consulting, Inc.</u> <u>PO Box 771058</u> <u>Coral Springs, Fl. 33077</u>	<u>Dennis Gabriel, PSM</u>
Landscaping	<u>B&D Environmental</u> <u>3910 Crystal Lake Drive</u> <u>Pompano Beach, FL 33064</u>	<u>Tim Brennon</u>
Engineering	<u>Munson Design and Consulting, Inc.</u> <u>PO Box 771058</u> <u>Coral Springs, Fl. 33077</u>	<u>Shane Munson, PE</u>
Other Key Member	<u> </u>	<u> </u>
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ORGANIZATIONAL CHART

Munson Design and Consulting, Inc (MDC) will act as lead surveyor for all City surveying projects. Dennis Gabriel, PSM and Shane Munson, P.E., will work directly with the City staff directly to help determine the parameters for the scope of work. This includes the type of survey, boundary limits, benchmarks, topographic elevation datum, FEMA flood map information plus more.

MDC will complete all field reconnaissance work and office drafting and research work in house. Any sub-consultant staff will report to Shane Munson, PE of MDC, and MDC will compile all of the sub-consultant information for each project. MDC will report directly to the City's Project Manager for each project.

RESPONSIBLE OFFICE LOCATION

Munson Design and Consulting, Inc.

P.O. Box 771058

Coral Springs, Florida 33071

Phone Number: 954-340-5291

E-mail: shane@mdcengineers.com

Web Site: mdcengineers.com

KEY PERSONNEL:

Shane Munson, P.E. - Project Manager/Engineer

Michelle Munson - Graduate/Project Engineer

Dennis Gabriele, P.S.M - Professional Surveyor in Charge

Richard Tenn, Senior Engineer

Matthew Kraft, C.S.T. III

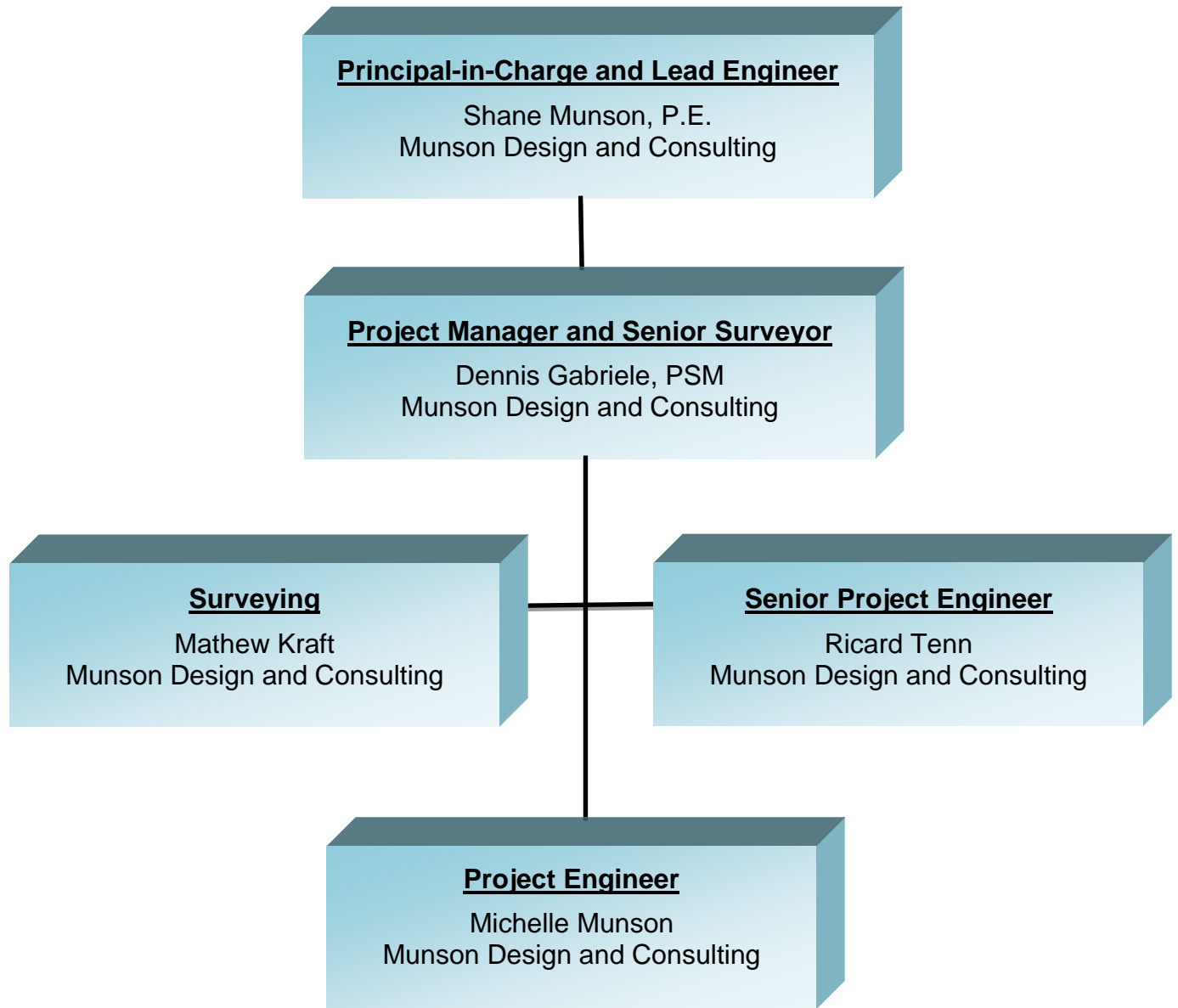
ADDITIONAL SUB-CONSULTANT KEY PERSONNEL:

Mark Mesiano, P.E. - Florida Engineering and Testing, Inc. (Geotechnical Engineering)

Ken Gardner, ASLA- Gardner + Semler Landscape Architecture (Landscape Architecture)

Tim Brennison - B&D Environmental Group, LLC (Pipe jetting and Vacuum & Videotaping)

Chuck Faust – U.S. Utility Pot Holing (Sub-Surface Utility Locations)



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STATEMENT OF SKILLS AND EXPERIENCE

Munson Design and Consulting has been working on the City of Pompano Beach projects since 2004 while our team members, Florida Engineering and B&D Environmental Group, are local Pompano Beach businesses who have worked on various projects within the City. For 16 years, our firm has worked diligently to build an effective working relationship with City staff completing projects within budget and on schedule. MDC provides an existing working relationship with City staff; experience and proficiency of current civil engineering design standards; expertise in permitting; and knowledge and experience with the City's new e-permitting process.

Munson Design and Consulting, Inc. (MDC) has over 21 years of company service to the tri-county area with the Project Manager, Shane Munson, P.E. having over 27 years of expertise. MDC services as a Consulting Engineer for two additional Cities. These are the Town of Davie and the City of North Lauderdale. You will find those continuing service contracts enclosed.

MDC's primary focus lies with Surveying and Land Development engineering including drainage design, potable water and fire suppression systems design along with other related systems such as ADA, sidewalk, turf fields, City parks, etc. These designs have involved construction projects ranging from huge residential and commercial projects to small utility or culvert replacement projects. MDC is familiar with the current design methods and the permitting associated with these types' projects.

MDC has considerable experience in all aspects of surveying. MDC can efficiently produce As Built/Record Drawings Surveys, Boundary Surveys, Construction layout Surveys, Construction Control Surveys, Elevation/Topographic Surveys, Control Surveys, Hydrographic Surveys and Photogrammetric Surveys. MDC has also designed features at several large parks and roadway drainage projects including the City of Pompano Beach's Community Park and Broward County's Long Key Natural Center as well as the Silverlakes community and NE 3rd & 4th Street drainage systems. MDC's reference projects include many Municipal and private companies on our client list. MDC's municipal clients include the City of Pompano Beach, The City of North Lauderdale, The City of Miramar, The City of Coconut Creek, The City of Coral Springs, The Town of Hillsboro Beach, The City of Lauderhill, as well as Broward County Parks and Recreation Department. These projects are listed in Munson Design and Consulting Team Project Experience section that follows as well as in the Resume Section.



Munson Design and Consulting, Inc. has professionals with extensive experience in nearly all aspects of surveying throughout Southeast Florida. We have built a solid reputation as a personalized, professional firm with full-capabilities in surveying and mapping. Our emphasis focuses on attention to detail, project goals and client budgets utilizing the latest technological equipment to meet the ever changing challenges of competition in this marketplace. We have developed wide-ranging experience over the years in many different areas of surveying and mapping. Below are some of our surveying capabilities.

ALTA and Mortgage Surveys – With dedicated field crews and office personnel, we have developed a system to meet the “quick turnaround” demands of mortgage surveys. We understand the last minute details that arise and have consistently met our client’s satisfaction.

Construction Staking – While most survey firms have experience in construction staking, MDC utilizes our hands-on field expertise and technical capabilities on all types of construction projects from roadway alignments and layout to piling layout to infrastructure improvements. We also utilize the latest data collection technology to assist in the horizontal and vertical layouts of your project.

Boundary and Topographic Surveys - Our Professionals have handled projects as large as 15,000 acres and have extensive boundary and topographic experience. This work has been performed using conventional surveying techniques as well as newer technology such as GPS total stations performing real-time surveying with centimeter accuracy.

Platting - MDC Professionals have been some of the most active performing platting services in Miami-Dade, Broward and Palm Beach Counties. This includes all aspects of the platting process including planning and concurrency issues that face agencies and developers today.

Condominium Surveys - The Professionals at MDC have been involved in the creation of numerous condominiums all over the State of Florida since 1989. We are well aware of all of the documentation needed to create a condominium and have worked with numerous law firms in the filing of condominium documents with the State.

Expert Witness Services - Our team of professionals have proven to be strong expert witnesses on surveying matters. We combine our professional knowledge and court experience in providing quality professional representation on litigation issues.

Miscellaneous - MDC has also tried to maintain our knowledge and use of current field and office technology. All of our field crews are equipped with electronic total stations and include the use of electronic data collection. Our computer drafting and presentation capabilities are at the forefront of the industry. Our staff is very proficient in the use of MicroStation, AutoCAD, COGO and several GIS software packages. Our computer capabilities are totally compatible with every platform on the market today.

We welcome the opportunity to provide our services to you. If you have any questions or would like further information, please contact us at 954-340-5291.

Sincerely,
Munson Design and Consulting, Inc.

A handwritten signature in blue ink, appearing to read "Shane Munson".

Shane Munson, P.E.
Senior Project Engineer & Owner

A handwritten signature in black ink, appearing to read "Dennis Gabriele".

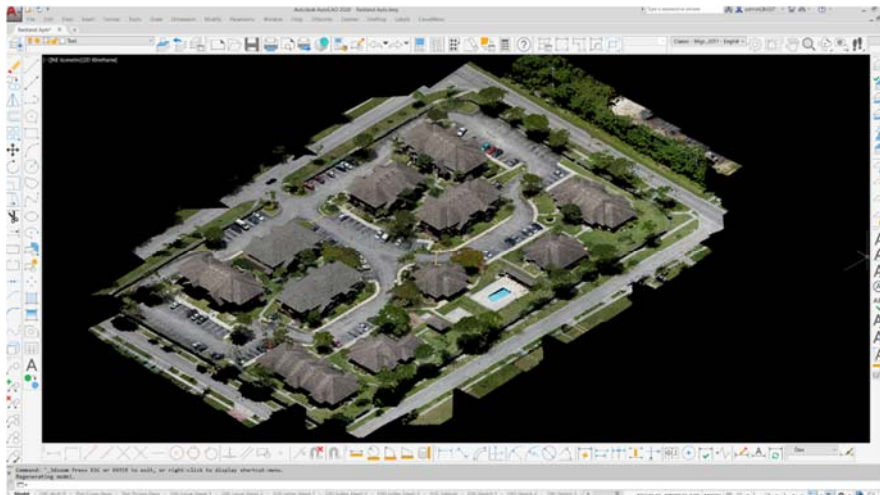
Dennis Gabriele, P.S.M.
Senior Professional Surveyor

Leica Aibot Drone (Aerial Mapping)

The Leica Aibot provides a complete UAV solution for surveying and mapping. It enables fast data collection and an easy workflow providing quick and immediate access to critical information.

As a complete workflow management solution, UAV technology allows you to process and analyze millions of data points gathered from above and to visualize the data to provide actionable information. UAV data can be combined with existing survey technologies, such as TPS, GPS, and laser scanning providing a more complete set of information. By taking only minutes to survey a site, UAVs enable the completion of projects at a lower cost and with fewer staff.

Using the Leica Aibot, we are able to survey from the air in most locations, eliminating potentially dangerous conditions for field crews on the ground such as busy roadways. The drone provides a plethora of data at sub centimeter accuracy. This data can, if needed, be supplemented by conventional surveying for a complete solution from the air and ground, including orthophotos for each project.



Equipment

The Leica Nova MS60, the world's first MultiStation, enables you to perform all surveying tasks with one instrument. It brings sensor fusion to the next level by combining:

- **Highest-end total station capabilities**
- **3D laser scanning**, enabling you to scan up to **30'000 points per second**
- **GNSS connectivity**
- **Digital imaging**

Uses for the MS60:

Surfaces and volumes in construction and mining: spoil heaps and stockpiles, DTM creation and checking surfaces, material thickness, blast faces and ground levels

- **Analysis of complex structures and objects** within plant, marine and utility projects: dimensional control, as-built and record keeping
- **Measuring buildings and structures:** bridge condition/clearance analysis, BIM and as-built
- **Façade, elevations and heritage work:** creation of traditional façade deliverables, 3D models and photographic documentation
- **Traditional topographic surveys** for surveying and mapping: creation of traditional deliverables like 2D maps or 3D models
- **Monitoring measurement and analysis of ground and structures:** real-time or periodic measurement of bridges, dams, buildings and earth

Highest-end total station

Highly accurate angle and distance measurements, long-lasting design and easy-to-use apps are key elements of modern total stations, fully embodied in the MS60. With improved automation functionalities using ATRplus, the MultiStation increases your efficiency, even under challenging environmental conditions.

3D laser scanning

Scan with up to 30.000 points per second (Hz): complete your scans fast and get dense scanning grids. The MS60 features optimized scanning paths, now including zenith scans, allowing you to significantly reduce the total scanning time.

Digital Imaging

Enhanced digital imaging technology, including an overview and a 30x magnifying telescope camera, enables accurate image assisted surveying both at the instrument and remotely - while also including extended image documentation.





Engineering Division

City of Pompano Beach, Florida

1201 NE 5th Avenue, Pompano Beach, Florida 33060 | Phone: 954.786.4060 | Fax: 954.786.4028

November 6, 2014

Subject: Letter of Recommendation-Munson Design and Consulting, Inc.

To whom it may concern:

I have had the great pleasure of working with Mr. Munson on several projects at the City of Pompano Beach. Shane has provided exceptional design and management consulting services on several projects ranging from parking lot design, site development, roadways, and ADA compliance at various facilities. Shane engages in the most professional manner, and is very responsive to the City's needs. I highly recommend his services as his commitment and dedication to the needs of his clients is undeniable. Shane currently has projects underway with the City of Pompano Beach and if other opportunities become available he will most definitely be considered. If you have further questions related to the qualifications, and/or skill set of Munson Design and Consulting, Inc., please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Tammy Good'. The signature is written in a cursive, flowing style.

Tammy Good, PMP, Civil Engineer II

City of Pompano Beach

954-650-7783

tammy.good@copbfl.com

MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

Project Name	Description	Owner	Project Responsibilities
Silver Lakes Neighborhood	Civil Engineering - Drainage designs to retrofit three existing City roads	City of North Lauderdale	This study and design involed the retrofit of three City streets with a new drainage system. MDC's services include providing a new topographic survey, soft dig services, drainage design and all associated permitting
N.E. 3rd and 4th Street drainage study and drainage designs	Civil Engineering - Drainage designs to retrofit two existing City roads	City of Pompano Beach	This study and design involed the retrofit of two City streets with a new drainage system. MDC's services include providing a new topographic survey, soft dig services, drainage design and all associated permitting
Palm Aire Shelter	Civil Engineering - Site Plan desgin to construct a new sidewalk and shelter structure	City of Pompano Beach	Provide a new site plan design and a paving, grading and drainage plan for the new sidewalks and shelter structure
Divito Parking Lot	Civil Engineering - Site desgin to construct a new parking lot	City of Pompano Beach	Brand new surface parking lot where designs included pavement marking and signage design, asphalt pavement, handicap accessibility, and paving, grading and drainage designs for the parking lot as a whole.
Pompano Beach Community Park Soccer Field	Civil Engineering - Site design to renovate exisitng play field into a true soccer field	City of Pompano Beach	Design included the grading and drainage designs while retrofitting into the existing overall drainage scheme of the park.
Pompano Beach Community Park	3 Phases of Civil Engineering - Site and demolition design to upgrade City Park with new baseball and soccer fields	City of Pompano Beach	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design, permitting and construction inspections.
NW 9TH Street	Civil Engineering and permitting to extend NW 9th Street connecting to Powerline Road.	City of Pompano Beach	All of the roadway components were designed from the pavement marking and signage to the sidewalk extension as well as the drainage system and asphalt pavement. Accordingly, all Florida Department of Transportation (FDOT) permits were obtained.

MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

Project Name	Description	Owner	Project Responsibilities
Harbor Village Alley Drainage Improvements	Civil Engineering - new drainage system	City of Pompano Beach	Retrofit design a new drainage system for street with no formal drainage system followed by paving and striping for new one-way directional traffic and on-street parking, Specific Purpose Topographic Survey and construction inspections.
NE 1st Street Phase I	Civil Engineering - new drainage system	City of Pompano Beach	Retrofit design a new drainage system for street with no formal drainage system followed by paving and striping for new one-way directional traffic and on-street parking, Specific Purpose Topographic Survey and construction inspections.
Avondale Park	Civil Engineering - Site Design to upgrade a new City Park	City of Pompano Beach	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design, permitting and construction inspections.
Canal Point Park	Civil Engineering - Site Design to upgrade a City Park	City of Pompano Beach	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design, permitting and construction inspections.
Herb Skolnick Community Center	Civil Engineering - Site Design to expand parking lot	City of Pompano Beach	Boundary survey; full civil design of paving, grading and drainage; site signing and marking design; and obtaining all engineering permits required to add a 31 parking stall parking lot onto the existing City Community Center. MDC also managed other sub consultants.
Golf Course Shelter Replacement	Civil Engineering to provide new shelter	City of Pompano Beach	Site survey; civil design of paving and grading while coordinating with the architect's new shelter structure; and obtaining all engineering permits.
Golf Course ADA Improvements	Civil Engineering - ADA upgrades	City of Pompano Beach	Civil design for replacing a pedestrian ramp and updating other non-compliant ADA features to the entrance of the pro shop and restaurant.
Aquatic Center ADA Improvements	Civil Engineering - ADA upgrades	City of Pompano Beach	Civil design for replacing pedestrian ramps; installing handrails; and updating non-compliant ADA features.

MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

Project Name	Description	Owner	Project Responsibilities
Engineering ADA Improvements	Civil Engineering - ADA upgrades	City of Pompano Beach	Civil design for replacing a pedestrian ramp and installing a sidewalk as a part of the City's efforts to bring facilities up to the current ADA code for many of the non-compliant ADA locations around the City
Founder's Park Tennis Court Renovations	Civil Engineering - Site Design to upgrade a City Park	City of Pompano Beach	Site survey; civil design of the paving and grading; marking design; and obtaining all engineering permits required to renovate the existing tennis courts. Provided construction inspections during the renovations of the existing tennis courts.
Boys and Girls Club Survey	Boundary Survey	City of Pompano Beach	Provided a complete Boundary Survey
Emma Lou Olsen Community Center	Civil Engineering - new drainage system	City of Pompano Beach	Retrofit design for the drainage system of this existing parking lot.
Mitchell Moore Park Drainage Improvements	Civil Engineering - new drainage system	City of Pompano Beach	Retrofit one the park's parking lots with a drainage system and associated permits.
Canal Point Park	Civil Engineering - Site Design to upgrade a City Park	City of Pompano Beach	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design, permitting and construction inspections.
Avondale Park	Civil Engineering - Site Design to upgrade a new City Park	City of Pompano Beach	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design, permitting and construction inspections.
Fire Station No. 34	Civil Engineering - Site Design for new fire station and training facility	City of North Lauderdale	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design and permits

MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

Project Name	Description	Owner	Project Responsibilities
Long Key Natural Center	Civil Engineering - Site Design for new classroom building, maintenance facility compound and wetland pond	Broward County Parks and Recreational Department	Design of Master Drainage System, all site paving, grading and drainage system for new classroom building and maintenance facility compound along with new wetland pond
Hillsboro Police Station	Civil Engineering - Site Design for upgrades to police station	Town of Hillsboro Beach	Design of wastewater system, fire and potable watermain systems, site paving, grading and drainage design, site signing and marking design and permits
City of Coconut Creek Public Works Building	Civil Engineering - Site Design for a LEED certified, state of the art, FEMA approved Public Works Building	City of Coconut Creek	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design and permits
Zoo Miami	Design of water system for Wings of Asia	Zoo Miami	Team member for design and construction of the aquatic life support system that included a 2000gpm pumping system for a man-made river
City of Coconut Creek Public Works Building	Civil Engineering - Site Design for a LEED certified, state of the art, FEMA approved Public Works Building	City of Coconut Creek	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design and permits. Provided construction inspections for a LEED certified, state of the art, FEMA approved Public Works Building.
Deerfield Island (aka Capone Island) Watermain Project	Design of a new water distribution system to the Island	Broward County Parks and Rec. Department	Design of firemain and potable water systems to service Park Rangers' house along with providing the existing and new boat docks with firehose cabinets. Provided construction inspections.
Miramar Storage Building - City of Miramar	Infrastructure and parking design for new Public Works Building	City of Miramar	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design and permits
City of Coconut Creek Public Works Building	Civil Engineering - Site Design for a LEED certified, state of the art, FEMA approved Public Works Building	City of Coconut Creek	Design of wastewater system, potable water systems, site paving, grading and drainage design, site signing and marking design and permits
The Ridges HOA Sidewalk Repairs	Removal of existing sidewalks and replace with new sidewalks	The Ridges Homeowners Association	Provided construction inspections for the demolition and replacement of sidewalks within The Ridges residential development.

MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

Project Name	Description	Owner	Project Responsibilities
Hammondville Road Improvements	Improve Hammondville Road	City of Pompano Beach	Performed laboratory and field testing on new roadway, pipe backfill, sidewalks, curbs and ramps.
ALI Cultural Center	Improve ALI Cultural Center with additions, renovations and parking lot improvements	City of Pompano Beach	Performed laboratory and field testing on building additions, renovations and parking lot improvements.
Lyons Park Neighborhood Improvements Project	Improve Lyons Park neighborhood	City of Pompano Beach	Performed geotechnical engineering services along with soil borings subsoil investigations and exfiltration tests in a team effort with two other firms.
Tamarac Bike Lanes	Provide new bike lanes in City of Tamarac	City of Tamarac	Performed laboratory and field testing on road widening and sidewalk improvements to accommodate new bike lanes.

FEATURED PROJECTS

Boundary Survey

Project Name: Jaycee Park

Client Name: City of North Lauderdale

Address and Location: 8161 SW 11th Street in the City of North Lauderdale, FL

Project Description: MDC provided the City of North Lauderdale a Boundary Survey along with a sketch and legal description as well as a Site Plan for a new City bathroom building.

Scope: MDC surveyors provided a Boundary Survey with topographic information along with all improvements

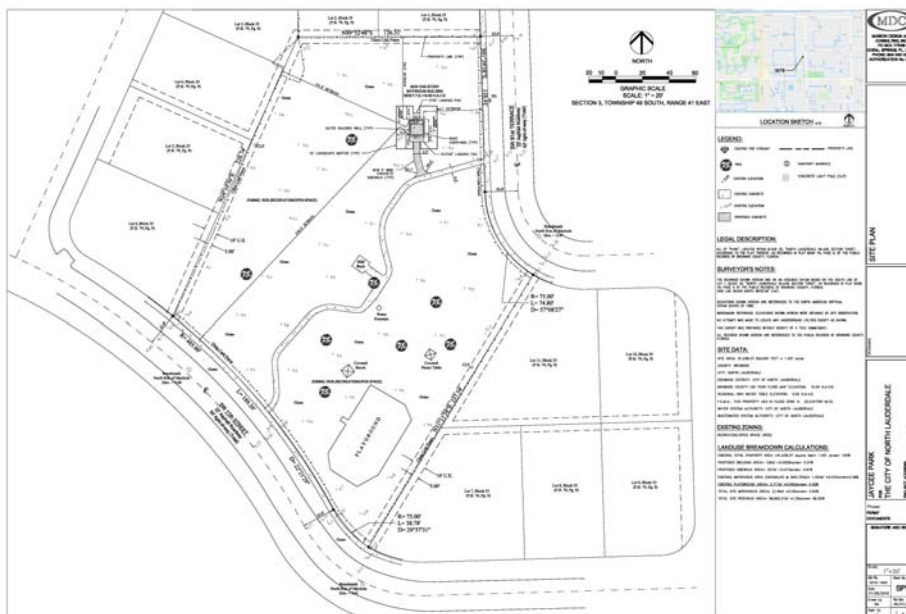
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$4,900

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: George Krawczyk, Public Works Director



Land Development, Civil-Site and Drainage Systems

Project Name: NE 1st Street Drainage Improvements

Entity Name: City of Pompano Beach

Address and Location: NE 1st Street Corridor from NE 26th Avenue to NE 28th Avenue in Pompano Beach, FL

Project Description: MDC provided the roadway surveys for this project which involved the design of a drainage system for NE 1st Street corridor that has little to no existing drainage.

Scope: MDC provided a roadway survey and designed a new drainage system for NE 1st Street Corridor . In order to design the drainage improvements, MDC performed a Specific Purpose Topographic Survey from south ROW to north ROW of the entire NE 1st Street corridor providing full topographic information and a reference benchmark in the NGVD 1929 Datum.

Key Personnel: Shane Munson, PE and Dennis Gabriele, PSM

Initial Contract Amount: \$25,000

Number of Change Orders: N/A

Final Cost of Entire Project: \$125,000

Contact Person: Alessandra Delfico, PE – City of Engineer, (954) 786-4144, Alessandra.Delfico@copbfl.com



Existing drainage issues along NE 1st Street

Road Right-of-Way Survey for NE 3rd and 4th Streets

Project Name: N.E. 3rd and 4th Streets Drainage Improvements Survey and Design

Entity Name: City of Pompano Beach

Address and Location: In the vicinity of Harbor Village Drive and NE 3rd & 4th Streets

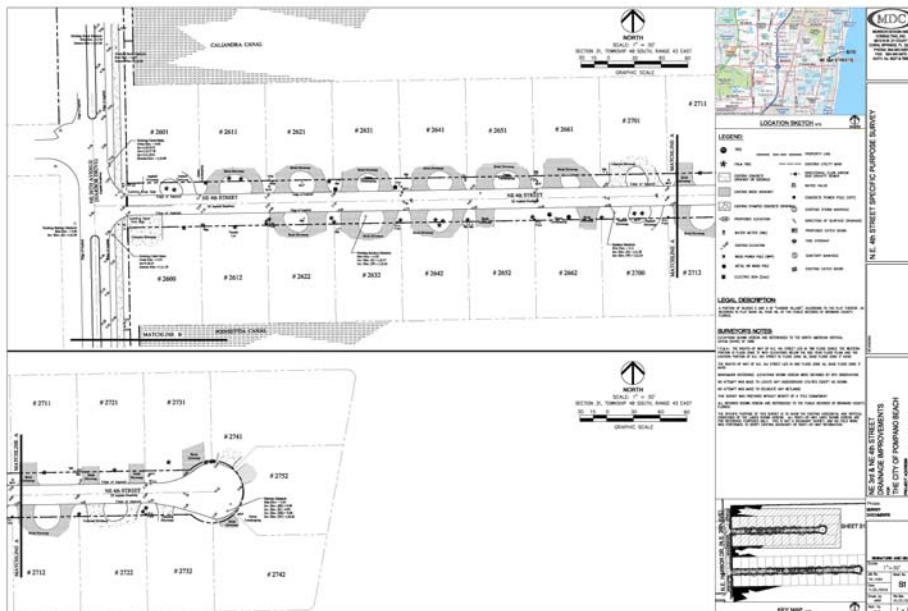
Project Description: MDC provided the City of Pompano Beach a Rights-of-Way topographic Survey for the purposes of a retrofitted drainage design for these two streets for a City C.I.P.

Key Personnel: Tammy Good, PMP

Initial Contract Amount: \$90,000

Final Cost of Entire Project: TBD

Contact Person: Tammy Good, Project Manager



Specific Purpose and Topographic Survey

Project Name: Valero Gas Station Specific Purpose Survey

Entity Name: City of North Lauderdale

Address and Location: In the vicinity of SW 81st Avenue and Tam O’shanter Blvd.

Project Description: MDC provided the City of Pompano Beach a Specific Purpose Survey along for the City to use for some Capital Improvements Project to the City sidewalk and street and gas station entrance.

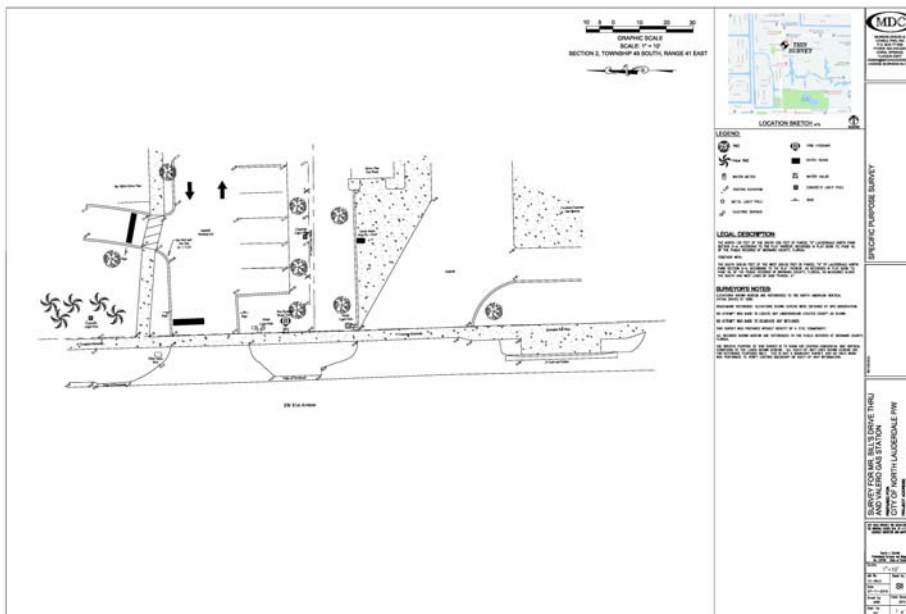
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$1,300

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: George Krawczyk, Public Works Director



Specific Purpose and Topographic Survey

Project Name: Horizon Club Specific Purpose Survey

Entity Name: Five Star Senior Living

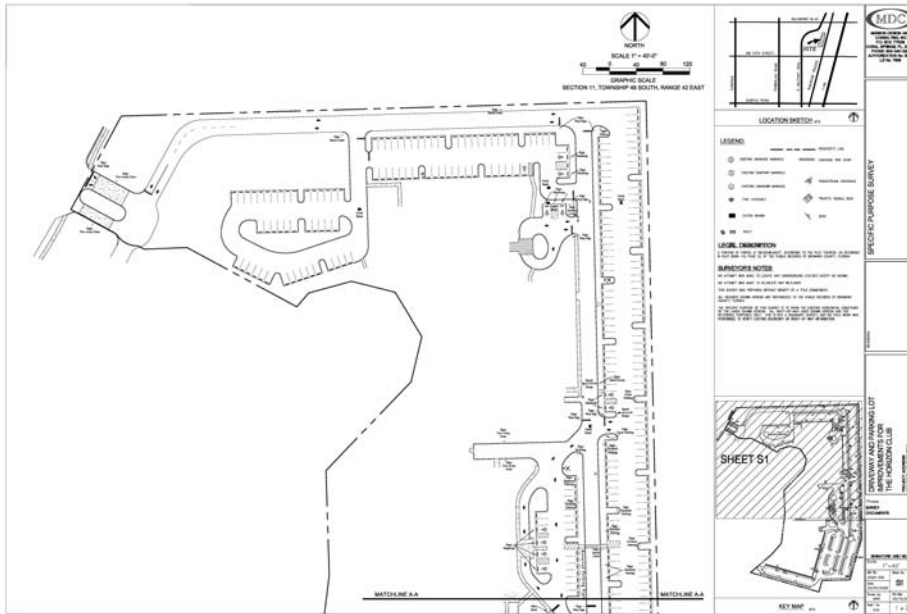
Address and Location: 1208 South Military Trail, Deerfield Beach

Project Description: MDC provided the owner of the Horizon Club Senior Living with a Specific Purpose Survey of the entire complex.

Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$9,900

Contact Person: Hank Fyock, Five Star Senior Living



Specific Purpose and Topographic Survey

Project Name: Specific Purpose Surveys for City Welcome Signs on Various Streets

Entity Name: City of North Lauderdale

Address and Location: Five different City Streets

Project Description: MDC provided the City of North Lauderdale a Specific Purpose Survey for a portion of each of the five (5) City street's rights-of-way as well as a site plan design for each sign for the City C.I.P. project.

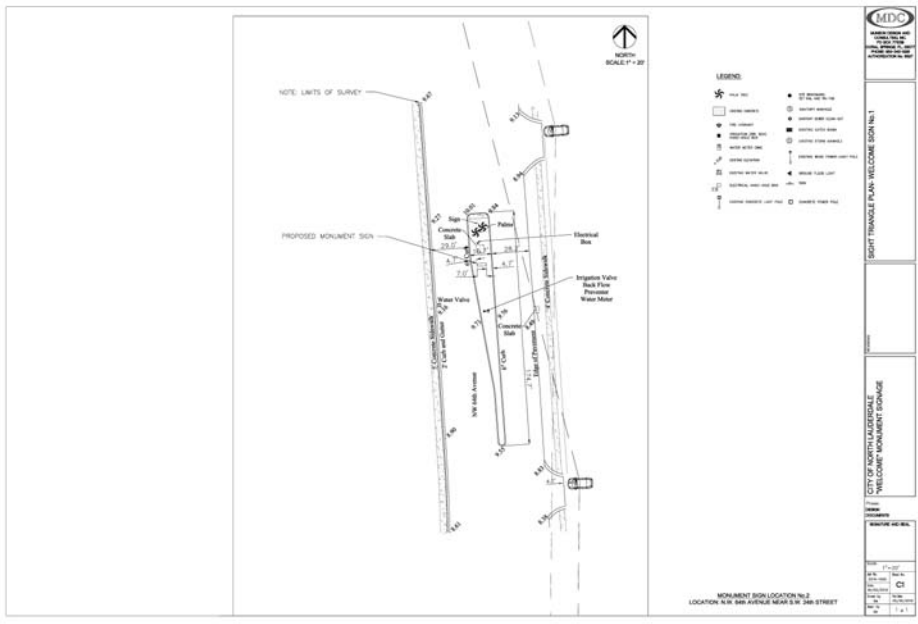
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$10,200

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: George Krawczyk, Public Works Director



Right-of-Way and Topographic Survey

Project Name: Glades Road Right-of-Way Survey

Owner Name: Investments Limited

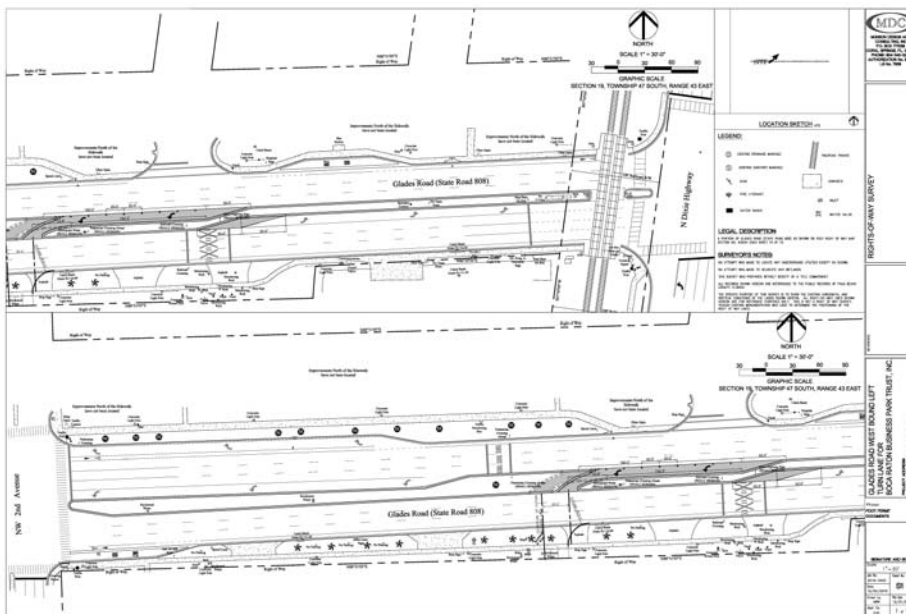
Address and Location: Glades Road between NE 2nd Avenue and Dixie Highway, Boca Raton

Project Description: MDC provided the owner with a roadway survey for the redevelopment of the adjacent shopping center and a turn lane on Glades Road.

Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$30,000

Contact Person: Bob Eisen, Investments Limited



Land Development, Civil-Site and Drainage Systems

Project Name: City of Coconut Creek Public Works Building

Entity Name: City of Coconut Creek

Address and Location: 4800 West Copans Road, Coconut Creek, FL 33063

Project Description: This project involved the demolition of an existing public works building to construct a new state of the art LEED certified Public Works and Staff Building. This facility is FEMA approved and will function as the City of Coconut Creek's Emergency Command Center.

Scope: MDC designed the wastewater system and potable water systems. Our firm also designed the site paving, grading and drainage plans along with the site signing and marking plans. MDC applied for and received permits from SFWMD, Broward County and FDEP for the sanitary sewer system, Broward County Health Department and FDEP for the water system along with permitting within the City of Coconut Creek that included DRC, P&Z, and the Engineering and Building Departments.

Key Personnel: Shane Munson, PE

Initial Contract Amount: \$30,000

Number of Change Orders: N/A

Final Cost of Entire Project: \$8 Million

Contact Person: Brian Rosen, Project Supervisor, (954)545-6614



Surveying and Utility Locates

Project Name: Florida Power and Light (FPL) Survey Services

Entity Name: Florida Power and Light

Address and Location: Locations throughout tri-county area: Broward, Palm Beach and Miami-Dade Counties

Project Description: This project is an on-going 3-year continuing services contract for construction stake-out of distribution power system.

Scope: MDC surveyors provide construction stake-out services for new poles and surveys for FPL distribution lines within the tri-county area. Additionally, our firm provides miscellaneous survey services for FPL design jobs such as easement sketches and descriptions, specific purpose surveys, canal cross sections and ROW surveys.

Key Personnel: Dennis Gabriele, PSM and Shane Munson, PE

Initial Contract Amount: Depends upon work order assigned. This contract was initiated in April of 2014. To date, MDC has completed and submitted over 76 work orders without issue. 3.5-year contract.

Contact Person: Brian McDermott (954) 658-2026



Surveying FPL distribution lines

Boundary Survey

Project Name: Boys and Girls Club Boundary Survey

Entity Name: City of Pompano Beach

Address and Location: Pompano Beach, FL

Project Description: MDC provided the City of Pompano Beach a Boundary Survey along with a sketch and legal description of the lease boundary between the Boys and Girls Club and the City..

Scope: MDC surveyors provided a Boundary Survey with property lines, existing building, existing parking lots, landscape areas, light poles and play fields and open grassy areas with one semi-permanent benchmark established for future use.

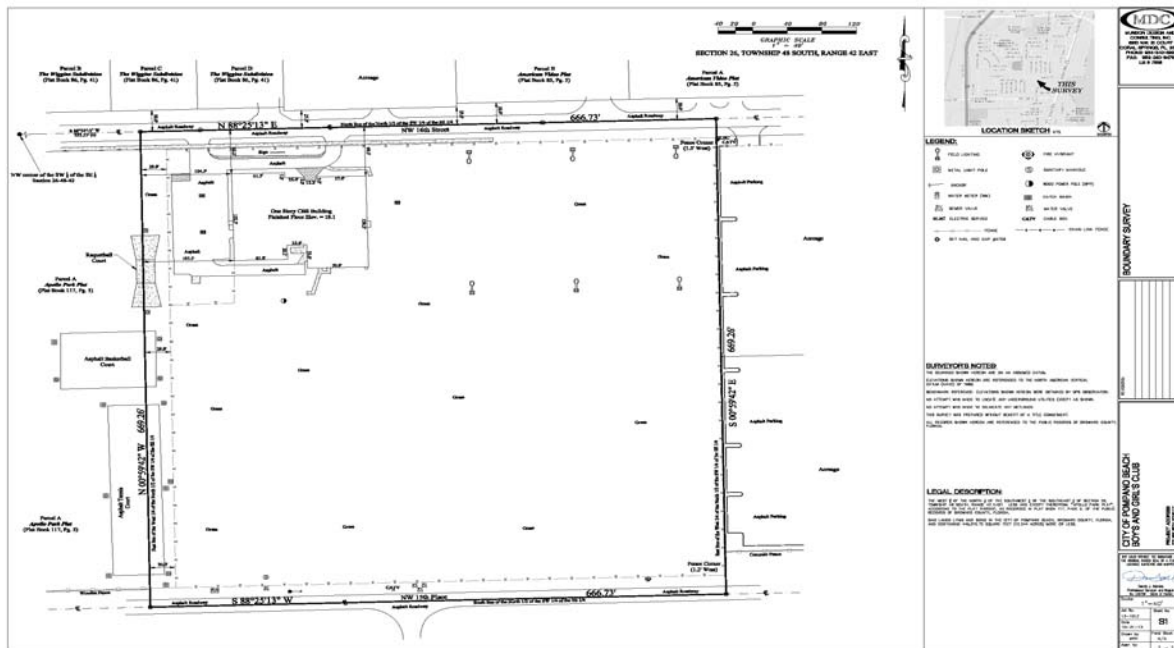
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$5,400

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: Robert McLaughan, Public Works Director (954) 786-4097



Right-of-Way Survey

Project Name: ROW and TOPO Survey for NE 17th Avenue

Entity Name: City of North Miami

Address and Location: NE 17th Avenue (Tressler Street), North Miami, FL

Project Description: MDC provided ROW and TOPO Survey for NE 17th Avenue from NE 141st Street to NE142nd Street.

Scope: MDC prepared a Boundary and Topographic Survey for design purposes for NE 17 Avenue from NE 141st Street to NE142nd Street and establish two (2) semi-permanent benchmarks for future use.

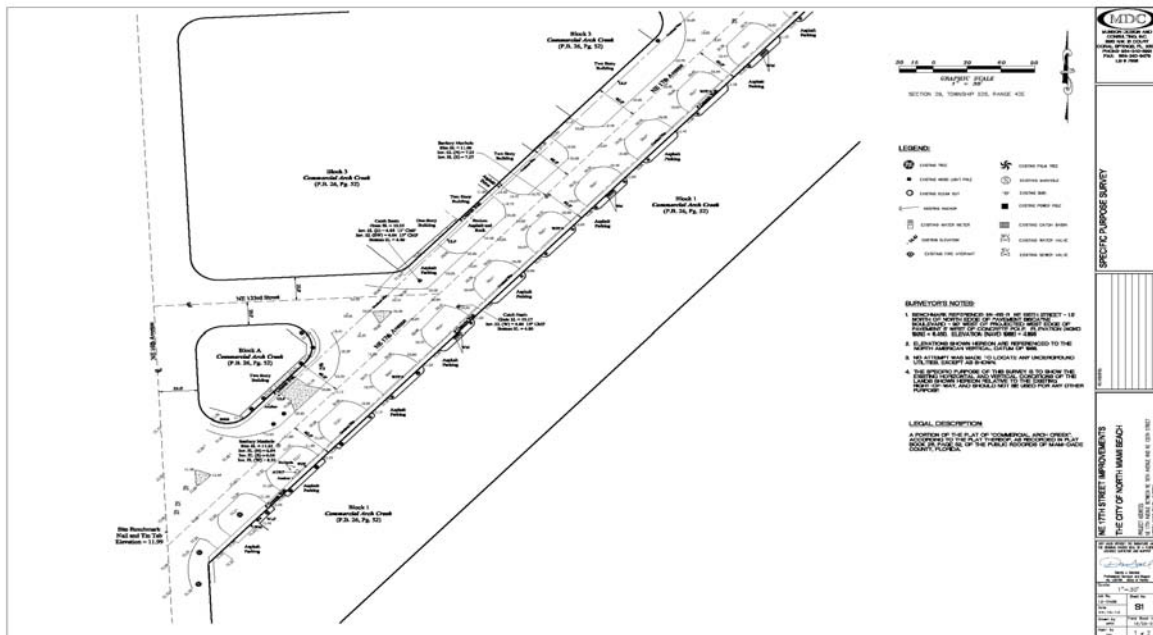
Key Personnel: Dennis Gabriele, PSM

Initial Contract Amount: \$3050

Number of Change Orders: N/A

Final Cost of Entire Project: N/A

Contact Person: Thomas Positano, Utility/Sanitation Superintendent Public Works Department (305) 895-9871







THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Office: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

The School Board of
Broward County, Florida
Nora Rupert, Chair
Heather P. Brinkworth, Vice Chair

Robin Bartleman
Abby M. Freedman
Patricia Good
Donna P. Korn
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

May 24, 2018

Munson Design & Consulting, Inc.
Ms. Michelle Munson
5763 NW 69 Way
Parkland, FL 33067

Dear Ms. Munson :

Broward County Public Schools (BCPS) Procurements & Warehousing Services Department is pleased to announce that your application for certification as a **Emerging/Small/Women Business Enterprise (E/S/WBE)** firm has been approved. The certification is valid for a two-year period and is subject to review in order to verify continued eligibility. Your Certification information is as follows:

Certificate Number: 3330-01097 18
Certification Period: May 24, 2018 until May 23, 2020
Certification Status: Caucasian Female
Service: Engineers Services

To view your firm's listing online, go to www.browardschools.com/sdop. BCPS needs E/S/WBE firms that are ready, willing and able to provide goods and services, and we encourage you to become an active bidder.

Should any change occur which may adversely affect the certification status of your company, please notify the Supplier Diversity Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in decertification of your firm.

You will be notified 60 days in advance of your certification expiration date and your obligation to submit a complete Re-Certification Application. However, please know that it is your responsibility to assure continued certification with BSCS. Should you continue to be interested in certification after your Certificate has expired, you will be required to submit a Certification Application and all required supporting documentation for review.

Should you have any questions regarding your certification status with the SBBC, please feel free to contact AnneMarie Richards, Coordinator or me at (754) 321-0505.

Sincerely,

Mary C. Coker, Director
Procurement & Warehousing Services

Enclosure

Procurement & Warehousing Services

SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

Munson Design & Consulting, Inc.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

FOR

CERTIFICATION

Emerging/Small/Women Business Enterprise (E/S/WBE)

Caucasian Female

ON THIS DAY **May 24, 2018**



Mary Catherine Coker
Director, Procurement & Warehousing Services



Certification #: **3330-01097 18**

Expiration Date: **5/23/2020**



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MUNSON DESIGN AND CONSULTING, INC.

5763 NW 69 WAY
PARKLAND FL 33067

LICENSE NUMBER: CA9327

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MUNSON, SHANE L.H.

5763 NW 69 WAY
PARKLAND FL 33067

LICENSE NUMBER: PE54719

EXPIRATION DATE: FEBRUARY 28, 2021

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 23, 2019

MUNSON DESIGN AND CONSULTING, INC.
5763 NW 69TH WAY
PARKLAND, FL 33067-1351

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7958

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7958**
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

MUNSON DESIGN AND CONSULTING, INC.
5763 NW 69TH WAY
PARKLAND, FL 33067-1351

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

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DENNIS J. GABRIELE, P.S.M.

8910 NW 21 Court, Coral Springs, Florida 33071 (954) 340-5291

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY, 1994

FLORIDA ATLANTIC UNIVERSITY, 1991

LICENSE

Professional Surveyor and Mapper, State of Florida No. 5709 (1996)

CAREER EXPERIENCE

Munson Design and Consulting, Inc. (2012 – Present)

DJG Surveying and Mapping, Inc., President (2008 – Present)

Patriot Surveying & Mapping, Inc., Co-Founder / President (2003 - 2008)

Consul-Tech Surveying & Mapping, Inc., Vice President (2001 - 2003)

Director of Surveying (2000 - 2001)

Assistant Director Surveying / Systems Manager (1996 - 2000)

Survey Crew Chief / Surveyor Intern (1990 – 1996)

Mr. Gabriele has over 25 years of experience in virtually all aspects of land surveying including platting, design, GPS, construction layout, condominium, boundary/topographic surveys as well as numerous projects for FDOT involving Right-Of-Way Mapping and Design Surveys. He supervises the functions of the Surveying Department in conjunction with his duties as principal/owner of the firm. His areas of expertise include platting, condominiums, highway, water boundary, high precision, geodetic, construction, subdivision, retracement, expert witness testimony and GIS/Mapping projects.

Partial List of Projects Performed Under Mr. Gabriele's Supervision

- ◆ *UPTOWN VILLAGE, CITY OF OAKLAND PARK* – Performed complete as-built surveys of existing improvements including all survey drawings and legal descriptions and platting for a 4-block redevelopment project of a portion of the city of Oakland Park, Broward County, Fl.
- ◆ *SEACREST VILLAGE, BOYNTON BEACH* – Performed the research and surveys including preparation of the descriptions for the redevelopment area of a portion of downtown Boynton Beach, Palm Beach County, FL.
- ◆ *INNOVATION BUSINESS PARK, PALM BEACH GARDENS* – Complete design surveys and the condominium exhibits for the development of a 20-acre commercial condominium project.
- ◆ *MIAMI-DADE COUNTY FEMA CANAL RESTORATION* – Project Manager responsible for all office and field aspects of canal as-built and R/W location. Research and calculated canal R/W for 60 miles of canal in Miami-Dade County. Responsible surveyor for client deliverables. Performed QA/QC review, project schedule and budget.
- ◆ *C-9 CANAL, SOUTH FLORIDA WATER MANAGEMENT, BROWARD COUNTY* – Surveyor-in-Charge responsible for complete monumentation and location of 19 miles of canal right-of-way from U.S. Highway 27 to the Intracoastal waterway.
- ◆ *ST. REGIS HOTEL/ CASTILLO GRANDE RESIDENCES, FT. LAUDERDALE* – Performed the design surveys and condominium exhibits for the ultra-high end luxurious mixed-use hotel and private residences located on the beach in Ft. Lauderdale.

SHANE L. H. MUNSON, P.E.

8910 NW 21 Court, Coral Springs, Florida 33071 (954) 340-5291

EDUCATION

FLORIDA STATE UNIVERSITY, Tallahassee, Florida
Bachelor of Science, Engineering; April 1994

MIAMI-DADE COMMUNITY COLLEGE, Miami, Florida
Associates of Arts; August 1990

LICENSE

Florida Professional Engineering License #54719

CAREER EXPERIENCE

Munson Design and Consulting, Inc., Coral Springs, Florida
Company Owner and Engineer: August 1999 to Present

Responsible for the day to day functioning of the company. Responsible for employment of marketing campaigns, project designs and cad work. Project management responsibilities include extensive face to face interaction with clients, communication with governmental agencies for the securing of all permits with said municipalities/governmental agencies and direct communication with the contractors and their sub-contractors to make sure the Civil portions of the work are completed correctly. The following outlines a sample of projects managed and designed.

- ◆ *SILVERLAKES NEIGHBORHOOD DRAINAGE DESIGN* in the City of North Lauderdale
Construction Project Value: \$800 Thousand
Responsibility included the survey and design in order to retrofit three City streets within the Silverlakes Community with a new drainage system.
- ◆ *HERB SKOLNICK COMMUNITY CENTER* in the City of Pompano Beach
Construction Project Value: \$200 Thousand
Responsibility included the design of the site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits required to turn add a 31 parking stall parking lot onto the existing City Community Center.
- ◆ *HARBOR VILLAGE ALLEY DRAINAGE IMPROVEMENTS* in the City of Pompano Beach
Construction Project Value: \$100 Thousand
Responsibility included the retrofit design of a new drainage system for this alley which currently has no formal drainage system. The alley will then be paved and striped for a new one-way directional traffic and on-street parking.
- ◆ *CITY OF MIRAMAR'S CRIME SCENE FACILITY FOR THE MIRAMAR POLICE DEPT.* in the City of Miramar
Construction Project Value: \$1 Million
Responsibility included the design of the site paving, grading and drainage design, site signing and marking design along with a new ingress/egress on Pembroke Road and obtaining all engineering permits. This project also involves rerecording the plat and amending the Non-Vehicular Access Line (NVAL) for the new driveway.
- ◆ *NE 1 STREET DRAINAGE IMPROVEMENTS* in the City of Pompano Beach
Construction Project Value: \$125 Thousand
Responsibility included the design for a retrofitting of this City street with a drainage system.
- ◆ *CITY OF COCONUT CREEKS NEW PUBLIC WORKS BUILDING* in the City of Coconut Creek

Construction Project Value: \$8 million

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits required to build a LEED certified, state of the art, FEMA approved Public Works building.

- ◆ *BANK UNITED* in the City of Lighthouse Point

Construction Project Value: \$500 Thousand

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits required to turn the previous restaurant into one stand alone bank building with drive up teller.

- ◆ *FLORIDA SHORES BANK* in the City of Pompano Beach

Construction Project Value: \$2.5 million

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits required to turn the various old businesses into one stand alone bank building with 4 lanes of drive up tellers.

- ◆ *POMPANO BEACH COMMUNITY PARK* –All Phases for the City of Pompano Beach

Construction Project Value: \$2.0 million all phases

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits.

- ◆ *WORLD OF DÉCOR* in the City of Hillsboro Beach

Construction Project Value: \$5 million

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits required to turn the vacant parcel of land into a 75,00 square foot show room and warehouse.

- ◆ *HIDDEN OAK ACRES* for the Kirton Ranch in Okeechobee County

Construction Project Value: \$8 million.

Responsibility included all design for the roadways, new lakes, and drainage for this 950 acres rural residential community. MDC was responsible for acting as project manager during all the close coordination of all the sub consultants involved in surveying, wetland design, mapping, and mitigation and E.R.P. permitting for this community in Okeechobee County.

- ◆ *FIRE STATION NO. 34* for the City of North Lauderdale

Construction Project Value: \$5 Million.

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits to produce a state of the art fire station and training facility.

- ◆ *AVONDALE PARK* for the City of Pompano Beach

Construction Project Value: \$500 Thousand.

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits for a new City park.

- ◆ *HILLSBORO POLICE STATION* for the Town of Hillsboro Beach

Construction Project Value: \$1.5 million.

Responsibility included the design of waste water system, fire and potable water main systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits.

- ◆ *CANAL POINT PARK* for the City of Pompano Beach

Construction Project Value: \$1.0 million.

Responsibility included the design of waste water system, potable water systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits.

- ◆ *LONG KEY NATURAL CENTER* for the Broward County Parks and Recreation Department
Construction Project Value: \$1.0 million.
Responsibility included the design of Master drainage system that will be used for the Park. This included all site paving, grading and drainage design from the new classroom building and new wetland pond, as well as the new maintenance facility compound
- ◆ *CORNELL PARK* for the City of Delray Beach
Construction Project Value: \$300 thousand.
Responsibility included the site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits.
- ◆ *MARKHAM PARK* for the Broward County Parks and Recreation Department
Construction Project Value: \$600 thousand.
Responsibility included the design of a new waste water gravity system that will be connected to each of the 80 camp ground terminals. Also responsible for obtaining all wastewater approvals from Broward County's E.P.D. and the City of Sunrise.
- ◆ *MIAMI METRO ZOO'S WINGS OF ASIA* for Metro-Dade County
Construction Project Value: \$2.0 million.
Was a member of team responsible for the design and construction of the aquatic life support system(s). Conducted construction observation for the installation of the system. The life support system included a 2000gpm pumping system for a manmade river.
- ◆ *MIRAMAR STORAGE BUILDING FOR THE CITY OF MIRAMAR*
Construction Project Value: \$3 million.
Responsibility included the design of waste water system, fire and potable water main systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits.
- ◆ *DAVIE CONCRETE BATCH PLANT* for Davie Concrete Corporation; ***Design/Build Project***
Construction Project Value: \$2.5 million.
Responsibility included the design of waste water system, fire and potable water main systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits.
- ◆ *CORAL SPRINGS MUSEUM OF ART* for the City of Coral Springs
Construction Project Value: \$50 Thousand.
Responsibilities included the design of site grading and drainage.

Flynn Engineering Services, Inc., Fort Lauderdale, Florida

Project Manager: October 1998 to January 2003

In addition to being the "single point of contact" for all projects, the day to day job management responsibilities include extensive personal interaction with clients, communication with governmental agencies for site plan approval, Planning and Zoning Board approval, City Commission approval, and infrastructure permitting with municipalities. The following outlines a sample of projects managed and designed.

- ◆ *GREENACRES ELEMENTARY SCHOOL* for the School District of Palm Beach County, ***Design/Build Project***

Construction Project Value: \$11.5 million.

Tasks included the design of waste water system, fire and potable water main system, site drainage, site signing and marking design, permitting, as well as civil construction inspection.

- ◆ *FLORANADA ELEMENTARY SCHOOL* for the School District of Broward County; ***Design/Build Project***
Construction Project Value: \$10 million.
Job assignments included the design of waste water system, fire and potable water main system, site drainage, site signing and marking design, permitting, as well as civil construction inspection.
- ◆ *CORAL REEF SCHOOL* for the School District of Palm Beach County, ***Design/Build Project***
Construction Project Value: \$10.5 million.
Responsibilities included the design of fire lines, potable water main systems, site paving, grading and drainage design, the waste water transmission system, site signing and marking design, permitting, as well as civil construction observation inspection.
- ◆ *PINE CREST SCHOOL – 500 STALL PARKING GARAGE PROJECT, MIDDLE SCHOOL REPLACEMENT PROJECT, STUDENT BOAT HOUSE, AND GLENWOOD PARKING LOT*
Design included the paving, grading and drainage design, water and sewer design, obtaining all required engineering permits, obtaining site plan approval along with planning and zoning approval, and civil construction observation/inspection.
- ◆ *PARKER ELEMENTARY SCHOOL* for the School District of Palm Beach County, ***Design/Build Project***
Construction Project Value: \$12 million.
Tasks included the design of a split campus school with the east and west sites being divided by Parker Avenue. Each campus provided necessary operations for the school as a whole. The project included all waste water system, fire and potable water main system, site drainage, site signing and marking design, permitting, as well as civil construction inspection.
- ◆ *BARNES AND NOBLE BOOKSTORE*, for Southern Centers Land Development in the City of Ft. Lauderdale
Construction Project Value: \$5 million.
Project duties included DRC and P&Z approvals from the City of Ft. Lauderdale.
Responsibilities for included paving, grading and drainage design, water and sewer design, obtaining all required engineering permits, and civil construction observation inspection
- ◆ *VICTORIA PARK SHOPPES* for Barron Real Estate Inc.
Construction Project Value: \$7 million.
Responsibility included the design of waste water system, fire and potable water main systems, site paving, grading and drainage design, site signing and marking design, and obtaining all engineering permits.
- ◆ *VILLAGE PARK APARTMENTS* in the City of North Miami Beach
Site Restoration and Reconfiguration: \$500,000
- ◆ *TOWNSEND PLACE, PHASE II CONDOMINIUMS* for Boca Developers
Construction Project Value: \$40 million.
Job assignments included the design of waste water system, fire and potable water main system, site drainage, site signing and marking design, permitting, as well as civil construction inspection.
- ◆ *WALGREENS RETAIL STORE* for Walgreens Inc., in the City of Oakland Park
Project duties included DRC and P&Z approvals from the City of Oakland Park.
Responsibilities for included paving, grading and drainage design, water and sewer design, obtaining all required engineering permits, and civil construction observation/inspection.
- ◆ *SALVATION ARMY WORSHIP CENTER* for the Salvation Army Corps.

Project duties included paving, grading and drainage design, water and sewer design, obtaining all required engineering permits, obtaining site plan approval along with planning and zoning approval, and civil construction observation/inspection.

- ◆ *7-ELEVEN RETAIL STORE* for 7-Eleven Inc., in the City of Coral Springs
Responsibilities for included paving, grading and drainage design, water and sewer design, obtaining all required engineering permits, and civil construction observation inspection.
- ◆ *PUBLIX RETAIL STORE* for Publix Supermarkets in the City of Pompano Beach*
Project duties included DRC and P&Z approvals from the City of Pompano Beach.
Job functions included paving, grading and drainage design, water and sewer design, obtaining all required engineering permits, obtaining site plan approval along with planning and zoning approval, and civil construction observation inspection.

Calvin Giordano and Associates, Inc., Hollywood, Florida
Project Engineer: October 1997 to October 1998

Sample of Projects Managed:

- ◆ *MEMORIAL WEST HOSPITAL*, for Memorial Health Care System in the City of Pembroke Pines
Responsibilities included miscellaneous site upgrades including design and permitting for new parking lots and pediatric emergency center, along with client and governmental agency interaction.
- ◆ *MEMORIAL REGIONAL HOSPITAL*, for Memorial Health Care System in the City of Hollywood
Responsibilities included paving, grading and drainage design of In vitro-fertilization Clinic.
- ◆ *WEST BOCA MEDICAL CENTER*, in the City of Boca Raton
Responsibilities included paving and grading design of new oncology wing, in addition to client and governmental agency interaction.
- ◆ *BROWARD COUNTY MAINTENANCE FACILITY*, in Broward County
Responsibilities included new pump station and force main design.

Bermello, Ajamil and Partners, Inc., Miami, Florida
Project Engineer: June 1994 to November 1995 and January 1997 to June 1997

- ◆ *HOMESTEAD MOTORSPORTS COMPLEX*, in the City of Homestead
Construction Project Value: \$50 million
Project engineer on the design team for the original track design in addition to the realignment and redesign of the race track in 1997.

Richard Tenn

Senior Project Engineer

Richard Tenn has 27 years of experience in civil engineering planning, design, permitting, and construction management/inspection services. He has been responsible for all phases of planning, design and drafting, including roadway, drainage, water distribution/transmission and wastewater collection and transmission facilities from the planning/conceptual stages, design, permitting; preparation of construction documents and construction related services (CEI). Additionally, Mr. Tenn has extensive knowledge of computer programs such as AutoCAD, Cascade, StormCad, and AdiCPR (Advanced Interconnected Pond Routing). Further, he has excellent working relationships and contacts with Palm Beach County, Miami-Dade County, Florida Department of Transportation, Districts Four and Six, and most of the various drainage districts throughout South Florida.

Atkins North America (2017-2020)

Miami Gardens Redevelopment, Engineering Services, Brixmor. Senior designer responsible for paving, grading and drainage design. This project involves providing civil design of stormwater management plan and daily site inspection during construction for Miami Gardens Strip Mall redevelopment. **Duration:** 12/2017-Present

Hard Rock Hollywood Guitar Hotel, Seminole Hard Rock Hotel and Casino, Hollywood, FL. Senior designer responsible for paving grading, drainage design and permitting. Involved in the daily inspections of site civil work, including all underground utilities, site drainage, lift stations (storm and sanitary), roadway construction (asphalt and concrete) and on demand design when issues arise. **Duration:** 12/2017-Present

Broadmoor and Arch Creek Substations Stormwater Management Plan Review Services, Florida Power & Light Company, Miami, FL. Senior designer responsible for paving, grading and drainage design. This project involves providing civil review of stormwater management plan for Broadmoor and Arch Creek substations to change the use from a substation pad to a battery storage facility. **Duration:** 12/2017-Present

Hard Rock Hollywood Oasis Lot Planning Services, Seminole Hard Rock Hotel and Casino, Hollywood, FL. Senior designer responsible for paving grading, drainage design and permitting. This project involves planning, environmental, and survey services developing the lot across US 441 from the Hard Rock Hotel and Casino property, in support of Seminole gaming development. The property is historically known as the Oasis Lot or Miro Corners. Atkins services include civil engineering, master planning, surveying, and environmental surveying. **Duration:** 12/2017-Present

Courthouse Civil Engineering and Landscape Architecture, Florida Dept. of Management Services, West Palm Beach, FL. Senior designer responsible for construction inspections. This project involves providing civil engineering and landscape architecture services for the Fourth District Court of Appeal. **Duration:** 11/2017-Present

Total years of experience

27

Education

B.S., Civil Engineering, Florida International University, 1993

Professional affiliations

American Society of Civil Engineers

Software

AutoCADD
Cascade
StormCad
AdiCPR

Publix at Venetian Isle Redevelopment Site Engineering Services, Brixmor Venetian Isle LLC, Lighthouse Point, FL. Senior designer responsible for drainage due diligence. This project consists of tearing down the existing Publix, some retail spaces, and modifying the existing parking lot. **Duration:** 11/2017-Present

Ramey Unit School Civil Engineering and Landscape Architecture Support Services, U.S. Army Corps of Engineers, Norfolk, Aguadilla, Puerto Rico. Senior designer responsible for drainage design. This project involves providing civil engineering and landscape architecture design services support to prepare complete construction documents for the replacement of Ramey Unit School located in Aguadilla, Puerto Rico. **Duration:** 11/2017-Present

Big Wheel Cycles (2015-2017)

Partner in a high-end bicycle shop. Managed for two years the day to day operations associated with a bicycle shop in North Miami Beach. My duties included: Sales, ordering merchandise from suppliers, warranties, mechanic services, bike fitting, customer service, payroll and human resource management. I had a total of five employees in my store and is still a partner presently, just not day to day.

Kimley-Horn and Associates (2005-2015)

Saint Mary Coptic Orthodox Church, Palm Beach County, FL. Project engineer responsible for developing construction documents from the planning stage through construction for a 10-acre church site in unincorporated Palm Beach County, Florida. The scope of work included site plan approval, watermain extension design and permits, lift station design and permits and paving, grading and drainage design and permits. Permitting agencies that were involved: Palm Beach County Water Utilities; Palm Beach County Land Development; Palm Beach County Health Department; South Florida Water Management District; and Lake Worth Drainage District. Additionally, responsible for construction inspection on the project. **Duration:** 2005-2006

TD Bank (f/k/a Commerce Bank), City of Weston, FL. Project engineer responsible for developing construction documents from the planning stage through construction for a 1.5-acre bank site in the City of Weston as well as performing construction inspection. The scope of work included site plan approval and paving, grading and drainage design, and permitting. The permitting agencies involved were: City of Weston, City of Sunrise, and the South Florida Water Management District. **Duration:** 02/2006-08/2006

TD Bank, Haverhill, Palm Beach County, FL. Project engineer responsible for construction inspection and developing construction documents from the planning stage through construction for a 2-acre bank site in Palm Beach County. The scope of work included site plan approval and planning, grading and drainage design, and permitting. Permitting agencies involved included: Palm Beach County Water Utilities, Palm Beach County Land Development, Palm Beach County Health Department, South Florida Water Management District, and Florida Department of Transportation. **Duration:** 2005

TD Bank, Summit and Military, Palm Beach County, FL. Project engineer responsible for construction inspection of project and developing construction documents from the planning stage through construction for a 1-acre bank site in Palm Beach County. The scope of work included site plan approval, lift station

design and permitting, watermain extension and permitting and paving, grading and drainage design, and permitting. Permitting agencies included: Palm Beach County Water Utilities, Palm Beach County Land Development, Palm Beach County Health Department, South Florida Water Management District, Lake Worth Drainage District, and Florida Department of Transportation. **Duration:** 2005

TD Bank, Lantana, Palm Beach County, FL. Project engineer responsible for the construction inspection and developing construction documents from the planning stage through construction for a 2.5-acre bank site in Palm Beach County. The scope of work included site plan approval, lift station design and permitting, watermain extension and permitting and paving, grading and drainage design, and permits. Permitting agencies involved: Palm Beach County Water Utilities, Palm Beach County Land Development, Palm Beach County Health Department, and South Florida Water Management District. **Duration:** 2005-2006

TD Bank, Jupiter, Town of Jupiter, FL. Project engineer responsible for construction inspection and developing construction documents from the planning stage through construction for a 1-acre bank site in the Town of Jupiter. The scope of work included site plan approval and paving, grading and drainage design, and permitting. Permitting agencies involved: Loxahatchee River District, Palm Beach County Land Development, Town of Jupiter, Jupiter Health Department, and Florida Department of Transportation. **Duration:** 2006

24th Street Treatment Plant, City of Phoenix, AZ. Project engineer/inspector responsible for overseeing the implementation of homeland security system and miscellaneous site improvements to a major water treatment plant in Phoenix, Arizona. **Duration:** 06/2008-09/2008

CCL Consultants (2004-2005)

Watersound North, Arvida Corporation, Walton County, FL. Project engineer responsible for developing stormwater management calculations, reports, and permits for a 1,500-acre development for St. Joe/Arvida in Walton County, Florida. **Duration:** 2004

Publix at Sample Road, Publix Supermarket, Coral Springs, FL. Project engineer responsible for developing stormwater calculations and permits for a 15-acre site for Publix Supermarket. The scope of work also included paving, grading, and drainage. **Duration:** 2004

Journey's End, Collier County, FL. Project engineer responsible for developing stormwater management plan for Journey's End, a 66-acre, 483 dwelling unit development in Collier County, Florida. **Duration:** 2004

Parsons Brinckerhoff: (2000-2004)

MDX SR 874-Expressway Improvements, Miami-Dade Expressway Authority, Miami, FL. Project engineer responsible for developing stormwater drainage plans and calculations for approximately 6-miles of expressway. The scope of work included the Stormwater Master Plan Report, Environmental Resource permit through South Florida Water Management District, and stormwater modeling using Advanced Interconnected Pond Routing (AdICPR). **Duration:** 2001-2004

Cargo Yards and Roadway Improvements, Port of Miami, FL. Project engineer responsible for developing stormwater paving, grading and drainage plans and calculations for various cargo yards and roadways within the Port of Miami. **Duration:** 2004

Golden Glades Station, Tri-Rail, North Miami, FL. Project engineer for the expansion of the Golden Gates Station for the Phase IV double track improvements. Designed the stormwater drainage system for the new passenger platform at the station. **Duration:** 2003

Pompano Beach Energy Center, Enron, Pompano Beach, FL. Project engineer responsible for developing water, sewer and paving, grading and drainage plans for a power station in Pompano Beach. The scope of work also included the submittal of detailed drainage calculations and stormwater modeling to attain an Environmental Resource Permit (ERP) permit from South Florida Water Management District. **Duration:** 1999

Deerfield Beach Energy Center, Enron, Deerfield Beach, FL. Project engineer responsible for developing water, sewer and paving, grading and drainage plans for a power station in Deerfield Beach. The scope of work also included the submittal of detailed drainage calculations and stormwater modeling to attain an Environmental Resource Permit (ERP) from South Florida Water Management District. **Duration:** 1999

Midway Energy Center, Enron, Port St. Lucie, FL. Project engineer responsible for developing water, sewer and paving, grading and drainage plans for a power station in Port St. Lucie. The scope of work also included the submittal of a detailed drainage calculations and stormwater modeling to attain an Environmental Resource Permit (ERP) from South Florida Water Management District. **Duration:** 1999

BND Engineers Inc. (2000-2004)

South Dade Landfill SW 248th Street Drainage Project, Miami, FL. Project engineer. This project included evaluation of the existing drainage system, coordination with permitting agencies that had jurisdiction over the project, and identification of solutions for improvement of current conditions. **Duration:** 1998-1998

North Side Fuel Tender, Miami International Airport, Miami, FL. Project engineer responsible for the design and drafting of the paving and drainage system for this facility. This project consisted of adding a new three position fuel tender loading facility at the north side of the Miami International Airport. **Duration:** 1998-1999

Primary Learning Centers, Miami-Dade County Public Schools, Miami-Dade County, FL. Project engineer responsible for working on five different sites, design and drafting of paving, drainage, signage, water and sewer, and permitting through Miami-Dade County Water and Sewer Department, Miami-Dade County Public Works Department, and Department of Environmental Resources Management (DERM). These are relief schools for overcrowded elementary schools throughout Miami-Dade County, Florida. **Duration:** 1998-1999

SW 184th Street, Miami-Dade County Public Works, Miami-Dade County, FL. Project engineer responsible for drainage design and permits as well as

being involved in all aspects of the design. This project is located between SW 127 Avenue and SW 147 Avenue in Miami-Dade County. This project included development of a 4-lane roadway with painted median, concrete sidewalks, curb and gutter, storm drainage system, roadway lighting, pavement markings, signing, and signalization. **Duration:** 1997-1998

MDX SR-836 Expressway Improvements, Miami-Dade Expressway Authority, Miami-Dade County, FL. Worked with a team of engineers to develop the Conceptual Stormwater Master Plan for approximately 5-miles of expressway in Miami-Dade County. The project included Advanced Interconnected Pond Routing (AdICPR) simulations, drainage system design, and stormwater permitting through the various local, state, and federal agencies. **Duration:** 1997-1999

Bermello, Ajamil and Partners (1994-2000)

C-D Infill Project, Miami International Airport North Terminal Development Program, Miami International Airport, Miami, FL. The project consisted of the planning and engineering design of the C-D Underground Utilities and Apron Project as part of the North Development Plan for American Airlines. The project was comprised of 12- and 16-inch diameter water and fire distribution system, wastewater collection/transmission system, chilled water mains, jet fuel system, electrical and telecommunication duct banks, and apron grading and involved coordinating with more than four engineering/architectural firms, various utility companies, permitting agencies, and government entities. **Duration:** 1996-1997

Oakes Road, Broward County, Florida Dept. of Transportation, Town of Davie, FL. The project included improvements to three roadways within the Town of Davie. The realignment and reconstruction of Oakes Road from a 3-lane to a 5-lane urban section. The reconstruction of Burriss Road from a 2-lane to a 4-lane urban section and the milling and resurfacing of sections of SR 84 spur. Improvements also included drainage, utility relocation, signing and pavement marking provision for future landscaping.

Homestead Regional Airport Beachfront Drainage Well System, Dade County Aviation Department, Dade County, FL. The project consisted of the design and permitting of a 12,000 gpm stormwater pumping station, three 24-inch diameter shallow injection wells and 58-linear feet of weir. The system was designed to retain the 100-year 3-day storm event within the isolated beachfront basin. The design included selection of the pumps and piping system, outflow structures, standby generator and associated accessories, along with well depth determination and permitting of the project through the various agencies that have jurisdiction over the project.

NPDES Stormwater Permit Dry Weather Field Screening, City of Miami, FL. Responsible for field testing of environmental and physical parameters such as total dissolved solids, temperature, and ph. Performed colorimetric analysis using CHEMetrics field test kits to measure chlorine, copper, phenols, and detergents. Conducted flow rate estimation and documented the presence of observed odors, such as chlorine, gasoline, rotten eggs, and sewage. Collected, stored, and transported additional water samples in accordance with established industry standards for the laboratory analysis.

Lennar Homes, Doral, FL. Project engineer in the design of water, sewer, paving, and drainage for two subdivisions in Doral. Responsibilities also included permitting drainage through South Florida Water Management District.

Lifelong Learning Center, Florida Atlantic University, Boca Raton, FL. Designed drainage and water control structure for the Lifelong Learning Center permitting through South Florida Water Management District.

Beacon Centre, Codina Group, Miami, FL. Project manager for the design of water, sewer, paving, and drainage for various warehouses. Responsibilities included onsite inspections and permitting through various agencies.

North District Force Mains, Miami-Dade Water and Sewer Authority Department, Miami, FL. A set of projects consisting of the design and drafting of force mains for Miami-Dade Water and Sewer Authority Department.

Office Depot Force Mains, Miami-Dade County, FL. Worked under the guidance of a Professional Engineer on a proposed 12" diameter D.I.P. force main which included design and drafting of pumping station with a generator and generator house.

Homestead Motorsports Complex, Homestead, FL. Layout and design of the Homestead Motorsport Complex in Homestead, Florida. The scope included: track layout and design, paving and grading for roadways and parking lots, utility design, and permitting.

Timothy Brennison

TBrennison@gmail.com

Tim Brennison is the Founder and President of BD Environmental Group, LLC; a South Florida Based Sanitary Sewer and Storm Sewer Maintenance Company. BD Environmental Group specializes in no dig, cured in place pipe lining. In addition, they provide pipe and weir repairs; storm drain maintenance and repairs along with all drainage solutions.

Tim Brennison has over 25 years of extensive industry experience. After successfully supervising and managing other companies, Tim founded BD Environmental Group. Working with numerous Municipalities, Property Management Companies and Private Homeowners Associations BD Environmental Group and Tim Brennison have become known for outstanding customer service with honest and fair pricing.

Tim has his certifications in Florida Stormwater Erosion and Sedimentation Control, Certified Perma-Liner Installer and is a member of NASSCO and SeSwa.

Tim is a proud Desert Storm Veteran who served in the Army in the First Cavalry Division. Now as a successful and established businessman Tim supports many local organizations and charities. He enjoys spending time with his family, boating, fishing, and golf.

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OFFICE LOCATIONS

RESPONSIBLE OFFICE

PROJECT MANAGER, LEAD CIVIL ENGINEER AND SURVEYOR

Munson Design and Consulting, Inc.

P.O. Box 771058

Coral Springs, Florida 33077

Phone Number: 954-340-5291

E-mail: shane@mdcengineers.com

Web Site: mdcengineers.com

Number of professional and administrative staff (5)

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COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

LOCAL BUSINESS EXHIBIT "A"
 CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

E-21-20

Solicitation Number & Title: Continuing Contracts for Professional Surveying and Mapping Services Prime Contractor's Name: Munson Design and Consulting, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount or %</u>
Munson Design and Consulting, Inc.	Shane Munson 954-340-5291	All surveying services	100%

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

E-21-20

N/A

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

N/A

E-21-20

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # E-21-20

1. What portions of the contract have you identified as Local Business opportunities?
All work performed by Munson Design and Consulting, Inc., a Broward County company

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>

8. Other comments:

LOCAL BUSINESS EXHIBIT "D" – Page 2



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2019 - 2020**

Business Tax Receipt Valid from: October 1, 2019 through September 30, 2020

4471924
BD ENVIRONMENTAL GROUP
2900 NE 7 AV

POMPANO BEACH FL 33064

3/4/2020

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: BD ENVIRONMENTAL GROUP, LLC
BUSINESS LOCATION: 2890 NE 7 AV POMPANO BEACH FL

RECEIPT NO: 20-00101911
CLASSIFICATION: JANITORIAL OR WINDOW CLEANING

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: BD ENVIRONMENTAL GROUP LLC

Receipt #: 325-253601
Business Type: CLEANING/JANITORIAL (CLEANING)

Owner Name: TIMOTHY BRENNISON
Business Location: 2900 NE 7 AVE
 POMPANO BEACH
Business Phone: 9548761267

Business Opened: 04/13/2012
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		1				
		For Vending Business Only				
		Number of Machines:		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

TIMOTHY BRENNISON C/O: BD ENVIRONM
 2900 NE 7TH AVE
 POMPANO BEACH, FL 33064

Receipt # WWW-18-00192893
Paid 09/24/2019 36.30

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: BD ENVIRONMENTAL GROUP LLC

Receipt #: 325-253601
Business Type: CLEANING/JANITORIAL (CLEANING)

Owner Name: TIMOTHY BRENNISON
Business Location: 2900 NE 7 AVE
 POMPANO BEACH
Business Phone: 9548761267

Business Opened: 04/13/2012
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals		
		1				
		For Vending Business Only				
		Number of Machines:		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

Receipt # WWW-18-00192893
Paid 09/24/2019 36.30



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Office: 754-321-0505 • Fax: 754-321-0936

Procurement & Warehousing Services
Mary Catherine Coker, Director
www.browardschools.com

The School Board of
Broward County, Florida
Nora Rupert, Chair
Heather P. Brinkworth, Vice Chair

Robin Bartleman
Abby M. Freedman
Patricia Good
Donna P. Korn
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

May 24, 2018

Munson Design & Consulting, Inc.
Ms. Michelle Munson
5763 NW 69 Way
Parkland, FL 33067

Dear Ms. Munson :

Broward County Public Schools (BCPS) Procurements & Warehousing Services Department is pleased to announce that your application for certification as a **Emerging/Small/Women Business Enterprise (E/S/WBE)** firm has been approved. The certification is valid for a two-year period and is subject to review in order to verify continued eligibility. Your Certification information is as follows:

Certificate Number: 3330-01097 18
Certification Period: May 24, 2018 until May 23, 2020
Certification Status: Caucasian Female
Service: Engineers Services

To view your firm's listing online, go to www.browardschools.com/sdop. BCPS needs E/S/WBE firms that are ready, willing and able to provide goods and services, and we encourage you to become an active bidder.

Should any change occur which may adversely affect the certification status of your company, please notify the Supplier Diversity Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in decertification of your firm.

You will be notified 60 days in advance of your certification expiration date and your obligation to submit a complete Re-Certification Application. However, please know that it is your responsibility to assure continued certification with BSCS. Should you continue to be interested in certification after your Certificate has expired, you will be required to submit a Certification Application and all required supporting documentation for review.

Should you have any questions regarding your certification status with the SBBC, please feel free to contact AnneMarie Richards, Coordinator or me at (754) 321-0505.

Sincerely,

Mary C. Coker, Director
Procurement & Warehousing Services

Enclosure

Procurement & Warehousing Services

SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

Munson Design & Consulting, Inc.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

FOR

CERTIFICATION

Emerging/Small/Women Business Enterprise (E/S/WBE)

Caucasian Female

ON THIS DAY **May 24, 2018**



Mary Catherine Coker
Director, Procurement & Warehousing Services



Certification #: **3330-01097 18**

Expiration Date: **5/23/2020**

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LITIGATION

Munson Design and Consulting, Inc. has never been involved in any litigation.

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COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

LOCAL BUSINESS EXHIBIT "A"
 CITY OF POMPANO BEACH, FLORIDA
 LOCAL BUSINESS PARTICIPATION FORM

E-21-20

Solicitation Number & Title: Continuing Contracts for Professional Surveying and Mapping Services Prime Contractor's Name: Munson Design and Consulting, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount or %</u>
Munson Design and Consulting, Inc.	Shane Munson 954-340-5291	All surveying services	100%

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

E-21-20

N/A

Solicitation Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS
UNAVAILABILITY FORM

N/A

E-21-20

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # E-21-20

1. What portions of the contract have you identified as Local Business opportunities?
All work performed by Munson Design and Consulting, Inc., a Broward County company

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>

8. Other comments:

LOCAL BUSINESS EXHIBIT "D" – Page 2

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Munson Design and Consulting, Inc.

Vendor FEIN: 65-0988505

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



Shane Munson



MUNSON DESIGN
& CONSULTING
• CIVIL ENGINEERS •

PROPOSED SERVICE CATEGORIES AND FEES

Categories for consideration:

Maximum Hourly Rate

Position Requirements	Hourly
Principal (P.E. - Fl. Registered)	\$212.00 / per hour
Senior Engineer (P.E. - Fl. Registered)	\$184.00 / per hour
Senior Process Engineer (P.E. – Fl. Registered)	\$165.00 / per hour
Roadway Engineer	\$173.00 / per hour
Engineer	\$150.00 / per hour
Design Engineer	\$150.00 / per hour
Junior Engineer	\$127.00 / per hour
Project Manager	\$195.00 / per hour
Land Surveyor (PLS – Fl. Registered)	\$182.00 / per hour
Survey Crew (2 – persons)	\$160.00 / per hour
Survey Crew (3 – persons)	\$182.00 / per hour
Senior Field Inspector	\$144.00 / per hour
Field Inspector	\$127.00 / per hour
Administrative Assistant	\$86.00 / per hour
Staff Assistant	\$75.00 / per hour
Technician	\$98.00 / per hour
Drafter / GIS	\$98.00 / per hour
Clerical	\$52.00 / per hour
Mileage	\$0.47/mile
Reimbursables – Cost plus 10%	10%

EXHIBIT C

INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONSULTANT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX	Umbrella and other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Munson Design & Consulting, Inc. 5763 NW 69th Way Parkland, FL 33069	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B : Travelers Casualty and Surety Company		19038
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	21SBMZJ7564	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			21SBMZJ7564	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4K8214842047	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is an Additional Insured as respects the Commercial General Liability, including the Automobile Liability, where required by a written contract.

APPROVED
By Danielle Thorpe at 10:06 am, Jun 17, 2020

CERTIFICATE HOLDER City of Pompano Beach 1201 NE 5 Avenue Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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