

***CITY OF POMPANO BEACH, FLORIDA***

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES NO. 13171  
WITH  
MUNSON DESIGN & CONSULTING, INC.**



**CONTINUING CONTRACTS FOR CIVIL ENGINEERING SERVICES - CCNA  
FOR VARIOUS CITY PROJECTS RLI26-003**

**AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES**

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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 & Consulting, Inc. a Florida Corporation, authorized to do business in the State of Florida, 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 **RLI26-003 - Continuing Contracts for Civil Engineering Services - CCNA** attached hereto as Exhibit “A” and incorporated herein in its entirety.

The CONSULTANT’s representative shall be Shane 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 a 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 Exhibits “A” and “B” 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 RLI26-003, professional services under this contract shall comply with the monetary limitations and requirements of §287.055, Florida Statutes, as in effect at the time the applicable Work Authorization is issued.

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, a 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 ninety percent (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 Exhibits “A” and “B” 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 with 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 the 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 the 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 all 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 the 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 a 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 – ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of the CITY hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations 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 to similarly 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, officers, 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, databases, 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 the 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](mailto: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 costs 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, or 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 to conduct 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.

## **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 two hundred thousand dollars (\$200,000.00), 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:**

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

**FOR CONSULTANT:**

Shane Munson, President  
Munson Design & Consulting, Inc.  
PO Box 771058  
Coral Springs, , 33177

#### **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 adversely 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 with written notice of such designation in accordance with Article 26 above.

## **ARTICLE 30 – GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL**

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

## **ARTICLE 31 – EMPLOYMENT ELIGIBILITY**

By entering into this Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination

## **ARTICLE 32 - BINDING EFFECT**

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

## **ARTICLE 33 - SCRUTINIZED COMPANIES**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has CONSULTANT been engaged in business operations in Syria. Subject to limited exceptions provided in state law,

the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

ii. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran after CONSULTANT has submitted a certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

#### **ARTICLE 34 - AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

#### **ARTICLE 35 - AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

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

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

### **ARTICLE 36 – PROJECT WEB REQUIREMENTS**

The CONSULTANT agrees to use the CITY-provided project management software web-based project management tool. The CITY's project management software is a comprehensive system that will be used to manage all project documents, communications, and costs between the CITY, lead consultants, sub-consultants, design consultants, contractors, and other stakeholders. The CITY will provide training to the CONSULTANT's designees.

**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**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

**"CONSULTANT"**

Witnesses:

Munson Design & Consulting, Inc.

[Signature]

Signature

Jonathan Camacho PLS

Date Typed, Printed, or Stamped

Signature

Derrick Alcime

Date Typed, Printed, or Stamped

By:

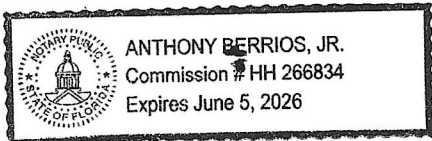
Shane Munson  
Shane Munson, President

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1 day of April, 2026, by Shane Munson, as President of Munson Design & Consulting, Inc., a Florida Corporation, on behalf of the corporation, who is personally known to me or who has produced FIDL as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Anthony Berrios Jr  
(Name of Acknowledger Typed, Printed or Stamped)

HH 266834

Commission Number

**Exhibit A – Cover Page**

**1. Recommendation Tabulation**

**2. Solicitation RLI26-003**

**3. Addendum 1-3**

**4. Insurance Requirements**



Florida's Warmest Welcome

**Procurement & Contracts Department**

**Mary Rivero, Director**

[mary.rivero@copbfl.com](mailto:mary.rivero@copbfl.com)

Exhibit "A"

RLI #: RLI26-003 Tentative City Commission Meeting Date\*: March 10, 2026

RLI Title: CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA) # Notified: 1269 # Downloaded: 28

# of Responses Rec'd: 21 # of "No Bids": 1

For: Engineering Department RLI Opening Date: December 18, 2025  
(Department)

**POSTING OF RLI RECOMMENDATION/TABULATION:** RLI Recommendations and Tabulations will be posted in the eBid System, IonWave, on February 26, 2026, at 3:50 pm (Eastern Time), and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a Notice of Protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\* ) The "Cone of Silence" shall terminate upon the City's award or approval of a contract, rejection of all Proposals or responses, or any other formal action that concludes the solicitation or other procurement process. For confirmation of the official termination date of the Cone of Silence, contact the Purchasing Agent of record.

**RECOMMENDATION TABULATION**

The City of Pompano Beach, Florida, received fifteen (15) proposals in response to RLI26-003 - CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA).

Pursuant to Section H of the Request for Letters of Interest, proposals were required to be organized as detailed therein. Design2Form, LLC, was deemed non-responsive for failing to submit the required documentation for this submittal.

The Evaluation Committee reviewed and scored the Submittals in accordance with the evaluation criteria established in the RLI. The Evaluation Committee completed scoring and ranked firms in order of qualification in accordance with the criteria set forth in the RLI. The Evaluation Committee passed a motion to recommend that the City execute continuing contracts with the eight (8) highest-ranked firms as listed below:

Bidder	Ranking
Kimley-Horn and Associates, Inc.	1st Highest Ranked Firm
Baxter & Woodman, Inc.	2nd Highest Ranked Firm
Keith and Associates, Inc.	3rd Highest Ranked Firm
Thompson & Associates (Thompson & Associates, Inc. Civil Engineering)	4th Highest Ranked Firm
Chen Moore and Associates	5th Highest Ranked Firm
Munson Design and Consulting, Inc	5th Highest Ranked Firm
McKim & Creed (McKim & Creed, Inc.)	7th Highest Ranked Firm
Arcadis US, Inc.	8th Highest Ranked Firm

The complete ranking of all responsive firms is on file with the Procurement and Contracts Department and available upon request.

By: Eric Seifer Dated: February 26, 2026, at 3:50 pm (Eastern Time)  
(Purchasing Agent)



**REQUEST FOR LETTER OF INTEREST  
RLI 26-003**

**CONTINUING CONTRACT FOR CIVIL ENGINEERING  
SERVICES (CCNA)**

**BID OPENING: December 18<sup>th</sup>, 2025, 2:00 PM**

**PRE-BIDDERS CONFERENCE: November 20<sup>th</sup>, 2025, 10:00 AM**

**For access, go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

Issue Date: November 17, 2025

**CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR LETTER OF INTEREST (RLI)**

**RLI 26-002 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)**

According to Section 287.055, Florida Statutes Consultant's Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") **and the Pompano Beach Community Redevelopment Association (CRA)** invites professional companies/firms to Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the eBid System (IonWave) or the Purchasing Agent assigned to this solicitation, Eric Seifer ~~Jeffrey English~~, at 954-786-4098, or [eric.seifer@copbfl.com](mailto:eric.seifer@copbfl.com) ~~[Jeffrey.english@copbfl.com](mailto:Jeffrey.english@copbfl.com)~~. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

The City will receive proposals by **2:00:00 p.m. (EST) on December 18, 2025**. Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. 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 firm.

Firms must be registered on the City's eBid System 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 firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Procurement and Contracts Department, City of Pompano Beach, Florida

**SCHEDULE OF EVENTS**

<b>RLI NUMBER:</b>	<b>RLI26-003</b>
<b>RLI TITLE:</b>	<b>CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)</b>
<b>RELEASE DATE:</b>	<b>11/17/2025, at 02:00 P.M.</b>
<b>PREBIDDERS CONFERENCE VIRTUAL ZOOM MEETING</b>	<b>11/20/2025, at 10:00 A.M.</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>12/8/2025, at 12:00 P.M.</b>
<b>RLI RESPONSES DUE DATE/TIME:</b>	<b>12/18/2025, at 02:00 P.M.</b>
<b>EVALUATION COMMITTEE MEETINGS</b>	<b>TBD</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a>

**Non-Mandatory Pre-Proposal Meeting**

The non-mandatory Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on **11/20/2025, at 10:00 a.m.** (local). Attendance at the Pre-Submittal Meeting is non-mandatory. The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>

**A. Introduction**

The City of Pompano Beach **and CRA are** seeking qualified civil engineering firms to work on various projects for the City and 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) can be found here: [Five-Year CIP](#)
- 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.

### **B. Compliance with CCNA**

As a result of this RLI, all services provided under the contract must adhere to the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), as outlined in Section 287.055, Florida Statutes, including any subsequent amendments. The maximum allowable costs for projects or studies conducted under this contract are subject to the limits set by the CCNA, which are periodically adjusted.

The Respondent acknowledges that all services under this contract shall comply with the latest provisions of the Florida Consultants' Competitive Negotiation Act (CCNA), under Section 287.055, Florida Statutes, and any amendments.

Professional services are entered into in accordance with all the procedures of the CCNA between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. (Florida Statutes 287.055 (2) (g) 1. a.

Respondents are responsible for ensuring that their proposals align with the applicable statutory limits in effect at the time of submission and contract execution.

### **C. Scope of Services**

The City intends to issue multiple contracts to civil engineering firms to provide continuing professional services for various projects as needed for the **City and CRA**.

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

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying, and field data analysis.
- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans, and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding, and bid award meetings may also be required.
- Attend the pre-bid conference and prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for the issuance of all agency permits (i.e., Federal, State, County, and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. These may include preliminary and final project acceptance, preparation and approval of punch list items, and project certification as required by all permitting agencies.

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.

#### **D. Task/Deliverables**

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 CRA. Forms shall be completed in their entirety, including the agreed-upon scope, tasks, schedule, cost, and deliverables for the project. The Consultant will be required to provide all applicable insurance requirements.

#### **E. Term of Agreement/Contract**

The contracts will be for a term of five (5) years with no renewals, commencing upon award by the appropriate City officials.

#### **F. Project Web Requirements:**

1. This project will utilize the City-provided project management software web-based project management tool. This application is a collaboration tool that provides all project team members with continuous access to essential project data and up-to-the-minute decision and approval status information through the Internet. The City's project management software is a comprehensive system that will be used to manage all project documents, communications, and costs between the City, lead consultants, sub-consultants, design consultants, contractors, and other stakeholders. City provided project management software 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 companies/firms selected to provide services for the City of Pompano Beach.
2. Lead and sub-consultants shall conduct project controls outlined by the City project manager, and/or construction manager, utilizing City-provided project management software. The city shall provide the designated web-based application license(s) to the prime consultant and sub-consultants. No additional software will be required.

The lead consultants and sub-consultants shall be responsible for logging into the project website daily and, as necessary, staying 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, City 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 the project management system.

#### **G. 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](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is strongly committed to ensuring 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 preference as 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.

#### **H. Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Firm shall upload the response as one (1) file to the eBid System. The file size limit for uploads is 250 MB. If the file size exceeds 10 MB, the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** To maintain comparability and expedite the review process, proposals must be organized as specified below, with sections clearly labeled.

**Title page:**

Show the RLI number, the name of the Firm's company/firm, the address, the telephone number, the name of the 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 Firm's understanding of the RLI solicitation and express a positive commitment to provide the services described herein. Please state the name(s) of the person(s) who will be authorized to make representations for the Firm, their title(s), office, and email addresses and telephone numbers. Please limit this section to two (2) pages.

**Technical Approach:**

Companies/Firms or teams shall submit their sample technical approach to the tasks described in the solicitation, including details of how each phase of the proposed project would be completed and how

their company/firm proposes maintaining time schedules and cost controls.

**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 the respondent's activities in relation to the project.

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

**Project Team Form:**

Prepare and submit a completed "Project Team" form. This form aims to identify the proposed team's key members, including any specialty subconsultants.

**Organizational Chart:**

Specifically, identify the management plan (if needed) and provide an organizational chart for the project team. The Firm must describe, at a minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating 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 of Services section of this solicitation. Include the knowledge of the prime consultants and other members of the project team, such as additional personnel, sub-consultants, branch office staff, team members, and other resources expected to be utilized for this project. Name specific projects [completed within the past five (5) years] where the team members have performed similar projects previously.

**Resumes of Key Personnel:**

Include resumes for key personnel for prime and sub-consultants.

**Office Locations:**

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. 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 companies/firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the companies/firms will arrange for a local office during the term of the agreement/contract, if necessary.

**City Forms:**

The Firm 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 Firm is financially solvent. It has sufficient financial resources to perform

the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional evidence of financial solvency, including additional documents post-proposal opening and before evaluation that demonstrate the Firm's ability to perform the resulting agreement/contract and provide the required materials and/or services.

### **Reviewed and Audited Financial Statements:**

Firms shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the agreement/contract. Firms shall provide a complete financial statement of the company's/firm's most recent audited financial statements, indicating the 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 before the date of filing this solicitation's response. The financial statements must be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserves the right to reject financial statements in which the financial condition shown is twelve (12) months or more before the submittal date.

The City is a public agency subject to Chapter 119, Florida's Public Records Law, and must 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 Firm is financially solvent. It has sufficient financial resources to perform the agreement/contract and shall provide proof of its financial solvency. At its sole discretion, the City may ask for additional proof of financial solvency, including additional documents post-proposal opening and before evaluation that demonstrate the Firm's ability to perform the resulting agreement/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 three (3) months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last two (2) years
- 4) Letter from CPA showing profits and loss statements (certified)

### **I. Insurance Requirements**

The insurance requirements for this RLI are included in **Exhibit B** and form an integral part of this bid submission. All coverage and limits outlined therein will be met or exceeded by the bidder upon award of the contract.

### **J. Selection/Evaluation Process**

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission. The City Manager will approve a selection evaluation committee to assist in evaluating the Letter of Interest(s) received and to select the most qualified firm(s). All Letters of Interest will be assessed by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RLI. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation

Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of an Agreement.

Proposals will be evaluated using the following criteria:

<b>Line</b>	<b>Criteria</b>	<b>Points Range</b>
1	<b>Prior experience of the firm with projects of similar size and complexity:</b> a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm	0-15
2	<b>Qualifications of personnel, including subconsultants:</b> a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-15
3	<b>Proximity of the nearest office to the project location:</b> a. Location b. b. Number of staff at the nearest office	0-15
4	<b>Current and Projected Workload</b> The rating is intended to reflect the workload (both current and projected) of the firm, the staff assigned, and the percentage availability of the assigned staff member. Respondents who fail to note both existing and projected workload conditions and the percentage of availability of staff assigned shall receive zero (0) points	0-15
5	<b>Demonstrated Prior Ability to Complete Project on Time</b> Respondents will be evaluated based on the information provided regarding the firm's experience in completing and adhering 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.	0-15
6	<b>Demonstrated Prior Ability to Complete Project on Budget</b> Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should demonstrate a comparison between the initial negotiated task costs and the actual completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents who fail to provide the requested schedule and budget information will receive zero (0) points.	0-15
<del>7</del>	<del><b>Florida Small and Minority Business Certification</b> Is the firm a certified minority business enterprise as defined by the Florida</del>	<del>0-10</del>

**Local Vendors Program**

If the firm qualify under the City's Tier 1 Local Vendor Program

Exhibit "A"

If the firm qualify under the City's Tier 2 Local Vendor Program

2.5

~~Small and Minority Business Assistance Act of 1985? (Certification of any subcontractors should also be included with the response.) An additional 5% for Tier 1/Tier 2 Local Business will be calculated based on each company's combined scoring totals.~~

**NOTE:**

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

The City Commission has the authority to (including, but not limited to) approve the recommendation, reject the recommendation, and direct staff to re-advertise this 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.

**Tie Breaker:**

In case there is a tie for the highest-ranked firms, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace by the requirements of 287.087, F.S.
- 2) DBE
- 3) Coin Toss

**Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any Letter of Interest containing material deviations from the RLI. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive statement received and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole firm, or may recommend rejecting the proposal.

**Committee's Recommendations:**

The Evaluation Committee may recommend either rejecting the received Letter of Interest or awarding the contract.

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation sessions with as many ranked responsive firms as it deems appropriate, in its sole judgment, before making its recommendation for award, starting with the highest-ranked firm, then the second highest-ranked firm, and so on.

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.

The Committee also has the discretion to recommend negotiations with only a single responsive firm if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, or specification during an exempt negotiation session with the highest-ranked

responsive firm.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of at least three firms deemed to be the most highly qualified to perform the service. If three or fewer firms respond to the Solicitation, the list will contain the ranking of all responses.

**Determination of Award:**

The City Commission shall consider the Committee's award recommendation for this RLI and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all statements received, in which case the City may choose to re-advertise this solicitation "as is" or by adopting a modified version.

**K. Hold Harmless and Indemnification**

Firm covenants and agrees that it will indemnify hold harmless the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suits, 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 agreement/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.

**L. Right to Audit**

Awarded company's/firm's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, sub-contract/sub-consultants files (including proposals of successful and unsuccessful firms), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during regular working hours, by City'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 Awarded Firm r or any of its payees under the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the service, and until five (5) years after the date of final payment by the City to the awarded company/firm under the agreement/contract.

The City agent or its authorized representative shall have access to the awarded company's/firm's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City agent or authorized representative shall give auditees reasonable advance notice of intended audits.

The awarded company/firm shall require all subcontractors/sub-consultants, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements in any written

agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the contractor/consultant under the agreement/contract.

#### **M. Retention of Records and Right to Access**

The City is a public agency subject to Florida Statutes Chapter 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the awarded company/firm shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the 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 Florida Statutes Chapter 119, 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 agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
5. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the awarded company/firm, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the awarded company/firm 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.

#### **N. Communications**

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

#### **O. No Discrimination**

No discrimination shall be made based on race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

#### **P. Independent Contractor**

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

**Q. Staff Assignment**

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

**R. Agreement/Contract Terms**

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

- The agreement/contract shall include, at a minimum, the entirety of this solicitation and the awarded proposal. The City of Pompano Beach City Attorney shall prepare it.
- If the City 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/consultant, its employees, agents, or servants during the performance of the agreement/contract, whether directly or indirectly, awarded The company/firm agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

**S. Termination of the Contract**

The City of Pompano Beach may terminate the contract resulting from this Solicitation without cause upon providing the 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 party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party 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.

**T. Waiver**

It is agreed that no waiver or modification of the agreement/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. 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 the agreement/contract or the right or obligations of any party under it unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**U. Survivorship Rights**

The agreement/contract resulting from this solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

**V. Manner of Performance**

Firm agrees to perform its duties and obligations under the agreement/contract resulting from this solicitation professionally and by all applicable local, federal, and state laws, rules, and regulations.

Firm agrees that the services provided under the agreement/contract resulting from this solicitation shall be provided by educated, trained, experienced, certified, and licensed employees in all areas encompassed within its designated duties. Firm agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Firm 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 licenses, permits, registration, authorization, or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of the Firm to comply with this paragraph shall constitute a material breach of the agreement/contract.

#### **W. Acceptance Period**

Proposals submitted in response to this solicitation must be valid for no less than one hundred and twenty (120) days from the closing date.

#### **X. Conditions and Provisions**

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

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

All firms are required to provide all information requested in this solicitation. Failure to do so may result in the proposal being disqualified.

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 City's best interest 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 an agreement/contract for the items herein, in part or whole, if it is determined to be in the City's best interests to do so.

The City shall not be liable for any costs incurred by the Firm in preparing proposals or for any work performed therein.

#### **Y. Standard Provisions**

##### **1. Governing Law**

Any agreement/contract 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/contract will be in Broward County, Florida.

##### **2. Licenses**

To perform public work, the awarded company/firm 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**

To determine any possible conflict of interest, each Firm must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or employee, the Firm must file a statement

with the Broward County Supervisor of Elections under Florida Statute, Section 112.313.

4. Drug-Free Workplace

The awarded company(s)/firm(s) will be required to verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute, Section 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction by a public entity crime may not submit a proposal on an agreement/contract to provide any goods or services to a public entity, may not submit a proposal on an agreement/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, sub-contractor, consultant or sub-consultant under agreement/contract with any public entity, and may not transact business with any public entity over the threshold amount provided in Florida Statute, Section 287.017, for Category Two for thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

Suppose the awarded company/firm requires or desires to use any design, trademark, device, material, or process covered by letters patent or copyright. In that case, the awarded company/firm and his surety shall indemnify and hold harmless the City from any claims for infringement because 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 because of any infringement at any time during or after completion of the work.

7. Permits

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

8. Familiarity with Laws

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, and regulations that may affect/their services under this solicitation. Ignorance on the part of the company/firm will not relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A company/firm may withdraw its proposal without prejudice, provided that it is done no later than the advertised deadline for proposal submission, by written communication to Procurement and Contracts, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Company(ies)/Firm(s) 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 agreement/contract or written amendment to the 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

Invoicing and Payments are governed by Article 10 (Contract Payments) of the General Conditions. All invoicing, approvals, and payment timelines are governed by Article 10. If there is a conflict, Article 10 controls.

All invoices should be sent to the department associated with the contract. By Florida Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of a proper invoice.

### 12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The awarded company/firm shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Firm shall:
  - i. Keep and maintain public records required by the City to perform the service;
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the 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 Florida Statutes, Section 119 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 agreement/contract term and following completion of the agreement/contract if the awarded company/firm does not transfer the records to the City; and
  - iv. Upon completion of the agreement/contract, transfer all public records in possession of the awarded company/firm at no cost to the City, or keep and maintain public records required by the City to perform the service. If the awarded company/firm transfers all public records to the City upon completion of the agreement/contract, the awarded company/firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded company/firm keeps and maintains public records upon completion of the agreement/contract, the contractor/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 compatible with the City's information technology systems.
- b. Failure of the contractor/consultant to provide the above-described public records to the City within a reasonable time may subject the contractor/consultant to penalties under Florida Statute Section 119.10, as amended.

## **PUBLIC RECORDS CUSTODIAN**

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

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253, Pompano Beach, Florida 33060**

**Phone: (954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

## **Z. Questions, Communication, and Addendums**

All questions regarding this solicitation will be submitted using the Questions feature in the eBid System. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this solicitation in the eBid System, and it is the firm's responsibility to obtain all addenda before submitting a response to this solicitation.

Issuing a written addendum or posting an answer in response to a question submitted through the Questions feature in the eBid System are the only official methods for interpretation, clarification, or additional information. If any addendum is issued for this solicitation, it will be issued via the eBid System. Before submitting its response, each firm is responsible for contacting the City's Procurement and Contracts Department at (954) 786-4098 to check if an addendum has been issued and to include it in its proposal. Each addendum will be posted to the solicitation in the eBid System.

### **AA. Protest Procedures**

**Protesting of Bid Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this RLI, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after the electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day, excluding Fridays, Saturdays, Sundays, state holidays, and days on which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, Procurement and Contracts Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060.

**Posting of Bid Recommendations/Tabulations:** RLI Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> and will remain posted for 72 hours. Any change to the date and time established herein for the RLI Recommendations/Tabulations posting shall be posted at <http://www.pompanobeachfl.ionwave.net>. If the date and time of the posting of RLI Recommendations/Tabulations are changed, each Bidder is responsible for ascertaining the revised date of the posting of RLI Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RLI tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, and days during which the City administration is closed shall be excluded from the computation of the 72 hours. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day that is not a Friday, Saturday, or Sunday, a state holiday, or a day during which the City administration is closed. No submissions made after the Bid opening, amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall physically deliver and post with the City, at the time of filing the formal written protest, an original bid protest bond, payable to the City, in an amount

equal to one percent (1%) of the City's estimate of the total volume of the contract. The City shall provide the estimated contract amount to the Proposer within 72 hours, excluding Fridays, Saturdays, Sundays, and other days during which the City administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, the City may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the City prevails, the City shall recover all costs and charges, which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. The bid protest bond shall be returned upon payment of such costs and charges by the protestant. If the protester prevails, then the protester shall recover from the City all expenses and charges incurred by the City. Payment can be made by electronic check (e-check), Visa, MasterCard, or an established escrow account code.

**END OF THE RLI**

# Pompano Beach eBid System Bid Addendum Confirmation: RLI26-003 Addendum 1 (Continuing Contracts for Civil Engineering Services - CCNA)

Message Date 11/18/2025 04:57:04 PM (ET)

Priority NORMAL

Message From pompanobeachfl@customer.ionwave.net  
Pompano Beach eBid System

Your addendum has been issued by the system on the following opportunity and it is now available to suppliers.

Issue reason:

This Addendum includes the following:

- The purchasing agent information has been updated.
- The information for the virtual pre bidders conference is included in the Activities task.

## Bid Opportunity Information

Bid Number: RLI26-003 Addendum 1

Bid Title: Continuing Contracts for Civil Engineering Services - CCNA

Issue Date: 11/17/2025 06:09:26 PM (ET)

Close Date: 12/18/2025 02:00:00 PM (ET)

Question Cut Off Date: 12/8/2025 12:00:00 PM (ET)

## Bid Notes

According to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to submit a Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must be sent through the eBid System (IonWave) or to the Purchasing Agent assigned to this solicitation, Jeffrey English, at 954-786-4098 or jeffrey.english@copbfl.com. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an

Addendum issued to the RLI is not binding on the City of Pompano Beach.

Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposals received after the specified due date and time will not be considered. Any uncertainty about the time a proposal is received will be resolved against the firm, if you don't mind.

Firms must be registered on the City's eBid System 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://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

The system can be accessed at: <https://pompanobeachfl.ionwave.net/>

Questions about this system can be directed to:  
City of Pompano Beach, FL Purchasing Division by emailing [Purchasing@copbfl.com](mailto:Purchasing@copbfl.com) or by calling 954-786-4098

Username	User Name	Email	Delivery Status
ESEIFER	Seifer, Eric	<a href="mailto:eric.seifer@copbfl.com">eric.seifer@copbfl.com</a>	Delivered

## Pompano Beach eBid System Bid Addendum Confirmation: RLI26-003 Addendum 2 (Continuing Contracts for Civil Engineering Services - CCNA)

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Message Date 11/28/2025 03:20:38 PM (ET)

Priority NORMAL

Message From pompanobeachfl@customer.ionwave.net  
Pompano Beach eBid System

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Your addendum has been issued by the system on the following opportunity and it is now available to suppliers.

Issue reason: This Addendum is issued to modify and clarify the bid documents for the solicitation. All proposers shall acknowledge receipt of this Addendum in their response.

1. Evaluation Criteria No. 7 – Local Vendor Program
2. Contract Usage – City and CRA

All other terms and conditions of the solicitation remain unchanged.

### Bid Opportunity Information

Bid Number: RLI26-003 Addendum 2

Bid Title: Continuing Contracts for Civil Engineering Services - CCNA

Issue Date: 11/17/2025 06:09:26 PM (ET)

Close Date: 12/18/2025 02:00:00 PM (ET)

Question Cut Off Date: 12/8/2025 12:00:00 PM (ET)

### Bid Notes

According to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to submit a Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must be sent through the eBid System (IonWave) or to the Purchasing Agent assigned to this solicitation, Jeffrey English, at 954-786-4098 or jeffrey.english@copbfl.com. No other



City of Pompano Beach  
Procurement and Contracts Department  
1010 N.E. 3rd Avenue  
Pompano Beach, Florida, 33060

## ADDENDUM # 3

### RLI26-003 Continuing Contracts for Civil Engineering Services - CCNA

Date: November 28, 2025

#### Updates to Bid Documents

This Addendum is issued to modify and clarify the bid documents for the above-referenced solicitation. All proposers shall acknowledge receipt of this Addendum in their response.

#### 1. Evaluation Criteria No. 7 – Local Vendor Program

Evaluation Criteria No. 7 has been updated to reflect the requirements of the City of Pompano Beach **Local Vendor Program Ordinance**. Proposers will now be evaluated in accordance with the ordinance provisions, including Tier 1 and Tier 2 local vendor participation. Please ensure that all supporting documentation is submitted with your proposal to receive consideration under this criterion.

#### 2. Contract Usage – City and CRA

This RLI will be used by both the **City of Pompano Beach** and the **Pompano Beach Community Redevelopment Association (CRA)**. Separate agreements will be executed for each entity under the resulting award. The template for the CRA agreement is included in the Bid Attachments tab.

Please be advised that all revisions made to the body of the solicitation have been incorporated directly into the document. To facilitate easy identification, all changes are **highlighted in red text**. Proposers are responsible for carefully reviewing the solicitation and ensuring that their responses accurately reflect the updated requirements.

**All other terms and conditions of the solicitation remain unchanged.**

*Michael Lee*

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Purchasing Agent

cc: website

member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposals received after the specified due date and time will not be considered. Any uncertainty about the time a proposal is received will be resolved against the firm, if you don't mind.

Firms must be registered on the City's eBid System 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://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

The system can be accessed at: <https://pompanobeachfl.ionwave.net/>

Questions about this system can be directed to:  
City of Pompano Beach, FL Purchasing Division by emailing [Purchasing@copbfl.com](mailto:Purchasing@copbfl.com) or by calling 954-786-4098

<b>Username</b>	<b>User Name</b>	<b>Email</b>	<b>Delivery Status</b>
PERLUI	Perez, Luis	<a href="mailto:luis.perez@copbfl.com">luis.perez@copbfl.com</a>	Opened

**EXHIBIT B - Insurance Requirements**

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 the employment, control, and conduct of its employees and for any injury sustained by such employees in the course of their employment. If the firm has no employees or (only principals/owners), they may file a statutory exemption or sign the City's Workers' Compensation (WC) waiver if the firm has fewer than four employees.

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	<b>premises - operations</b>	<b>bodily injury and property damage</b>
	<b>explosion &amp; collapse</b>	
	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

**\*The city must be listed as Additional Insured and coverage must be Primary & Non-Contributory.**

**Coverages must include premises/operations, independent contractors, contractual liability, products/completed operations, and broad form property damage.**

**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 \$1,000,000 \$1,000,000 property damage combined

<b>PROFESSIONAL LIABILITY</b>	<b>Per Occurrence</b>	<b>Aggregate</b>
XX * Policy to be written on a claims made basis	\$1,000,000	\$2,000,000

**\*The vendor must maintain coverage with a minimum of \$1,000,000 per claim and \$2,000,000 aggregate for contracts under \$7.5M in construction value. The policy must cover negligent acts, errors, or omissions arising from professional services and the vendor must maintained coverage for the duration of the contract and at least 4 years after project completion.**

(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.

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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.		

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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.

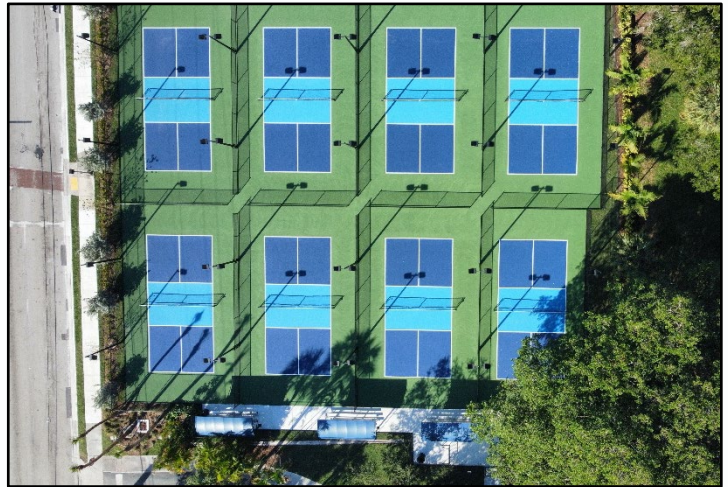
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without 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.

**Exhibit B – Cover Page**

- 1. Consultant's Response**
- 2. Consultant's Rate Sheet**
- 3. Sunbiz**



**REQUEST FOR LETTER OF INTEREST RLI 26-003**  
**CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)**  
**December 18, 2025**



Munson Design and Consulting, Inc.  
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](mailto:shane@mdcengineers.com)



*From Concept to Reality  
Providing Engineered Solutions*

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December 18, 2025

City of Pompano Beach  
1190 NE 3<sup>rd</sup> Avenue, Building C  
Pompano Beach, Fl. 33060

Re: Letter of Transmittal; RLI26-003  
Continuing Contract for Civil Engineering Services (CCNA)

To Whom It May Concern:

This Letter of Transmittal is in response to the City's recent advertisement seeking civil engineering firms to provide continuing professional services to the City of Pompano Beach for various projects.

Munson Design and Consulting, Inc. (MDC) is a specialized engineering and surveying firm focused on Land Development Engineering. Based in Parkland, Florida and established in 1999 by Shane Munson, P.E., MDC offers experienced personnel capable of managing projects of varying complexity. The firm integrates sustainable "Green Design" principles to promote responsible natural resource management in all its projects.

MDC is 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 design 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. Mr. will be responsible for conducting most of the construction inspections. Munson with the availability of the three additional employees to lend a hand if the project demands more of a full-time representative on site. Florida Engineering and Testing, Inc., a geotechnical engineering and B&D Environmental Group, LLC., a utility cleaning, videotaping and sub-surface utility location finding firm joins our team to provide services for tasks that are often required for civil engineering projects. GSLA will provide landscape architecture. PlanW3est will provide their expertise in planning and issues requiring an arborist.

MDC is a full-service engineering and surveying firm with expertise in asphalt and concrete pavement design; drainage analysis and design; pavement marking and signage; water distribution and sanitary sewer systems and handicap accessibility related designs. From 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 history and experience in working with local and state governments. We effectively communicate in a timely manner with all parties involved to ensure that a project's schedule and budget is maintained. Our firm has worked on more than 30 City projects over the past 15-plus years. We take immense pride in having established an effective working relationship with City staff on projects ranging from retrofitting existing drainage systems at City buildings or along City streets to designing soccer fields and pickleball courts. While we are not large in number, our past performance with the City proves that our firm is conscientious of the timelines and budgets involved with each project while also being able to immediately address any unforeseen conditions that often occur with engineering projects.

Our firm's focused and hands-on approach enables direct collaboration with City staff, ensuring timely and effective resolution of technical and practical concerns while maintaining project budgets. Our proven experience demonstrates our ability to deliver the quality and professionalism of a large firm, with the added benefits of:

- Personalized, one-on-one service
- Prompt communication
- Consistent adherence to deadlines
- Cost-effective solutions for taxpayers

The MDC Team sincerely appreciates your consideration of these services and anticipates the opportunity to collaborate with the City on future projects related to 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

## TECHNICAL APPROACH

Each project assigned to MDC will always begin with direct engagement with City staff to clarify project requirements and objectives. Specific project tasks will be identified for each subcontractor during this time. This will be done regardless of the size of the project. Consequently, a project schedule with identified goals will be set and given to each team member. This approach leads to a 'bubble up approach' where the scheduling and completion of one task leads to another. Such tasks are started without the City Staff having to direct any of this process. The survey is always started early and produced so that existing utility as-builts can be laid out. Utilities can also be investigated, and soft dig services conducted.

Other schematic designs and preliminary calculations are started simultaneously such as building and parking lot layouts, Arborist and landscape discussion with City Landscape Department can begin, etc. Planning tasks will be initiated concurrently so the permitting flow and process with any City DRC Staff can begin.

MDC will prepare pre-application meetings and a sound design that can be presented to the various permitting agencies for review. The more technically sound the design, the less comments will be received and therefore save time in obtaining the permits. MDC delivers a high-quality engineered design suitable for permitting agency review, minimizing comments and expediting permit acquisition.

### 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](mailto:shane@mdcengineers.com)**

**Web Site: [mdcengineers.com](http://mdcengineers.com)**

## REFERENCE PROJECTS

The following outlines MDC's current/completed City of Pompano Beach Projects.

### **Drainage Improvements for Drainage Study Area #25 aka SE 15th Avenue and SE 1st Street – 2025 for the City of Pompano Beach Engineering**

Reference Name: Matthew Kudrna, City of Pompano Beach

Phone Number: 954-786-5512

Email Address: Matthew.Kudrna@copbfl.com

Estimated Construction Project Value: \$2,100,000

Responsibilities: This project is nearing the end of design and permitting for the City. MDC's responsibilities included providing a full rights-of-way survey for all roads, and full civil design retrofitting approximately ten city blocks with a drainage system along with all associated engineering permitting and construction inspections.

### **Kip Jacoby Park Pickleball Courts – 2025 for the City of Pompano Beach Engineering Dept.**

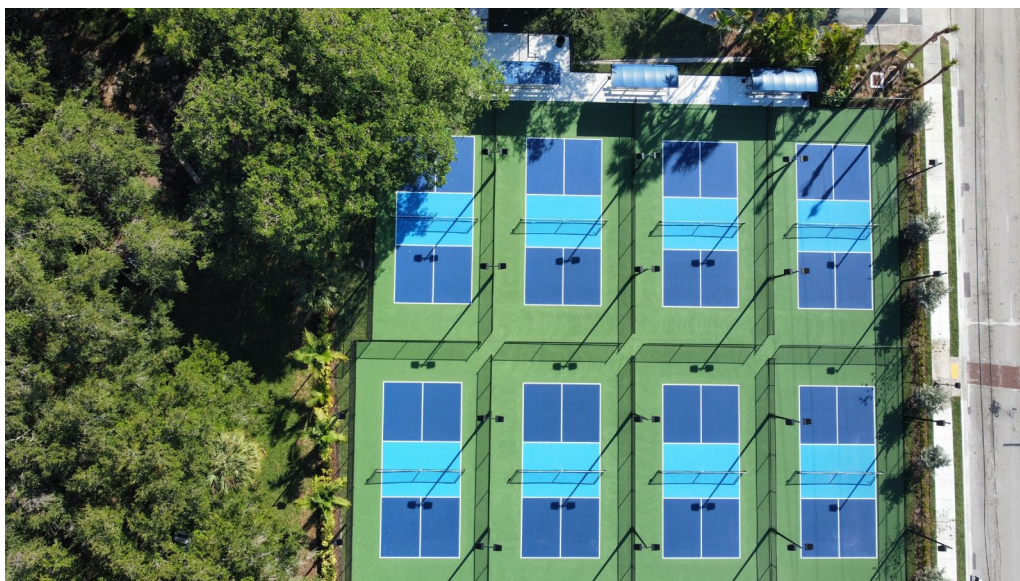
Reference Name: Tammy Good, City of Pompano Beach

Phone Number: 954-786-5512

Email Address: Tammy.Good1@copbfl.com

Estimated Construction Project Value: \$1,200,000

Responsibilities: This project is nearing the end of construction. MDC was the project design manager and leader taking this job through the City's D.R.C. process and providing a full scope of designs for this eight (8) court pickleball facility which supplements the existing park. The new courts have new drainage system, a lighting package and a full landscape package.



**City of Pompano Beach’s Senior Activity Center Overflow Parking Lot – 2025 for the City of Pompano Beach Engineering Dept.**

Reference Name: Tammy Good, City of Pompano Beach

Phone Number: 954-786-5512

Email Address: Tammy.Good1@copbfl.com

Estimated Construction Project Value: \$800,000

Responsibilities: The project was finished in 2025. MDC was the project design leader taking this job through the City’s D.R.C. process and providing a full scope of designs for this auxiliary parking lot which supplements the existing Senior Center. The new parking lot has lighting and a full landscape package.



**NW 22 Street Drainage Improvements- 2025- for the City of Pompano Beach Engineering Dept.**

Reference Name: Christopher Schlageter, City of Pompano Beach

Phone Number: 954-786-5512

Email Address: Christopher.Schlageter@copbfl.com

Estimated Construction Project Value: \$1,100,000

Responsibilities: This project was completed in 2025 for the City. MDC was responsible for a rights-of-way survey, civil design to retrofit NW 22nd Street with drainage, and all related permitting and construction inspections.



**Drainage Improvements for Drainage Study Area #24 aka NW 7th Terrace and Weaver Park – 2024 for the City of Pompano Beach Engineering**

Reference Name: Matthew Kudrna, City of Pompano Beach

Phone Number: 954-786-5512

Email Address: Matthew.Kudrna@copbfl.com

Estimated Construction Project Value: \$500,000

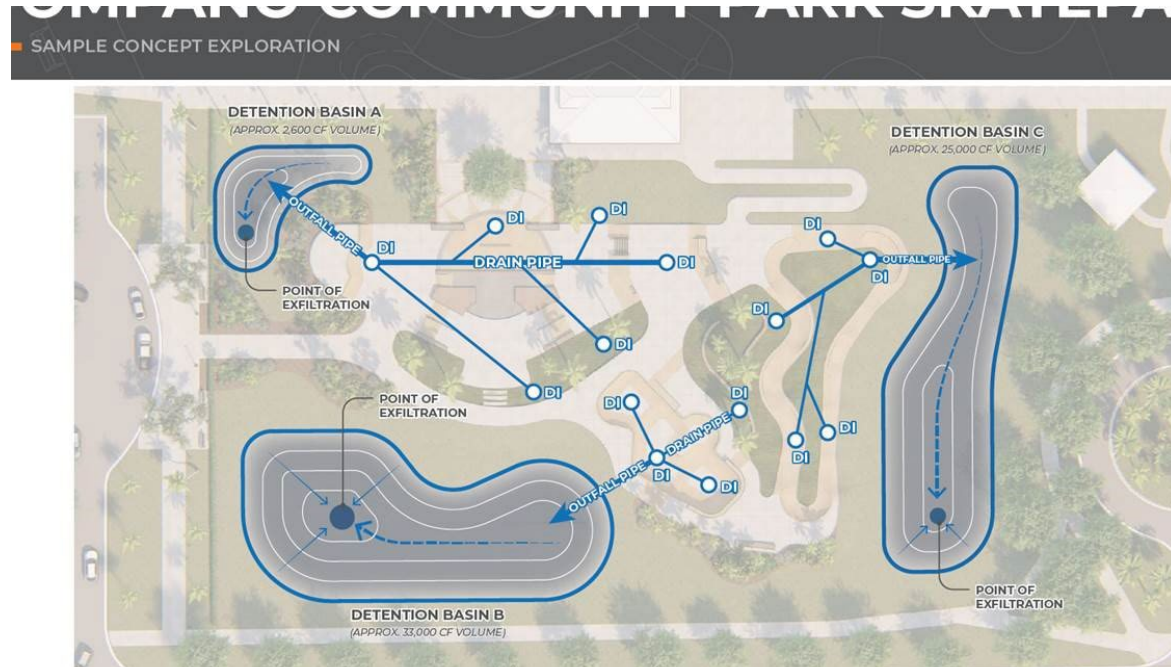
Responsibilities: This project was completed in 2024. MDC's responsibilities included providing a full rights-of-way survey for a portion of Weaver Park and all roads in question along with full civil drainage designs for retrofitting the roads and park with a drainage system.



**Solidarity Skate Park at COPB North Community Park- 2025- for the City of Pompano Beach through New Line Skateparks, Inc.**

Reference Name: Andrew Doyle, PLA, ASLA  
 Phone Number: 504-401-0321  
 Email Address: andrew@newlineskateparks.com  
 Estimated Construction Project Value: \$1,000,000

Responsibilities: MDC handled drainage design and permitting with Broward County. Construction has not yet started.



**NW 3<sup>rd</sup> and NE 4<sup>th</sup> Streets Drainage Improvements - 2020 for the City of Pompano Beach**

Reference Name: Tammy Good, City of Pompano Beach  
 Phone Number: 954-786-5512  
 Email Address: Tammy.Good1@copbfl.com

Estimated Construction Project Value: \$1,400,000

Responsibilities: This project was completed in 2023 for the City. MDC's responsibilities included providing a full rights-of-way survey for the two roads, and a full civil design for retrofitting these two roads with a drainage system along with all associated engineering permitting and construction inspections.

**Emergency Construction Stake-Out Surveying Services - 2019 for the City of Pompano Beach Public Works Department**

Reference Name: Arthur Lindsey, City of Pompano Beach  
 Phone Number: 954-803-6420

Email Address: Arthur.lindsey@copbfl.com

Construction Project Value: \$2,000

Responsibilities: MDC provided emergency surveying construction stake-out services for the City when the City's hired surveyor could not perform of the Christmas and New Year's Holiday periods. MDC stepped in and provided construction stake-out for the construction of the parking lot which was under a major time crunch.

**Blount Road Asphalt Analysis - 2018 for the City of Pompano Beach Public Works Department**

Reference Name: Arthur Lindsey & Michael Carter, City of Pompano Beach

Phone Number: 954-786-4146

Email Address: michael.carter@copbfl.com

Construction Project Value: To be determined.

Responsibilities: MDC provided an analysis of the existing asphalt on a portion of Blount Road including asphalt core drill samples and analysis along with a report with recommendations for the replacement of this roadway's surface.

**Herb Skolnick Community Center - 2014 for the City of Pompano Beach**

Reference Name: Tammy Good, City of Pompano Beach

Phone Number: 954-786-5512

Email Address: Tammy.Good1@copbfl.com

Construction Project Value: \$200,000

Responsibilities: 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 oversaw sub consultants like the Landscape Architect and Electrical Engineer.

**NE 1<sup>st</sup> Street Drainage Improvements - 2013 for the City of Pompano Beach**

Reference Name: Alessandra Delfico, PE, City of Pompano Beach City Engineer

Phone Number: 954-786-4144

Email Address: Alessandra.Delfico@copbfl.com

Construction Project Value: \$125,000

Responsibilities: Civil design of the drainage system to retrofit this existing roadway that had some ponding problems and obtaining all engineering permits with the County.

**North Pompano Park Soccer Fields – 2023 for City of Pompano Beach CRA**

Reference Name: Horacio Danovich, Pompano Beach CRA

Phone Number: 561-640-3145

Email Address: Horacio.Danovich@copbfl.com

Estimated Construction Project Value: Project not constructed.

Responsibilities: Designed various parking lot scenarios for the CRA to alleviate the parking problems during soccer season.

### **CITY OF POMPANO BEACH DIVITO PARKING LOT**



PRE-DEVELOPMENT PHOTO



PRE-DEVELOPMENT PHOTO

The City of Pompano Beach (City) has entered into a lease agreement with Eugene Divito, President of Divito Enterprises L.P. (Divito) that allowed the City to construct and maintain a surface parking lot facility for a minimum of five years with an option for an additional five years. The parking lot was constructed for public use to better serve the adjacent businesses of Harbor Village. This lot is to be used as overflow parking for tenant employees and valet parking services in support of existing and new restaurants.

The parking restrictions are as follows: The lot is available to Harbor Village tenants and patrons from 8:00 AM until 5:00 PM, seven days a week and will be available for valet parking services from 5:00 PM until midnight, seven days a week.

### **CITY OF POMPANO BEACH'S COMMUNITY PARK SOCCER FIELD**



POST-DEVELOPMENT PHOTO



POST-DEVELOPMENT PHOTO

This project involved transforming a grassy play area and baseball fields into an authentic soccer field, complete with turf grass, goal nets, small bleachers, and benches for players. All existing infrastructure was preserved and incorporated into the design for the new 345'x210' professional soccer field.

### NW 9<sup>th</sup> STREET EXTENSION



PRE-DEVELOPMENT PHOTO LOOKING TOWARDS POWERLINE ROAD



The NW 9<sup>th</sup> Street extension involved the extending NW 9<sup>th</sup> Street to connected to Powerline Road. All roadway components, including pavement markings, signage, sidewalk extensions, drainage systems, and asphalt pavement, were designed. The required permits from the Florida Department of Transportation (FDOT) have were obtained by MDC.

PRE-DEVELOPMENT PHOTO LOOKING TOWARDS THE EAST

**CITY OF POMPANO BEACH HERB SKOLNICK COMMUNITY CENTER**

NEW DRAINAGE INSTALLATION

This project involved adding a 31-parking stall parking lot to the existing Community Center. MDC began this project by conducting a boundary survey which was then utilized to provide the City with a full civil design that included paving, grading and drainage; site signing and marking design. All engineering permits required from City and Broward County's Surface Water Division were obtained by MDC. MDC also managed other sub consultants such as the Landscape Architect and Electrical Engineer.

## CITY OF POMPANO BEACH AQUATIC CENTER ADA IMPROVEMENTS



MDC provided the civil engineering design to bring the Aquatic Center into compliance with current ADA standards by improving the pedestrian ramps; installing handrails; and updating other non-compliant ADA features at the entrance to the Center.

## CITY OF POMPANO BEACH ENGINEERING BUILDING ADA IMPROVEMENTS



For the City of Pompano Beach's Engineering Building, MDC designed ADA improvements for the facility that included the replacement of a pedestrian ramp and installing a sidewalk according to current ADA standards. This job was part of the City's efforts to bring facilities up to current ADA code for many of the non-compliant ADA locations around the City.

**CITY OF POMPANO BEACH FOUNDER'S PARK TENNIS COURT RENOVATIONS**



MDC's services for Founders Park included the site survey; civil engineering design of the paving and grading; marking design; and obtaining all engineering permits required to renovate the existing tennis courts.

### CITY OF POMPANO BEACH NE 1<sup>ST</sup> STREET DRAINAGE IMPROVEMENTS



Existing Conditions

An architectural rendering showing a proposed urban improvement project. It features a paved walkway with a brick pattern, several palm trees, and people walking and cycling. The scene is bright and clear, with a blue sky and green foliage. The rendering is framed by a white border.

**ba**  
Bermello Ajamil & Partners, Inc.

**MDC**  
Municipal Design Corporation

**N.E. 1st Street Parking Improvements**  
Date: January 27, 2015

**CRA**  
POMPANO BEACH

The above rendering reflects the proposed improvements for NE 1<sup>st</sup> Street as shown in the existing conditions photograph and is an ongoing project. MDC provided the City of Pompano Beach with civil engineering design of a new drainage system to retrofit the existing roadway that had ponding issues. MDC was also responsible for obtaining all engineering permits with Broward County.

**CITY OF POMPANO BEACH HARBOR VILLAGE ALLEY DRAINAGE IMPROVEMENTS**

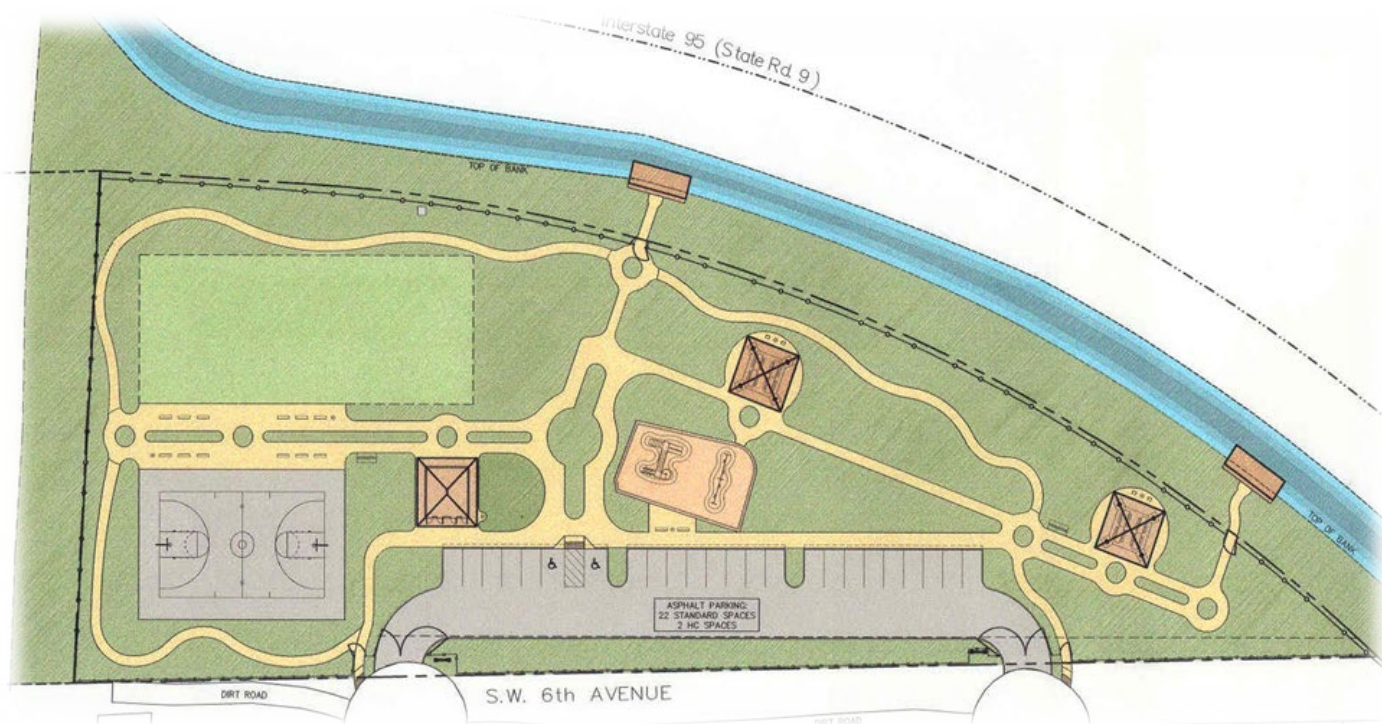


Munson Design and Consulting designed a new drainage system to retrofit a new drainage system for the alley which had no formal drainage system. A striping plan for the new one-way directional traffic and on-street parking was designed by MDC.

**CITY OF POMPANO BEACH COMMUNITY PARK**

The City of Pompano Beach hired MDC to provide civil engineering services for Community Park that included the civil design of the wastewater system; potable water systems; paving, grading and drainage design; signing and marking design; and obtaining all engineering permits.

### CITY OF POMPANO BEACH AVONDALE PARK



For Avondale Park, MDC's civil engineering services for a new City park included the design of the wastewater system; potable water systems; paving, grading and drainage design; signing and marking design; and obtaining all engineering permits.

## CITY OF POMPANO BEACH CANAL POINT PARK



MDC helped the City of Pompano Beach to construct Canal Point Park by providing the civil design of the wastewater system; potable water systems; paving, grading and drainage design; signing and marking design; and obtaining all engineering permits.

- **CITY OF POMPANO BEACH BOYS AND GIRLS CLUB BOUNDARY SURVEY**

MDC provided a Boundary Survey for the City of Pompano Beach's Boys and Girls Club

- **CITY OF POMPANO BEACH GOLF COURSE CULVERT REPLACEMENT**

MDC was responsible for the coordination between the contractor and golf course staff to replace failed drainage culverts on the Pines Golf Course at the number 8 fairway and number 12 tee box.

- **CITY OF POMPANO BEACH EMMA LOU OLSEN COMMUNITY CENTER**

MDC provided civil engineering services to retrofit the design for the drainage system of this existing parking lot.

- **CITY OF POMPANO BEACH MITCHELL MOORE PARK DRAINAGE IMPROVEMENTS**

MDC provided a drainage design retrofitting one of the park's parking lots with a drainage system and obtained the associated permits.

- **CITY OF POMPANO BEACH GOLF COURSE SHELTER REPLACEMENT**

MDC performed the site survey and civil engineering design which included paving and grading while coordinating with the architect's new shelter structure design and obtained all engineering permits.

- **CITY OF POMPANO BEACH GOLF COURSE ADA IMPROVEMENTS**

MDC provided services to bring the City of Pompano's Golf Course into ADA compliance by providing civil engineering design replacing a pedestrian ramp and other non-compliant ADA features to the entrance of the pro shop and restaurant. The new ramp and other features were designed to comply with existing ADA specifications.

MDC has also worked on the following City of Pompano Beach projects:

- 2019 Palm Aire Shelter Site Plan
- 2018 Aquatic Center Topo for Crown of Road Elevations
- 2018 Permitting Services for the Shelter at The Public Safety Complex
- 2017 Soccer Fields at Pompano Park
- 2017 McNair Community Center - ADA Improvements
- 2017 Survey of Various Way-finding Signs
- 2016 Permitting Services (DRC) for Shelter at the Public Safety Complex
- 2016 Mitchell Moore Park - Surveying Services for New Restroom
- 2016 Turn Lane on McNab Road and SE 9th Avenue
- 2016 Sand Spur Park - DRC Permitting Services for the Shelter / Pavilions
- 2016 Public Safety Complex
- 2016 Community Park Youth Basketball Courts Drainage Permitting Services
- 2016 McNair Community Center ADA Improvements Bidding and Construction Services
- 2016 Proposed Off-Site Parallel Parking at Sand Spur Park
- 2016 Sand Spur Park Drainage Permitting Services

## **Municipal or Private Developer Projects.**

### **Walking Trail Park and Park at Century Village Pembroke Pines - 2025 for Century Village**

Reference Name: Daniel Cruz, Cenvill Recreation, Inc.  
 Phone Number: 561-640-3145  
 Email Address: [dcruz@cenrec.com](mailto:dcruz@cenrec.com)  
 Estimated Construction Project Value: \$1,600,000

Responsibilities: This project was completed in 2025. MDC was the project manager and design leader taking this job through the City's D.R.C. process and providing a full scope of designs for this new park. The park was carved out of a vacated right-of-way for a city road and turned into a passive park with half mile walking trail. A new parking lot, site lighting and a full landscape package was designed for this project.



### **SW 148<sup>th</sup> Avenue Drainage Improvements – 2025 for Town of Davie Public Works Department**

Reference Name: Gerardo Diaz, Town of Davie Public Works Department  
 Phone Number: 954-797-1085  
 Email Address: [GDiaz@davie-fl.gov](mailto:GDiaz@davie-fl.gov)  
 Estimated Construction Project Value: \$950,000

Responsibilities: MDC provided a full rights-of-way survey for the road, a full civil design for retrofitting a portion of the road with a drainage system and all associated engineering permitting and construction inspections.



**SW 28th & 29th Street Drainage Improvements – 2024 for the Town of Davie Engineering Department**

Reference Name: Abidemi Ajayi, PE, Town of Davie Engineering Department

Phone Number: 954-797-1096

Email Address: AAjayi@davie-fl.gov

Estimated Construction Project Value: \$250,000

Responsibilities: This project was completed in 2024. MDC provided a full rights-of-way survey for the roads plus full drainage designs for retrofitting a portion of the roads with a drainage system along with all associated engineering permitting and construction inspections.



**Valencia Lakes HOA Pickleball Courts -2024 for the Valencia Lakes HOA**

Reference Name: Gary Romer  
Phone Number: 302-753-3165  
Email Address: garyromer53@gmail.com  
Estimated Construction Project Value: \$360,000

Responsibilities: This project was completed in 2024. MDC was the designer responsible for the entire tennis court to pickleball court conversion with shade structures and drainage system.

**The Towers at Quayside Pickleball Courts - 2024 for the Towers at Quayside POA**

Reference Name: Thomas Davis, GM  
Phone Number: 786-586-6364  
Email Address: quaymgt@aol.com  
Estimated Construction Project Value: \$100,000

Responsibilities: This project, completed in 2024, involved the pickleball court expansion and conversion project for the POA's tennis facility. MDC was the designer.

**Guard House Exit Lane Closure at Century Village Pembroke Pines - 2024 for Century Village**

Reference Name: Daniel Cruz, Cenvill Recreation, Inc.  
 Phone Number: 561-640-3145  
 Email Address: dcruz@cenrec.com  
 Estimated Construction Project Value: \$70,000

Responsibilities: This project involved one lane closure for the busy exit road at Century Village Pembroke Pines and creating a safety space for the facility's security team and one additional parking stall.

**Pohlman Pain Associates Doctor's Office – 2024 for Dr. Pohlman**

Reference Name: Dr. Dane Pohlman, D.O.  
 Phone Number: 314-183-8738  
 Email Address: dane.pohlman@gmail.com  
 Estimated Construction Project Value: \$60,000

Responsibilities: This project was completed in 2025. MDC's responsibilities included a water tap and permitting through BCWWS for fire suppression system as well as parking lot rehabilitation.

**Jupiter Country Club Pickleball and Basketball Courts – 2023 for Jupiter Country Club**

Reference Name: Frank Petitti, GM  
 Phone Number: 314-183-8738  
 Email Address: Frank.Petitti@invitedclubs.com  
 Estimated Construction Project Value: \$650,000

Responsibilities: This project was completed in 2023. MDC was the project design manager and leader taking this job through the Town's D.R.C. process and providing a full scope of designs at the country club's tennis facility. The design was for five (5) new courts and one half court basketball court with lighting and drainage infrastructure.

**Trail Plaza Shopping Center Expansion – 2021 for Investments Limited**

Reference Name: Brian Herbert  
 Phone Number: 954-794-0300  
 Email Address: bherbert@gha.ai  
 Estimated Construction Project Value: \$3,100,000

Responsibilities: This project is in construction. MDC is the civil engineer responsible for the for the infrastructure package from water and sewer to FDOT turn lane and full on-site drainage package with full engineering permitting.

**Cali Café Coffee Shop - 2021 for Investments Limited**

Reference Name: Brian Herbert  
 Phone Number: 954-794-0300

Email Address: bherbert@gha.ai  
 Estimated Construction Project Value: \$3,100,000

Responsibilities: This project was canceled during the permitting phase. MDC was the Civil responsible for the for infrastructure package from water and sewer to FDOT turn lane and full on-site drainage package with full engineering permitting.

### **Cascades Residents Association Pickleball Courts - 2021 for the HOA**

Reference Name: Jeffery Gross, The Castle Group, GM  
 Phone Number: 954-605-3446  
 Email Address: jgross@castlegroup.com  
 Estimated Construction Project Value: \$250,000

Responsibilities: This project was completed in 2022. MDC was the project design manager for the tennis court conversion to pickleball courts providing a full scope of designs at the country club's tennis facility. The design was for eight (8) new pickleball courts.

### **SW 61<sup>st</sup> Avenue Drainage Improvements – 2021 for Town of Davie Public Works Department & C.I.P.**

Reference Name: Osdel Fernandez-Larrea, Director  
 Phone Number: 954-797-1240  
 Email Address: OFernandez-Larrea@davie-fl.gov  
 Estimated Construction Project Value: \$450,000

Responsibilities: MDC's responsibilities include providing a full rights-of-way survey for the roads plus full drainage designs for retrofitting a portion of each road with a drainage system along with all associated engineering permitting.

### **Silverlakes Neighborhood Community - 2020 for the City of North Lauderdale**

Reference Name: George Krawczyk, City of North Lauderdale  
 Phone Number: 954-597-4766  
 Email Address: gkrawczyk@nlauderdale.org

Construction Project Value: \$800,000

Responsibilities: Road right-of-way survey; full civil design of paving and drainage retrofit for three existing City streets which had no working drainage.

### **City of Coconut Creek Public Works Building-2012 for the City of Coconut Creek**

Reference Name: Abbas Zackria, Walters Zackria & Associates-Architect of Record  
 Phone Number: 954-522-4123  
 Email: abbas@wza-architects.com

Construction Project Value: \$8 million

Responsibilities: Included civil design of wastewater system; potable water and fire main distribution 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.

**City of Miramar's Crime Scene Facility- 2015 for the City of Miramar's Police Department**

Reference Name: Kevin Ratigan, Architects Design Group, Inc.-Architect of Record  
 Phone number: 407-647-1706  
 Email: kevinr@adgusa.org

Construction Project Value: \$1 Million

Responsibilities: Civil design of paving, grading and drainage, signing and marking design; a new ingress/egress at Pembroke Road; and obtaining all engineering permits. This project also involved re-recording the plat and amending the Non-Vehicular Access Line (NVAL) for the new driveway.

**Commercial Landings Shopping Center- 2015 for Konover South**

Reference Name: Blair Hyatt, Konover South-Executive VP  
 Phone number: 954-354-8173  
 Email: bhyatt@konoversouth.com

Construction Project Value: \$4.5 Million

Responsibilities: This project involved the development of 9.5 acres of vacant land for the client. Civil tasks included designs of wastewater system; potable water and fire main distribution systems; site paving, grading and drainage design; site signing and marking design; and obtaining all engineering permits including the City of Sunrise's DRC, P&Z, Special Exception and City Commission processes.

**PROJECT TEAM**

RLI NUMBER \_\_\_\_\_

Federal I.D.# \_\_\_\_\_

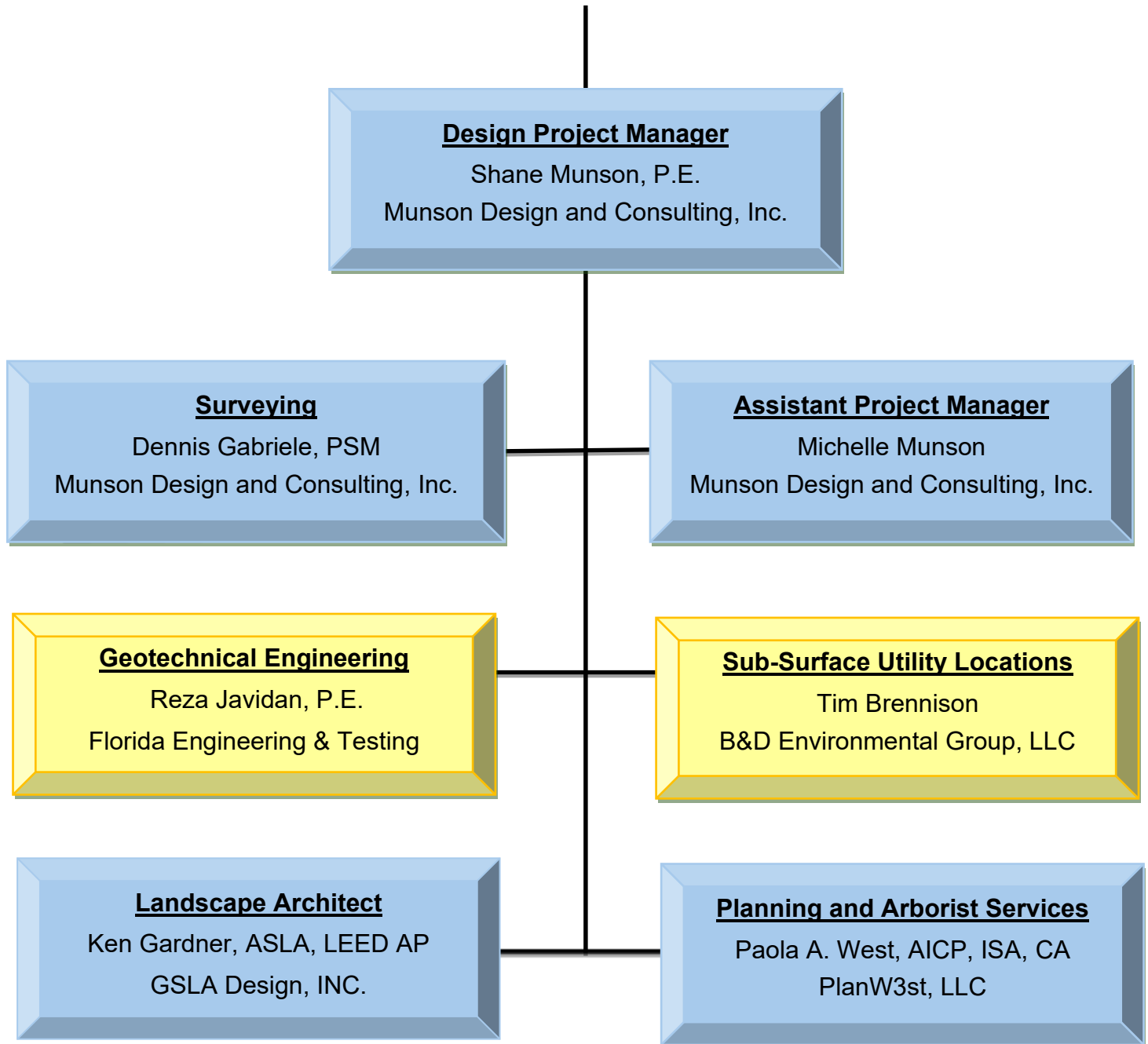
**PRIME**

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	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)



## STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

Munson Design and Consulting has established a strong, collaborative relationship with City of Pompano Beach staff through consistent project delivery since 2004. Our team, including local partners Florida Engineering and B&D Environmental Group, has successfully completed numerous city projects on time and within budget. We offer proven expertise in civil engineering design standards, permitting, and the City's e-permitting process, supported by longstanding, effective partnerships with City staff.

Munson Design and Consulting, Inc. (MDC) has provided over 32 years of engineering service within the tri-county area with the Project Manager, Shane Munson, P.E. also having over 32 years of experience. MDC serves as a CCNA Consulting Engineer for two additional Cities. These are the Town of Davie and the City of North Lauderdale.

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

MDC has extensive experience in drainage engineering, successfully delivering projects across a wide range of settings—from residential neighborhoods and large shopping centers with independent drainage systems to expansive residential developments covering 950 acres. These projects have involved complex challenges such as managing wetlands, streams, and significant off-site stormwater flows. Additionally, MDC has designed and implemented master drainage systems for several City major parks, including the redevelopment of existing facilities to add visitor buildings, ponds, parking lots, and maintenance structures.

To date, MDC has completed over 40 projects for the City of Pompano Beach, as the City being the Client/Owner, demonstrating a strong record of accomplishment, reliability and expertise. Recent projects include:

- Drainage Improvements for Drainage Study Area #25 (SE 15th Avenue and SE 1st Street)
- NW 22 Street Drainage Improvements.
- Drainage Improvements for Drainage Study Area #24 (NW 7th Terrace and Weaver Park)
- Kip Jacoby Park Pickleball Courts
- City of Pompano Beach Community Park
- Senior Activity Center Overflow Parking Lot

- Solidarity Skate Park at COPB North Community Park
- NW 3rd and NE 4th Streets Drainage Improvements

A comprehensive list of MDC's projects for the City of Pompano Beach is available in the Reference Projects section.

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.

Florida Engineering and Testing Inc. is a local firm who specialize in geotechnical testing and analysis. Florida Engineering has extensive experience in soil surveying to properly identify potential undesirable soils, hazardous waste and unsuitable building materials located underground. This subconsultant will also provide field and laboratory testing for items such as subgrade, limerock base and asphalt densities, concrete testing, design mixes and more.

- Dixie Highway Improvements Phase I & II, Pompano Beach  
2021-2024  
Construction material testing for The Whiting-Turner Construction
- Palm Aire Neighborhood Improvements, Pompano Beach  
2023-2024  
Construction material testing for The Whiting-Turner Construction
- Broward County Waste Water Treatment Plant - 2401 N Powerline Rd, Pompano Beach  
2004-Current  
Construction material testing for Hazen & Sawyer, PC

B&D Environmental Group, LLC, (B&D) brings practical hands-on utility investigation work to this team. B&D provides a vactor truck along with TV and video camera inspection equipment that can trace and "map out" a conduit or pipe so the physical location can be traced. B&D has over 25 years of experience and has worked alongside MDC for many years. The following projects detail services provided for several B&D projects

- Pompano Business Center (Buildings G, H, and I) and
- Pompano Industrial Center  
Scope of Services provided for both projects: Cleaning and jetting of pipes and drainage structures, video inspections, locate and clean buried structures using vactor truck and manual labor

- Villages of North Palm Beach (multiple locations)  
Scope: Cleaning and jetting of pipes and drainage structures, replace storm grate, video inspections, locate buried structures and clean using vacor truck and manual labor
- Longpoint 555 NE 185th Street  
Scope: Cleaning and jetting of pipes and drainage structures, cleaning of soakage pits, video inspections, locate buried structures, reinstalled Pollution Retardant Baffles (PRB), and clean using vacor truck and manual labor

GSLA has collaborated with MDC for many years, contributing landscape architecture design expertise to a variety of projects across the tri-county area. As part of the City's Continuing Contract for Civil Engineering Services, GSLA played a key role in the following initiatives:

- Big Tree BBQ- Site Plan, Variance; Restaurant; for the City of Pompano Beach CRA 2025-current  
Scope: Provided site planning and landscaping and irrigation design to enhance community spaces. Process included submittal, coordination, and comment responses, DRC AAC, & PZB meeting attendance
- Vera- Site Plan, Plat, Major Administrative Adjustment; 132-unit 78,734 sq. ft. Mixed Use/Mixed Income Project 2024-current  
Scope: landscaping and irrigation design Process included submittal, coordination, and comment responses, DRC AAC, & PZB meeting attendance, platting submittals through the city and Broward County, and processing of a Major Administrative Adjustment from the PZB.
- Kip Jacoby Park Pickleball Courts: Developed landscape architecture solutions to support recreational use and accessibility.
- Senior Activity Center Overflow Parking Lot: Designed landscaping to improve functionality and aesthetics for visitors.

These projects demonstrate GSLA's commitment to quality design and successful collaboration with municipal partners.

PlanW3st is a specialized planning and arborist firm with expertise in municipal projects. Their services include site plan development, facilitation of the City's D.R.C. site plan approval process, and preparation of all related site plan calculations. PlanW3st is also experienced in managing the City's variance processes, Community Appearance Board, Architectural Review Boards, Planning and Zoning Boards, and City Commission approvals. Over the past five years, PlanW3st has collaborated with MDC on the City's Continuing Contract for Civil Engineering Services, contributing to projects such as:

- Entourage In The Sun- Site Plan, Permitting; 42 unit condominium project  
(Direct Consultant; 2022-current)  
Scope: Representation and processing of a site plan and permit management/expediting. Process included submittal, coordination, and comment responses, DRC, AAC, & PZB meeting attendance, permitting submittals through the city and Broward County, processing of a Unity of Title and Minor Administrative Adjustment, and permit approvals.
- Big Tree BBQ- Site Plan, Variance; Restaurant  
(Direct Consultant; 2025-current)  
Scope: Representation and processing of a site plan and variance application for a CRA property. Process included submittal, coordination, and comment responses, DRC and ZBA meeting attendance. Preparation of Crime Prevention Through Environmental Design (CPTED) Plan and Narrative for submittal, and preparation of Tree Disposition Plan with arborist report of tree assessment and appraisal.
- Vera- Site Plan, Plat, Major Administrative Adjustment; 132-unit 78,734 sq. ft. Mixed Use/Mixed Income Project  
(Direct Consultant; 2024-current)  
Scope: Representation and processing of a site plan and plat application. Process included submittal, coordination, and comment responses, DRC AAC, & PZB meeting attendance, platting submittals through the city and Broward County, and processing of a Major Administrative Adjustment from the PZB.
- Sabbia Beach Rezoning; 12-unit multi-family project  
(Direct Consultant; 2020)  
Scope: Representation and processing of a rezoning application RM-20 to RPUD. Process included submittal, coordination, and comment responses, DRC AAC, & PZB, and City Commission meeting attendance, public outreach meeting coordination and attendance, and ordinance adoption.
- Aviara West- Site Plan, Flex Allocation; 369-unit 4,624 sq. ft. Mixed Use Project  
(Direct Consultant; 2022)  
Scope: Representation and processing of a site plan and flex allocation application. Process included submittal, coordination, and comment responses, DRC AAC, & PZB meeting attendance, public outreach meeting coordination and attendance, development order issuance.
- Arborist services for Drainage Study Area #25 (SE 15th Avenue and SE 1st Street)
- Arborist services for Kip Jacoby Park Pickleball Courts
- Planning and arborist services for the Senior Activity Center Overflow Parking Lot
- Planning and arborist services for NW 22 Street Drainage Improvements
- Arborist services for Drainage Study Area #24 (NW 7th Terrace and Weaver

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## SHANE L. H. MUNSON, P.E.

5763 NW 69<sup>TH</sup> WAY PARKLAND, FL 33067

(954) 340-5291

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### 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.

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## **MICHELLE L. MUNSON**

5763 NW 69 WAY PARKLAND, FL 33067 (954) 340-5291

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### **EDUCATION**

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

MANATEE COMMUNITY COLLEGE, Bradenton, Florida  
Associates of Arts 1990

### **CAREER EXPERIENCE**

**Munson Design and Consulting, Inc.**, Coral Springs, Florida  
Vice-President  
Project Engineer and Office Manager, July 2003 to present

*Mrs. Munson is responsible for the office management and project coordination between MDC staff and sub consultants with the clients.*

**Keith and Schnars, P.A.**, Fort Lauderdale, Florida  
Project Manager, July 1997 to 2005

*Responsible for the day to day management of Project Development and Environment (PD&E) studies.*

- ◆ *KROME AVENUE PD&E STUDY* for Florida Department of Transportation (FDOT), District Six  
Responsible for Project Budget over \$750,000  
Project Manager responsible for preparation of the Preliminary Engineering Report (PER); designed horizontal alignment and typical sections; coordination of environmental services including air and noise studies, contamination analysis, threatened and endangered species, and wetland evaluation; coordination of Design Traffic Technical Memorandum and landscape plan; preparation of variance package; managed and conducted public meetings including Public Kick-Off Meeting, Project Advisory Group (PAG) meetings, Public Information Workshop and Public Hearing; prepared monthly invoices; and day to day interaction with the FDOT staff and the public. This project is currently awaiting FHWA design approval.
- ◆ *S.R. 434 PD&E STUDY* for FDOT, District Five  
Responsible for Project Budget over \$620,000  
Project Manager responsible for preparation of the Preliminary Engineering Report (PER); designed horizontal alignment and typical sections; coordination of environmental services including air and noise studies, contamination analysis, threatened and endangered species, and wetland evaluation; coordination of Design Traffic Technical Memorandum; managed subconsultants performing Pond Siting Report and Cultural Resource Assessment; preparation of variance package; managed and conducted public meetings including Public Kick-Off Meeting, Citizen's Advisory Committee (CAC) meetings, Public Information Meetings and Public Hearing; prepared monthly invoices; and day to day interaction with the FDOT staff and the public. Project received FHWA design location approval.
- ◆ *KROME AVENUE PD&E STUDY* for Florida Department of Transportation (FDOT), District Six  
Project Engineer participated in the preparation of the Krome Avenue Action Plan; design of sections; coordination of environmental services; participated in public meetings; and interacted with the FDOT staff and the public.

**Bermello, Ajamil and Partners, Inc., Miami, Florida**

Project Engineer: June 1994 to June 1997

- ◆ *DOWNTOWN MIAMI COMPREHENSIVE ENVIRONMENTAL GRAPHICS/SIGNAGE DESIGN AND IMPLEMENTATION PROGRAM*  
Project Engineer responsible for: data collection of existing signs along freeways, expressways, and arterials; determined roadway characteristics; designed improved signage in compliance with the MUTCD, FHWA and FDOT regulations and codes; used GuidSIGN, AutoCAD, and CorelDRAW to design signage; identified sign locations; reduced signage clutter; prepared graphics for presentations and reports; purchased signage; report writing; and oral presentations.
- ◆ *FT. LAUDERDALE AIRPORT*  
Project Engineer responsible for the evaluation of existing signage for parking facility and design new and improved signage system for existing and expanded parking facility.
- ◆ *CIVIC CENTER SITE SELECTION STUDY, Port of Cartagena, Columbia*  
Project Engineer responsible for identifying existing roadway conditions, geometry, future roadway conditions for background traffic and project traffic; identified several alternative site access locations; determined the impacts of the site access locations on the surrounding roadway network; and graphics design.
- ◆ *NORTH CORRIDOR ALTERNATIVES ANALYSIS*
- ◆ *BRICKELL ON THE RIVER TRAFFIC STUDY*
- ◆ *HIGH LEVEL PORT OF MIAMI BRIDGE DEMONSTRATION PROJECT*
- ◆ *BAKERY CENTER REDEVELOPMENT TRAFFIC STUDY*
- ◆ *MIAMI INTERMODAL CENTER (MIC)*  
Project Engineer responsible for data collection including roadway characteristics, traffic counts, roadway description, and intersection description; trip generation; intersection analysis; roadway analysis; graphics design; and report writing.
- ◆ *PORT OF MIAMI BICENTENNIAL PARK*  
Project Engineer responsible for: data collection; trip generation analysis; internal circulation analysis; Downtown Miami circulation analysis; modal impact study; cruise traffic analysis; and cargo analysis.

**City of Tallahassee**

Special Project Coordinator: September 1993 to June 1994

Lead and Copper Program. This was a state-wide program which involves testing the public drinking water to determine if lead and copper levels present in the drinking water are below state set standards.

Areas of responsibility: scheduling testing dates, contacting persons involved in the testing process, overseeing sampling procedures, analyzing test results, and organizing any additional testing which may occur.

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**DENNIS J. GABRIELE, P.S.M.**5763 NW 69<sup>TH</sup> WAY PARKLAND, FL 33067(954) 340-5291

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**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 &amp; Mapping, Inc., Co-Founder / President (2003 - 2008)

Consul-Tech Surveying &amp; 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.

- ◆ *U.S. 1 MITIGATION PROJECT, FDOT, DISTRICT SIX, MONROE COUNTY* – Project Manager responsible for the quality and accuracy of data collection and GPS locations used for the restoration of crocodile habitats and wetlands.
- ◆ *COMMERCIAL CONDOMINIUM PROJECTS THROUGHOUT FLORIDA* – Performed the surveys and preparation of condominium exhibits for commercial/office condominium projects such as: Beacon Square, Boca Raton; Professional Center at Wellington; Coral Springs Professional Campus; Lakewood Professional Center, Sarasota; Suncoast Professional Campus, Pasco County; Gateway Professional Center, Jacksonville.
- ◆ *BISCAYNE BOULEVARD, FDOT, DISTRICT SIX, MIAMI-DADE COUNTY* – Project Manager for Right-of-Way Mapping project. Prepare Right-of-Way Maps using FDOT standards and procedures.
- ◆ *PORT EVERGLADES FUEL FARM* – Performed the complete as-built and design survey of above and below-ground improvements in high-security setting for the relocation of fuel lines servicing Port Everglades in Ft. Lauderdale.
- ◆ *LAS OLAS RIVERHOUSE, FT. LAUDERDALE* – Performed all the surveying and construction related activities and preparation of the condominium exhibits for the luxurious condominium located in the heart of downtown Ft. Lauderdale.
- ◆ *HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE, FDOT, TURNPIKE DISTRICT* – Project Manager overseeing tasks such as Cross-sections at 100 meter intervals for 13.2 miles utilizing CEFB and CAICE. Re-establish baseline points and benchmarks for construction.
- ◆ *DOWNTOWN DAVIE, BROWARD COUNTY* – Performed all the design surveys, descriptions and preparation of the condominium exhibits for the multi-use development including the new offices for the Town's staff located in downtown Davie.
- ◆ *COMMERCIAL BOULEVARD / TURNPIKE INTERCHANGE, FDOT, TURNPIKE DISTRICT* – Project Manager responsible for design survey and Right-of-Way mapping along the turnpike corridor at Commercial Boulevard. Established GPS network, researched and recovered subdivision corners, reviewed existing Right-of-Way maps, and collected all necessary field evidence to re-establish the right-of-way.
- ◆ *MARDIS GRAS, HALLANDALE BEACH* – Performed the design surveys for the redevelopment and renovations of the former Hollywood Dog Track into the new Mardis Gras gaming casino and resort.
- ◆ *MIAMI INTERNATIONAL AIRPORT* - Project Manager responsible for all construction, design and as-built surveying services for multi-million dollar improvement projects throughout Concourses C, D, H and J.
- ◆ *MUNICIPAL PROJECTS, CITY OF HOLLYWOOD, BROWARD COUNTY* - Project Surveyor for various municipal projects. Provided field information to both the City and design engineers for water and sewer treatment plants. Utilized electronic data collection for precise location of improvements.
- ◆ *MUNICIPAL PROJECTS, CITY OF DANIA, BROWARD COUNTY* - Project Surveyor for specific requests from the City for deed and plat research involving older subdivisions and rights-of-way.

**Reza Javidan, P.E.**  
**Principal Engineer**

## PROFESSIONAL QUALIFICATIONS

Bachelor of Science in  
Civil Engineering (BSCE)  
University of Detroit,  
Detroit, MI  
(August 1986)

Master of Science in  
Geotechnical Engineering  
(MSCE)  
University of Detroit,  
Detroit, MI, (August 1988)

## CONTACT

PHONE:  
561-900-8496  
Cell: 561-460-3473

EMAIL:  
javidanr@yahoo.com

### **Senior Geotechnical Engineer** (December 2020 to Present)

Florida Engineering & Testing, Inc., Pompano Beach, FL

- Analysis and design of all types of shallow and deep foundation systems such as drill shaft, augercast pile, and driven pile for high-rises up to 40 stories
- Design of deep foundation systems using helical piles and pin piles for small structures with limited access
- Analysis and design of all types of pavements, retaining walls and sheet piles for excavations over 20 feet deep
- Site preparation and site improvements with suitable techniques such as vitro-flotation, vibro-replacement, Deep Dynamic Compaction (DDC), dry soil mixing, vibro concrete columns, slurry pressure grouting, compaction grouting, chemical grouting, surcharging and other suitable approaches on difficult soils such as lake reclaimed, landfill, and others
- Performing pile load-tests with report preparations
- Reviewing, signing and sealing of material testing and inspection reports

### **Senior Geotechnical Engineer** (August 2015 to December 2020)

Quest Engineering & Testing, Inc., Pompano Beach, FL

- Analysis and design of all types shallow and deep foundations
- Commercial and residential structural inspections

### **Senior Geotechnical Engineer** (May 2009 to August 2015)

Florida Engineering & Testing, Inc., Pompano Beach, FL

- Analysis and design of all types of shallow and deep foundation systems
- Analysis and design of all types of pavements and retaining walls

### **Senior Geotechnical and Project Engineer** (October 2008 to November 2008)

Dutch Foundation Inc., Dubai, UAE

- Analysis of retaining walls and deep foundations

### **Senior Geotechnical and Project Engineer** (October 2004 to October 2008)

Nutting Engineers of Florida, Inc., Boynton Beach, FL

- Analysis and design of all types of shallow and deep foundations
- Commercial and residential structural inspections
- Site preparation and site improvements
- Performing pile load-tests with report preparations
- Reviewing, signing, and sealing of material testing and inspection reports



Phone: (866) 781-6889 • Fax: (866) 784-8550  
www.floridaengineeringandtesting.com  
250 S.W. 13<sup>th</sup> Avenue  
Pompano Beach, FL 33069

**Senior Geotechnical and Project Engineer** (August 2000 to September 2004)

ATC Associates Inc., Miami, FL

- Analysis and design of shallow and deep foundation systems and site preparation
- Analysis and design of retaining walls and pavement designs
- Monitoring and performing pile load-test and preparing reports
- Monitoring production pile and drill shaft installations

**Senior Geotechnical and Project Engineer** (April 1993 – June 2000)

Tooss-Ab Consulting Engineers Co., Mashad, Iran

- Investigation and analysis of problematic soils such as liquefying, dispersive

**Geotechnical Engineer** (October 1991 – December 1992)

Weston Inc., Portland, OR Feasibility Study/Remedial Investigation of contaminated area.

- Design of landfill (including slope stability analysis)
- Civil engineering tasks (including design of drainage)

**Geotechnical Engineer** (November 1989 - March 1991)

Bowser – Morner Associates Inc., Toledo, OH

- Analysis and design of all types of shallow and deep foundations
- Analysis and design of retaining walls and pavement designs
- Performing pile load-tests with report preparations
- Landfill design

**Ken Gardner, ASLA, LEED AP**  
*President, GSLA Design*



With over 32 years of experience at GSLA Design (GSLA), Ken has extensive knowledge of landscape design and has prepared landscape plans for many parks, streetscapes, community centers, garages, schools and condominiums throughout Miami-Dade, Broward, Monroe and Palm Beach Counties. He has prepared master land use plans and site plans for parks, residential communities, and retail centers. Ken generated site construction plans and details, as well as planting, irrigation, and lighting plans for projects up to \$600 million. As a native of South Florida, Ken's knowledge of sub-tropical plant material and its application is extremely strong. He became LEED certified in 2009 and completed many projects that received LEED certification.

- Education: Bachelor of Landscape Architecture, University of Georgia
- Licenses: State of Florida Certified Landscape Architect #1569  
 LEED AP Certified 2009; Crime Prevention Through Environmental Design Certified 1999
- Professional: American Society of Landscape Architects  
 Transportation Aesthetic Review Committee  
 Neat Streets Miami (formerly CIAB)  
 United States Green Building Council

**RELEVANT EXPERIENCE**

***Franjo Road – Palmetto Bay***

GSLA designed a 1.2 mile corridor on Franjo Road in downtown Palmetto Bay, containing pedestrian-friendly shade trees, wayfinding, site furnishings, vendor kiosks, and a proposed linear park. There were traffic calming measures throughout the roadway for safety, including bike lanes, narrow vehicular lanes, a roundabout, a chicane, and safety bollards. A diverse plant pallet with dozens of native tree and shrub species were chosen to create interest while maintaining visibility for pedestrian safety. All new planting areas were fully designed with soil amendments and automatic irrigation systems.

***Underline – Miami***

GSLA led the design aspect for landscaping and amenities for Phase II of the Underline, a 2.14-mile section of the multi-modal trail under the Metrorail. As part of a multi-disciplinary team, GSLA collaborated with Friends of the Underline, Miami-Dade County, City of Miami, FDOT and Viscaya. After meeting numerous times with all stakeholders, GSLA prepared existing tree disposition plans, sitework, hardscape, and planting plans. This section of the trail was characterized as “nature and play”, and contained a bike trail, pedestrian trail, 3 formal plazas, numerous informal gathering areas, playgrounds, nature trails, sensory and butterfly gardens. GSLA performed extensive construction administration services to ensure the project was completed on time and on budget. Construction was recently completed on this transformational project.



Ken Gardner, ASLA, LEED AP - Page 2

***Flamingo West Park – Cooper City***

GSLA prepared planting and irrigation plans for a new 23-acre park in Cooper City. There were two distinct areas in this park - a natural area around a wetland and a more active area with 4 artificial turf multi-purpose fields, a playground, restrooms and concession facilities. The natural area was planted with all native plantings and surrounded with a long, curving, shaded walkway with educational signage. The active area was planted with shade trees located to provide as much shade as possible over the paved areas, yet still allow the athletic lighting to function properly. All park maintenance areas were well-buffered to obscure those necessary functions. New park signage to welcome guests was developed with natural materials.

***Hallandale Beach Boulevard Entry – Hallandale***

This project was for improvements to the retention areas on the north and south sides off I-95 on Hallandale Beach Boulevard. GSLA prepared grading and planting plans that needed to meet all criteria set forth by FDOT. GSLA also designed new planting to enhance the landmark entry signage for the city. In order to meet sustainability and maintainability requirements, strictly native plant material were used.

***Claude Pepper Park & Community Center – North Miami***

GSLA prepared planting and irrigation plans for a community center and gymnasium, tennis courts, plaza and parking lot at Claude Pepper Park in North Miami. This center was designed to incorporate all the necessary technology and planting/irrigation design required to qualify for a LEED silver rating from the USGBC. GSLA used native plants to reduce the water resources but still allow the landscaping to thrive.

***Doral Canal Banks – Doral***

GSLA prepared planting plans for 3 sections of canal banks through the City of Doral which included new trees and a mitigation plan for trees that needed to be removed. The canals had experienced significant erosion over the years and required engineered stabilization that included removal of existing trees. GSLA evaluated these trees and determined those that could remain and those that needed to be removed. Species selection was critical because the root systems could not interfere with the stabilization efforts, and trees would receive little or no maintenance. Trees were selected for their xeric properties and their abilities to withstand storm force winds, to ensure they wouldn't topple and clog the canals.

***Nautilus Neighborhood, Flamingo Neighborhood, and Biscayne Pointe – Miami Beach***

These projects were right-of-way infrastructure improvement programs, where improvements to drainage, street pavement and street tree plantings were made. GSLA prepared existing tree disposition plans, made lists of existing encroachments into the right-of-way, and prepared planting and irrigation plans for swales and park areas.



## Paola A. West, AICP, ISA CA

10152 Indiantown Road, Unit 159, Jupiter, FL 33478  
(954) 529-9417 [pwest@planw3st.com](mailto:pwest@planw3st.com)



**Experienced bilingual land planner and site designer committed to coordinating and facilitating the interface of public and private entities alike.**

### SKILLS.

JUNE 2020 - PRESENT

**PLANW3ST, LLC ([www.planw3st.com](http://www.planw3st.com))** - *President, Land Planner*

- Owner and President of certified minority- and woman-owned land planning services consulting firm
- Offering land planning, government relations, entitlements procurement, site design, permitting management and permit expediting services
- Assist miscellaneous private sector clients with plan submittals, plat approvals, rezoning approvals, early due diligence studies, zoning modification requests, and tree assessment and appraisal services
- Assist public sector clients with administrative tasks, business approvals, zoning and landscape plan reviews, zoning approvals, zoning letter requests, platting, early due diligence research, and tree assessment and appraisal services
- Provide conceptual site design, planning/zoning application processing, code of ordinances interpretation, representation of project proposals, and facilitation of multiple project approvals for private sector clients
- Provide use approval research and confirmation, as well as AutoCAD drafting services for private and public sector clients
- Provide CPTED Plan design and coordination for approval
- Provide Reasonable Accommodation application and processing
- Provide land search for development and redevelopment

JUNE 2019 - JUNE 2020

**Village of North Palm Beach, North Palm Beach, Florida** - *Principal Planner*

- Worked directly under and assisted the Community Development Director
- Presented items to the Planning Commission (appearance items, signage, site plans, variances, special exceptions, etc.)
- Reviewed site plan and rezoning projects as project planner
- Conducted miscellaneous analysis and compiled reports
- Reviewed permits, conducted inspections, resulted inspections, met with public regarding permit projects
- Coordinated meetings with developers, contractors, residents regarding proposed new development
- Designated CRS Coordinator and acted as Village Floodplain Manager. Obtained CRS Class 5 designation for the Village from a Class 7.
- Supervised Planner on day-to-day functions
- Performed GIS mapping and analysis for the Village
- Updated and maintained Community Development Department webpage

OCTOBER 2012 - JUNE 2019

**City of Pompano Beach, Pompano Beach, Florida** - *Principal Planner*

- Worked directly under and assisted the Assistant Development Services Director
- Managed all Zoning aspects of development. Point person for initial development meetings including informal meetings, pre-application meetings for site plans, permits, and nonconforming certificates, pre-application meetings for Zoning Board of Appeals Cases, and meetings regarding Code Compliance cases.
- Designated CRS Coordinator and worked with the City Floodplain Manager. Obtained CRS Class 6 designation for the City from a Class 7
- Supervised Urban Forester, including Landscape and Zoning Inspectors, conducted back-up site plan and landscape reviews for various projects
- Prepared various reports and presented projects to the Development Review Committee, Architectural Appearance Committee, Planning and Zoning Board, Zoning Board of Appeals, Economic Development Council, and City Commission. Scheduled and reviewed all pre-application meetings for major site plan projects.

- Previously sole Staff liaison for Zoning Board of Appeals cases. These include Variances, Temporary Permits, Special Exceptions, Appeals, Interim uses, and Extensions.
- Sole staff liaison for Planning & Zoning Board site plan-related cases
- Sole staff liaison for Special Magistrate hearings and testifies on Code Compliance-related cases
- Prepared documentation and reports for projects that require a Unity of Title, dedication of right-of-way to the City, Minor Building Design approval, and Nonconforming Certificate approval
- Backup to Planners for several zoning aspects, including customer service and general inquiries, Business Tax Receipt and Zoning Certificate reviews, GIS mapping and analysis, Alcoholic Beverage License, Assisted Living Facilities, Administrative Adjustment, and Sexually-Oriented Business reviews
- Initiated several zoning and landscape code amendments that are presented and adopted by the City Commission

SEPTEMBER 2008 - OCTOBER 2012

**City of Pompano Beach, Pompano Beach, Florida- Planner**

- Worked directly under Principal Planner
- Conducted site plan reviews for various multiple-family, commercial, and industrial projects
- Reviewed various minor and major single-family, multiple-family, and minor commercial permits
- Conducted landscape reviews for various permits
- Prepared various reports for multiple-family, commercial, and industrial projects to be heard by the Development Review Committee, Architectural Appearance Committee, Planning and Zoning Board, as well as the City Commission.
- Prepared documentation and reports for projects that require a Unity of Title, dedication of right-of-way to the City, and other specific issues.
- Worked with Principal Planner on Business Tax Receipt, Zoning Certificate, and Alcoholic Beverage License reviews.
- Provided customer service to applicants and residents inquiring on various zoning issues via walk-ins, meetings, and telephone calls.
- Created digital versions of the City's zoning map using GIS software and provided analysis maps to various divisions within the City.

JANUARY 2008 - APRIL 2008

**City of Hollywood, Hollywood, Florida- Assistant Planner**

- Worked under Planning Director on several projects for the betterment of the City, including the institution of an updated Recommended Landscape Species List, Landscape Manual, and other landscaping principles for residents and developments.
- Worked with Associate planners on projects for the betterment of the City, including the development of new principles and guidelines for charter schools, park impact fees, and variance criteria.
- Provided building permit reviews for design consistency with the City of Hollywood Historic District.
- As project planner, conducted various site plan reviews for future developments, as well as provided comment reports to applicants.
- Organized and prepared reports for project proposals to be presented to Economic Development Roundtable.
- Provided project reports for development extension requests to be made to the Development Review Board.

AUGUST 2005 - OCTOBER 2007

**Post, Buckley, Schuh, & Jernigan, Ft. Lauderdale, Florida- Landscape Designer**

- Worked with Senior Landscape Architect in preparation of final landscaping plans for several large clients including the Florida Department of Transportation, Districts IV and VI
- Introduced company to new software for preparation of final presentations, including AutoCAD 3-D modeling and Transoft AutoTURN
- Produced wider graphics design perspectives that aided in PowerPoint presentations, renderings, and other company exhibitions
- Introduced company to the use of Photoshop on real site photographs to use as before- and after- project marketing images
- Created company standards for electronic filing, AutoCAD, and Photoshop, and created the company's landscape plant list standards database

MARCH 2003 - AUGUST 2005

**Carter & Burgess, Inc., Ft. Lauderdale, Florida- *Landscape Architect Intern / AutoCAD Technician***

- Worked as office assistant on a separate task work order for the Florida Department of Transportation, District 6—Public Transportation Office
- Developed drafting base and site plans for both small- and large-scale projects throughout the state of Florida
- Worked with Senior Landscape Architect in preparation of final landscaping plans, due diligence reports, and exhibits
- Organized and communicated ways for the company to market itself through computer graphics, graphic rendering, and 3-D AutoCAD modeling
- Produced wider graphics design perspectives that aided in PowerPoint presentations, renderings, and other company exhibitions utilizing such software as Adobe Photoshop, Adobe Illustrator, Autodesk AutoCAD 200-2007 and Microsoft PowerPoint
- Worked as primary user and helped create standards for Transoft AutoTURN and Adobe Photoshop 7
- Worked with CAD Manager on standards and files

2004

**PACE Center for Girls, Oakland Park, Florida- *Volunteer Art Instructor***

- Led tutoring for girls in various subjects including English, Mathematics, and Social Studies.
- Organized and taught arts and crafts, as well as conducted classes on the basics of drawing.

**EDUCATION & CERTIFICATIONS.**

2005 - 2008

**Florida International University, Miami, Florida- *Master of Landscape Architecture***

2001 - 2005

**Florida International University, Miami, Florida- *Bachelor of Design in Architectural Studies***

**American Institute of Certified Planners (APA-issued June 2022)**

**Certified Arborist (FL-6295A, ISA- issued April 2011)**

**MEMBERSHIPS & HONORS.**

Current- American Planning Association (APA), International Society of Arboriculture (ISA), Florida Planning & Zoning Association (FPZA)

Past- LMI Effective Personal Leadership (EPL), 2021, LMI Effective Leadership Development (ELD), 2017 Leadership North Broward (2017), LMI Effective Leadership Development (ELD) Graduate (2018), Supervision in Government Series (2014), International Furnishings and Design Association (IFDA), National Society of Collegiate Scholars, National Dean's List, The Chancellor's List, The National Scholars Honor Society, Florida CPTED Network, Urban Land Institute (ULI), American Society of Floodplain Managers (ASFPM), Florida Floodplain Managers Association (FFMA), American Society of Landscape Architects (ASLA).

**Timothy J Brennison**

2900 NE 7th Ave

Pompano Beach, FL 33064

954-778-2858

Email: [tbrennison@gmail.com](mailto:tbrennison@gmail.com)

[www.bdenvironmentalgroup.com](http://www.bdenvironmentalgroup.com)

With over 25 years of experience in utility investigation, Mr. Brennison delivers advanced solutions in sewer and storm drain cleaning, 5-year storm drain maintenance and recertification for South Florida drainage agencies, asphalt repairs, and weir installation and repair.

**Experience****B & D Environmental Group | Pompano Beach, FL**

Owner / President 2012 - Present

**A 1 Pipe Cleaning | Pompano Beach, FL**

-Vice President of Operations 2010 – 2012

-General Manager 1998 – 2010

**Proline Vector Service | Lake Worth, FL**

-General Manager 2007 – 2010

-Vector truck Operator 1998 – 2007

## 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](mailto:shane@mdcengineers.com)  
 Web Site: [mdcengineers.com](http://mdcengineers.com)  
 Number of professional and administrative staff - 4

#### ***GEOTECHNICAL SERVICES***

Florida Engineering and Testing, Inc.  
 250 S.W. 13th Avenue  
 Pompano Beach, FL 33069  
 Office: (954) 781-6889  
 Email: [floridaengineering.com](http://floridaengineering.com)  
 Website: [floridaengineeringandtesting.com](http://floridaengineeringandtesting.com)  
 Number of professional and administrative staff - 5

#### ***LANDSCAPE ARCHITECT***

GSLA DESIGN, INC. (GARDNER + SEMLER LANDSCAPE ARCHITECTURE)  
 17670 NW 78<sup>th</sup> Avenue, Suite 214  
 Miami, FL 33015  
 Office: 305-392-1016 cell: 305-389-2239  
 Email: [ken@gsladesign.com](mailto:ken@gsladesign.com)  
 Website: [www.gsladesign.com](http://www.gsladesign.com)  
 Number of professional and administrative staff - 4

#### ***UTILITY CLEANING AND VIDEO TAPING SERVICES***

B&D Environmental Services, LLC  
 2900 NE 7<sup>th</sup> Avenue  
 Pompano Beach, Fl. 33064  
 Phone Number: 954-876-1267  
 E-mail: [tbrennison@gmail.com](mailto:tbrennison@gmail.com)  
 Number of professional and administrative staff - 6

#### ***PLANNING AND ARBORIST SERVICES***

PLANW3ST, LLC  
 16350 115th Avenue North  
 Jupiter, FL 33478  
 Phone Number: 954-529-9417  
 E-mail: [pwest@planw3st.com](mailto:pwest@planw3st.com)  
 Number of professional and administrative staff – 2

**CITY FORMS**

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

Continuing Contracts for Civil Engineering Services - CCNA

Solicitation Number & Title: RLI26-003

Prime Contractor's Name: Munson Design and Consulting, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
B&D Environmental Group, LLC	Tim Brennon (954) 876-1267	Utility Cleaning, Video Taping Services, Utility Pot Holing	*TBD
Florida Engineering and Testing	Reza Javidan, P.E 954-781-6889	Geotechnical Services	*TBD

\*TBD - Will be based on work required per job

LOCAL BUSINESS EXHIBIT "A"





LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # RLI26-003

I, Not Applicable  
\_\_\_\_\_ (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 # RLI26-003

1. What portions of the contract have you identified as Local Business opportunities?  
Geotechnical Services along with

\_\_\_\_\_  
Utility Cleaning, Video Tape Inspection and Soft Dig Services.  
\_\_\_\_\_  
\_\_\_\_\_

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

A copy of the Bid was provided via email and followed by phone conversations.  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you send written notices to Local Businesses?

X \_\_\_ 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      X \_\_\_ 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 ?  
Personal phone call to each company to discuss partnering together for is Bid. Bid information was

emailed to explain each company's role. Forms were emailed for signature.

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

<u>B&amp;D Environmental Services</u>	\$ <u>TBD</u>
<u>Florida Engineering and Testing</u>	\$ <u>TBD</u>
_____	\$ _____

8. Other comments: \_\_\_\_\_  
\_\_\_\_\_

**From:** [shane@mdcengineers.com](mailto:shane@mdcengineers.com)  
**To:** "Tim Brennison"  
**Subject:** FW: Letter of intent send to Tim  
**Date:** Monday, December 1, 2025 5:37:00 PM  
**Attachments:** [Letter of Intent - B&D.pdf](#)

---

Tim,

We are going after a project with the City of Pompano Beach. Please sign and return this form.

Regards,

Shane Munson, PE  
Munson Design & Consulting, Inc.  
Office: 954-340-5291  
<https://youtu.be/4j0Xq4tn0NA>



---

**From:** luke munson <lukedmunson@gmail.com>  
**Sent:** Monday, December 1, 2025 3:01 PM  
**To:** shane@mdcengineers.com  
**Subject:** Letter of intent send to Tim

**From:** [shane@mdcengineers.com](mailto:shane@mdcengineers.com)  
**To:** ["fengineering@gmail.com"](mailto:fengineering@gmail.com)  
**Cc:** ["Michelle Munson"](#)  
**Subject:** RLI for City of Pompano Beach as per conversation with Michelle Munson  
**Date:** Friday, November 21, 2025 12:01:00 PM  
**Attachments:** [RLI 26-003 CONTINUING CONTRACTS FOR CIVIL ENGINEERING SERVICES - CCNA.pdf](#)

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Hi Vivian,  
It was nice speaking with you this morning.

I have attached the City of Pompano Beach's RLI for your review. The contract we currently have with the City from the past 5 years is expiring. Now the City has put out a similar contract for the next 5 years. The title states "Engineering Services" but that includes other professions that support the design of a project such as Geotechnical Engineering, Landscape Architect, Surveyor, and Planner.

Please review the attached RLI. We are currently putting together the team to make the submittal and would like to include your company on our team for this 5-year project. I look forward to hearing from you soon so that we can begin gathering the information needed from Florida Engineering and Testing to be include in the submittal.

Thank you,

Michelle Munson  
Munson Design and Consulting, Inc.  
P.O. Box 771058  
Coral Springs, Fl. 33077  
Mobile: 954-328-4338  
Office: 954-340-5291



*From Concept to Reality  
Providing Engineered Solutions*

**COMPLETE THE PROPOSER INFORMATION 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 FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

**RFP** RLI26-003, RLI26-003 Continuing Contracts for Civil Engineering Services - CCNA  
 (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) Shane Munson, PE Title Owner

Company (Legal Registered) Munson Design and Consulting, Inc.

Federal Tax Identification Number 65-0988505

Address PO Box 771058

City/State/Zip Coral Springs, FL 33077

Telephone No. 954-340-5291 Fax No. N/A

Email Address shane@MDCengineers.com

**COMPLETE THE PROJECT TEAM 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 RLI IN THE EBID SYSTEM.**

**PROJECT TEAM**

RLI 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	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

Bidder Company Name Munson Design and Consulting, Inc**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: Daniel Cruz, VP & Regional Facilities Manager for Cenvill Recr  
1601 Forum Place, Suite 500, West Palm Beach, Fl. 33401

Contact person name, telephone number and email address: Dan Cruz  
561-640-3145, dcruz@cenrec.com

Description of services provided and date(s) of service: \_\_\_\_\_  
 MDC is surveyor and lead Engineer and designer for various projects around Century Village, Pembroke Pines.  
 Recent jobs include outdoor residents park with walking trail and entrance roadway jobs- completed 2025

2. Name and address of customer: Gerardo (Gerry) Diaz, Town of Davie Public Works & C.I.P.  
6901 Orange Drive, Davie, Fl. 33314

Contact person name, telephone number and email address: Gerry Diaz  
954-797-1085, gdiaz@davie-fl.gov

Description of services provided and date(s) of service: \_\_\_\_\_  
 MDC was surveyor and lead Engineer for SW 148th Avenue drainage improvements project  
 Completed 2025

3. Name and address of customer: Brian Herbert, AIA, Gallo Herbert Architects  
1311 West Newport Center Dr., Deerfield Beach, Fl. 33442

Contact person name, telephone number and email address: Brian Herbert, AIA  
954-794-0300, bherbert@gha.ai

Description of services provided and date(s) of service: \_\_\_\_\_  
 Various full land development projects over the past 25 years

### TIER 1/TIER 2 COMPLIANCE FORM

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

#### **TIER 1 LOCAL VENDOR**

\_\_\_\_\_ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

\_\_\_\_\_ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

\_\_\_\_\_ My firm does not qualify as a Tier 1 Vendor.

#### **TIER 2 LOCAL VENDOR**

\_\_\_\_\_ My firm 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

And/Or

X  My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

\_\_\_\_\_ My firm does not qualify as a Tier 2 Vendor.

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

December 8, 2025  
\_\_\_\_\_  
(Date)

Munson Design and Consulting, Inc.  
\_\_\_\_\_  
(Name of Firm)

BY: Shane Munson, PE  
\_\_\_\_\_  
(Name)

## FINANCIAL STATEMENTS

Munson Design and Consulting has uploaded our bank statements for the past three (3) months and our IRS returns for the last two (2) years to the City's ebid system in the Response Attachments tab as a separate file titled "FINANCIAL STATEMENTS" and marked "CONFIDENTIAL."



12/10/2025

Shane Munson  
Munson Design & Consulting Inc  
5763 NW 69th Way  
Parkland, FL 33067-1351

RE: ASCE Professional Liability Insurance  
Evidence Number: PEA2201412 - 08  
Expiration Date: 06/01/2026  
Pearl ID: 1-AACU-274

Dear Shane Munson:

Enclosed please find the certificate of insurance you requested.

We appreciate the opportunity to serve you. Please contact our office if you need anything further.

Sincerely,

Pearl Insurance  
Administrators



# CERTIFICATE OF LIABILITY INSURANCE

Exhibit "B"  
 DATE (MM/DD/YYYY)  
 12/10/2025

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 rights to the certificate holder in lieu of such endorsement(s).

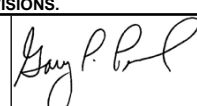
<b>PRODUCER</b> Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616	<b>CONTACT NAME:</b> ASCE Professional Liability Department <b>PHONE (A/C, No, Ext):</b> 800-322-2488 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 866-817-9009	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Munson Design & Consulting Inc 5763 NW 69th Way Parkland, FL 33067-1351	<b>INSURER A:</b> National Specialty Insurance Company		22608
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability Insurance</b> Retro Date: 06/01/2003	NA	N	PEA2201412 - 08	06/01/2025	06/01/2026	\$1,000,000 Each Claim \$1,000,000 Aggregate \$10,000 Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

<b>CERTIFICATE HOLDER</b> City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060,	<b>CANCELLATION</b> 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 Pearl Insurance 
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LOCAL BUSINESS EXHIBIT "A"  
 CITY OF POMPANO BEACH, FLORIDA  
 LOCAL BUSINESS PARTICIPATION FORM

Continuing Contracts for Civil Engineering Services - CCNA

Solicitation Number & Title: RLI26-003

Prime Contractor's Name: Munson Design and Consulting, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
B&D Environmental Group, LLC	Tim Brenison (954) 876-1267	Utility Cleaning, Video Taping Services, Utility Pot Holing	*TBD
Florida Engineering and Testing	Reza Javidan, P.E 954-781-6889	Geotechnical Services	*TBD

\*TBD - Will be based on work required per job

LOCAL BUSINESS EXHIBIT "A"





LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS  
UNAVAILABILITY FORM

BID # RLI26-003

I, Not Applicable  
\_\_\_\_\_ (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 # RLI26-003

1. What portions of the contract have you identified as Local Business opportunities?  
Geotechnical Services along with

\_\_\_\_\_  
Utility Cleaning, Video Tape Inspection and Soft Dig Services.  
\_\_\_\_\_  
\_\_\_\_\_

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

A copy of the Bid was provided via email and followed by phone conversations.  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you send written notices to Local Businesses?

X \_\_\_ 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      X \_\_\_ 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 ?  
Personal phone call to each company to discuss partnering together for is Bid. Bid information was

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<u>Florida Engineering and Testing</u>	\$ <u>TBD</u>
_____	\$ _____

8. Other comments: \_\_\_\_\_  
\_\_\_\_\_

LOCAL BUSINESS EXHIBIT "D" – Page 2

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**From:** [shane@mdcengineers.com](mailto:shane@mdcengineers.com)  
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**Date:** Monday, December 1, 2025 5:37:00 PM  
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Munson Design & Consulting, Inc.  
Office: 954-340-5291  
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**To:** shane@mdcengineers.com  
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**To:** ["fengineering@gmail.com"](mailto:fengineering@gmail.com)  
**Cc:** ["Michelle Munson"](#)  
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Thank you,

Michelle Munson  
Munson Design and Consulting, Inc.  
P.O. Box 771058  
Coral Springs, Fl. 33077  
Mobile: 954-328-4338  
Office: 954-340-5291



*From Concept to Reality  
Providing Engineered Solutions*



12/10/2025

Shane Munson  
Munson Design & Consulting Inc  
5763 NW 69th Way  
Parkland, FL 33067-1351

RE: ASCE Professional Liability Insurance  
Evidence Number: PEA2201412 - 08  
Expiration Date: 06/01/2026  
Pearl ID: 1-AACU-274

Dear Shane Munson:

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Sincerely,

Pearl Insurance  
Administrators



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 CITY OF POMPANO BEACH, FLORIDA  
 LOCAL BUSINESS PARTICIPATION FORM

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\*TBD - Will be based on work required per job

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LOCAL BUSINESS EXHIBIT "C"

LOCAL BUSINESS  
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_____	_____	_____
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- \_\_\_ Did not bid in response to the invitation
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Name and Title: \_\_\_\_\_

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

Note: Attach additional documents as available.

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

BID # RLI26-003

1. What portions of the contract have you identified as Local Business opportunities?  
Geotechnical Services along with

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

A copy of the Bid was provided via email and followed by phone conversations.  
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\_\_\_\_\_

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X \_\_\_ 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      X \_\_\_ 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 ?  
Personal phone call to each company to discuss partnering together for is Bid. Bid information was

emailed to explain each company's role. Forms were emailed for signature.

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

<u>B&amp;D Environmental Services</u>	\$ <u>TBD</u>
<u>Florida Engineering and Testing</u>	\$ <u>TBD</u>
_____	\$ _____

8. Other comments: \_\_\_\_\_  
\_\_\_\_\_

LOCAL BUSINESS EXHIBIT "D" – Page 2

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**From:** [shane@mdcengineers.com](mailto:shane@mdcengineers.com)  
**To:** "Tim Brennison"  
**Subject:** FW: Letter of intent send to Tim  
**Date:** Monday, December 1, 2025 5:37:00 PM  
**Attachments:** [Letter of Intent - B&D.pdf](#)

---

Tim,

We are going after a project with the City of Pompano Beach. Please sign and return this form.

Regards,

Shane Munson, PE  
Munson Design & Consulting, Inc.  
Office: 954-340-5291  
<https://youtu.be/4j0Xq4tn0NA>



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**From:** luke munson <lukedmunson@gmail.com>  
**Sent:** Monday, December 1, 2025 3:01 PM  
**To:** shane@mdcengineers.com  
**Subject:** Letter of intent send to Tim

**From:** [shane@mdcengineers.com](mailto:shane@mdcengineers.com)  
**To:** ["fengineering@gmail.com"](mailto:fengineering@gmail.com)  
**Cc:** ["Michelle Munson"](#)  
**Subject:** RLI for City of Pompano Beach as per conversation with Michelle Munson  
**Date:** Friday, November 21, 2025 12:01:00 PM  
**Attachments:** [RLI 26-003 CONTINUING CONTRACTS FOR CIVIL ENGINEERING SERVICES - CCNA.pdf](#)

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Hi Vivian,  
It was nice speaking with you this morning.

I have attached the City of Pompano Beach's RLI for your review. The contract we currently have with the City from the past 5 years is expiring. Now the City has put out a similar contract for the next 5 years. The title states "Engineering Services" but that includes other professions that support the design of a project such as Geotechnical Engineering, Landscape Architect, Surveyor, and Planner.

Please review the attached RLI. We are currently putting together the team to make the submittal and would like to include your company on our team for this 5-year project. I look forward to hearing from you soon so that we can begin gathering the information needed from Florida Engineering and Testing to be include in the submittal.

Thank you,

Michelle Munson  
Munson Design and Consulting, Inc.  
P.O. Box 771058  
Coral Springs, Fl. 33077  
Mobile: 954-328-4338  
Office: 954-340-5291



*From Concept to Reality  
Providing Engineered Solutions*

**COMPLETE THE PROJECT TEAM 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 RLI IN THE EBID SYSTEM.**

**PROJECT TEAM**

RLI 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	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

(use attachments if necessary)

**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 \_\_\_\_\_

Bidder Company Name \_\_\_\_\_

**Qualifications Of Bidders**

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: \_\_\_\_\_

\_\_\_\_\_

Contact person name, telephone number and email address: \_\_\_\_\_

\_\_\_\_\_

Description of services provided and date(s) of service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name and address of customer: \_\_\_\_\_

\_\_\_\_\_

Contact person name, telephone number and email address: \_\_\_\_\_

\_\_\_\_\_

Description of services provided and date(s) of service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name and address of customer: \_\_\_\_\_

\_\_\_\_\_

Contact person name, telephone number and email address: \_\_\_\_\_

\_\_\_\_\_

Description of services provided and date(s) of service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <p style="text-align: center; font-size: 1.2em;">Munson Design and Consulting, Inc.</p>	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions. PO Box 771058	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code Coral Springs, Fl. 33077	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
6	5	-	0	9	8	8	5	0	5

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Shane Munson	Date	01/07/2025
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

### TIER 1/TIER 2 COMPLIANCE FORM

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

**TIER 1 LOCAL VENDOR**

\_\_\_\_\_ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

\_\_\_\_\_ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

\_\_\_\_\_ My firm does not qualify as a Tier 1 Vendor.

**TIER 2 LOCAL VENDOR**

\_\_\_\_\_ My firm 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

And/Or

X  My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

\_\_\_\_\_ My firm does not qualify as a Tier 2 Vendor.

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

December 8, 2025  
\_\_\_\_\_  
(Date)

Munson Design and Consulting, Inc.  
\_\_\_\_\_  
(Name of Firm)

BY: Shane Munson, PE  
\_\_\_\_\_  
(Name)



## RLI26-003 Addendum 3

### Munson Design and Consulting, Inc Supplier Response

#### Event Information

Number: RLI26-003 Addendum 3  
 Title: Continuing Contracts for Civil Engineering Services - CCNA  
 Type: Request for Letters of Interest  
 Issue Date: 11/17/2025  
 Deadline: 12/18/2025 02:00 PM (ET)  
 Notes: According to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA), the City of Pompano Beach (the "City") invites professional companies/firms to submit a Letter of Interest (RLI) to provide civil engineering services on a continuing as-needed basis.

The selected firm shall demonstrate specific experience and capabilities and must have qualified personnel and expertise in the specified disciplines.

This RLI is subject to the "Cone of Silence," which imposes certain restrictions on communications concerning the RLI process.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the

procurement officer or as provided in the solicitation documents. Exhibit "B"  
Violation of this provision may be grounds for rejecting a response."  
(F.S. 287.057 (25)).

Any firm or lobbyist for a firm is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must be sent through the eBid System (IonWave) or to the Purchasing Agent assigned to this solicitation, Jeffrey English, at 954-786-4098 or [jeffrey.english@copbfl.com](mailto:jeffrey.english@copbfl.com). No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RLI. Any information that amends any portion of this RLI received by any method other than an Addendum issued to the RLI is not binding on the City of Pompano Beach.

Proposals must be submitted electronically through the eBid System (IonWave) on or before the due date and time as provided herein. Any proposals received after the specified due date and time will not be considered. Any uncertainty about the time a proposal is received will be resolved against the firm, if you don't mind.

Firms must be registered on the City's eBid System 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://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the firm receives from any source other than the eBid System. The firm is solely responsible for downloading all required documents. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the Zoom link.

## Contact Information

Contact: Michael Lee  
Address: Procurement and Contracts  
1010 NE 3 Avenue  
Pompano Beach, FL 33060  
Phone: (954) 786-4098  
Email: [michael.lee@copbfl.com](mailto:michael.lee@copbfl.com)

## Munson Design and Conculting, Inc Information

Contact: Shane Munson  
 Address: PO Box 771058  
 Coral Springs, FL 33077  
 Phone: (954) 340-5291  
 Toll Free: (954) 340-5291  
 Email: shane@mdcengineers.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Shane Munson  
 Signature

shane@mdcengineers.com  
 Email

Submitted at 12/17/2025 01:34:22 PM (ET)

## Requested Attachments

### Letter of Interest

2025 FINAL MDC LOI.pdf

The electronic version of the proposal must be uploaded to the Response Attachments tab. 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.

### Proposer Information Page Form

Proposer Information Page Form.pdf

Must be uploaded to the Response Attachment Tab

### Project Team Form

Project Team Form 2025.pdf

Must be uploaded to the Response Attachment Tab

### Qualification of Bidders Form

Qualifications Of Bidders Form-Completed.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

### Tier 1/ Tier 2 Local Business Form

T1\_T2\_Form.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

### Local Business Program Forms

Final 2025 Local Business Program Files.pdf

Local Business Program Forms from the attachments tab must be completed and uploaded to this tab.

### Attachment H - W9 Request for Taxpayer Identification Number and Certification

Signed MDC W-9 Form-2025.pdf

Must be uploaded to the Response Attachment Tab

## Response Attachments

### CONFIDENTIAL FINANCIAL STATEMENTS.pdf

CONFIDENTIAL - MDC FINANCIAL STATEMENTS

MDC Certificate of Insurance #1

USI Certificate of Insurance for City of Pompano Beach.pdf

MDC Certificate of Insurance #2

Bid Attributes

<b>1</b>	<p><b>Terms &amp; Conditions</b></p> <p>Check the box indicating you agree to the terms and conditions of this solicitation.</p> <p><input checked="" type="checkbox"/> Agree</p>
<b>2</b>	<p><b>Acknowledgement of Addenda</b></p> <p>Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.</p> <p><input checked="" type="checkbox"/> Yes</p>
<b>3</b>	<p><b>Local Business Participation Percentage</b></p> <p>If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.</p> <p><input type="text" value="25%"/></p>
<b>4</b>	<p><b>Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)</b></p> <p>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 electronically sign 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 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. Select yes for Agree, No for disagree on the drop down menu.</p> <p><input type="text" value="Yes"/></p>

**5 Drug-Free Workplace**

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE  
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.  
 PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
  - (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
  - (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
  - (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

**6 Conflict of Interest**

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.





12/10/2025

Shane Munson  
Munson Design & Consulting Inc  
5763 NW 69th Way  
Parkland, FL 33067-1351

RE: ASCE Professional Liability Insurance  
Evidence Number: PEA2201412 - 08  
Expiration Date: 06/01/2026  
Pearl ID: 1-AACU-274

Dear Shane Munson:

Enclosed please find the certificate of insurance you requested.

We appreciate the opportunity to serve you. Please contact our office if you need anything further.

Sincerely,

Pearl Insurance  
Administrators



# CERTIFICATE OF LIABILITY INSURANCE

Exhibit "B"  
 DATE (MM/DD/YYYY)  
 12/10/2025

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 rights to the certificate holder in lieu of such endorsement(s).

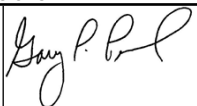
<b>PRODUCER</b> Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616	<b>CONTACT NAME:</b> ASCE Professional Liability Department <b>PHONE (A/C, No, Ext):</b> 800-322-2488 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 866-817-9009	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Munson Design & Consulting Inc 5763 NW 69th Way Parkland, FL 33067-1351	<b>INSURER A:</b> National Specialty Insurance Company		22608
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability Insurance</b> Retro Date: 06/01/2003	NA	N	PEA2201412 - 08	06/01/2025	06/01/2026	\$1,000,000 Each Claim \$1,000,000 Aggregate \$10,000 Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

<b>CERTIFICATE HOLDER</b> City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060,	<b>CANCELLATION</b> 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 Pearl Insurance 
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**City of Pompano Beach**

**RLI26-003 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)**

**Position Classification & Maximum Hourly Labor Rate Schedule**

<b>Prime /Firm Name</b>	Munson Design and Consulting, Inc. (MDC)
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<b>Position / Classification</b>	<b>Maximum Hourly Rate (\$)</b>
Principal (P.E. - Fl. Registered)	\$233.00 / per
Senior Engineer (P.E. - Fl. Registered)	\$233.00 / per
Roadway Engineer	\$190.00 / per
Design Engineer	\$173.00 / per
Junior Engineer	\$146.00 / per
Project Manager	\$233.00 / per
Land Surveyor (PLS – Fl. Registered)	\$207.00 / per
Survey Crew (2 – persons)	\$200.00 / per
Survey Crew (3 – persons)	\$245.00 / per
Senior Field Inspector	\$190.00 / per
Field Inspector	\$175.00 / per
Administrative Assistant	\$92.00 / per
Staff Assistant	\$75.00 / per
Technician	\$110.00 / per
Drafter	\$108.00 / per
Clerical	\$62.00 / per
Reimbursables – Cost plus 15%	15%
Mileage	N/A

**City of Pompano Beach**

**RLI26-003 CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES (CCNA)**

**Position Classification & Maximum Hourly Labor Rate Schedule**

Sub /Firm Name	Munson Design and Consulting, Inc. (MDC)
Position / Classification	Maximum Hourly Rate (\$)
2-man Vactor Truck Crew	\$3,500 per Day
3-man Vactor Truck Crew with support Vehicle	\$4,500 per Day
Principal Landscape Architect	\$250 per Hour
LA Project Manager	\$200 per Hour
Landscape Designer	\$125 per Hour
LA Adim or Clerical LS Arch Staff	\$75 per Hour
Geotechnical Professional Engineer	\$250 per Hour
Professional Geologist	\$250 per Hour
Dril Rig Crew	\$4,500 per Day
Geotech Technical Staff	\$175 per Hour
Geotech Admin Staff	\$79 per Hour



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## Detail by Entity Name

Florida Profit Corporation

MUNSON DESIGN & CONSULTING, INC.

### Filing Information

<b>Document Number</b>	P99000076574
<b>FEI/EIN Number</b>	65-0988505
<b>Date Filed</b>	08/23/1999
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/03/2017

### Principal Address

5763 NW 69 Way  
Parkland, FL 33067

Changed: 03/08/2016

**Mailing Address**

P.O. BOX 771058  
CORAL SPRINGS, FL 33077

Changed: 07/01/2017

**Registered Agent Name & Address**

MUNSON, MICHELLE  
5763 NW 69 WAY  
PARKLAND, FL 33067

Name Changed: 02/09/2018

Address Changed: 10/03/2017

**Officer/Director Detail**

**Name & Address**

Title President

MUNSON, MICHELLE L  
5763 NW 69 Way  
Parkland, FL 33067

Title VP

MUNSON, SHANE LH  
5763 NW 69 Way  
Parkland, FL 33067

Title Secretary

GABRIELE, DENNIS J  
5763 NW 69 Way  
Parkland, FL 33067

Title Treasurer

Munson, Jade EL  
5763 NW 69 Way  
Parkland, FL 33067

**Annual Reports**

Report Year	Filed Date
2024	02/20/2024
2025	01/14/2025
2026	03/09/2026

**Document Images**

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<a href="#">05/06/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2001 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/08/2000 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/23/1999 -- Domestic Profit</a>	View image in PDF format

Florida Department of State, Division of Corporations

**Exhibit C – Cover Page  
Approved Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2025

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616	<b>CONTACT NAME:</b> ASCE Professional Liability Department <b>PHONE (A/C No, Ext):</b> 800-322-2488 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 866-817-9009	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Munson Design & Consulting Inc 5763 NW 69th Way Parkland, FL 33067-1351	<b>INSURER A:</b> National Specialty Insurance Company		22608
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

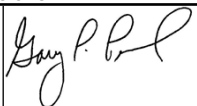
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability Insurance</b> Retro Date: 06/01/2003	NA	N	PEA2201412 - 08	06/01/2025	06/01/2026	\$1,000,000 Each Claim \$1,000,000 Aggregate \$10,000 Deductible

**APPROVED**  
*David Daley*  
 By David Daley at 12:41 pm, Apr 09, 2026

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

<b>CERTIFICATE HOLDER</b> City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060,	<b>CANCELLATION</b> 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 Pearl Insurance 
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CERTIFICATE OF LIABILITY INSURANCE

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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 <b>USI Insurance Services, LLC</b> 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855-874-1270	CONTACT NAME: <b>Sarah Walker</b>
	PHONE (A/C, No, Ext): <b>813.438.1672</b> FAX (A/C, No): <b>610.537.2243</b> E-MAIL ADDRESS: <b>sarah.walker@usi.com</b>
INSURED <b>Munson Design &amp; Consulting, Inc.</b> P.O. Box 771058 Coral Springs, FL 33077-1058	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Hartford Casualty Insurance Company</b> <b>29424</b>
	INSURER B : <b>Travelers Casualty and Surety Company</b> <b>19038</b>
	INSURER C :
	INSURER D :
	INSURER E :


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 CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			21SBMZJ7564DV	05/01/2026	05/01/2027	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBMZJ7564DV	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4K8214842647G	05/01/2026	05/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

**APPROVED** *David Daley*  
 By David Daley at 1:13 pm, Apr 09, 2026

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER <b>City of Pompano Beach</b> 100 West Atlantic Boulevard 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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