

*CITY OF POMPANO BEACH,  
FLORIDA*

**PROFESSIONAL CONSULTING AGREEMENT**

**with**

**MUNSON DESIGN & CONSULTING, INC.**



**CONTINUING CONTRACT FOR CIVIL ENGINEERING  
SERVICES FOR VARIOUS CITY PROJECTS E-20-20**

## **CONTRACT 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 and Consulting, Inc. a Florida corporation, hereinafter referred to as the "Consultant".

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

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

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

### **ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES**

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI No. E-20-20 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 an initial period of five (5) years from the date of execution by both the City and the Consultant.

### ARTICLE 3 – PAYMENTS TO CONSULTANT

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

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

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

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

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

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

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

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

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

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

#### **ARTICLE 5 – TERMINATION**

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

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

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

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

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

## **ARTICLE 6 – PERSONNEL**

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

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

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

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

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

## **ARTICLE 7 – SUBCONTRACTING**

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

## **ARTICLE 8 – FEDERAL AND STATE TAX**

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

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

## **ARTICLE 9 – AVAILABILITY OF FUNDS**

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

## **ARTICLE 10 - INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

## **ARTICLE 11 – INDEMNIFICATION**

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

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

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

## **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 13 – REMEDIES**

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

## **ARTICLE 14 – CONFLICT OF INTEREST**

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

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

## **ARTICLE 15 – EXCUSABLE DELAYS**

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

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

## **ARTICLE 16 – DEBT**

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

## **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](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 cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

## **ARTICLE 20 – NONDISCRIMINATION**

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

## **ARTICLE 21 – INTERPRETATION**

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

## **ARTICLE 22 – AUTHORITY TO PRACTICE**

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

## **ARTICLE 23 – SEVERABILITY**

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

## **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

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

## **ARTICLE 25 – MODIFICATION OF SCOPE OF WORK**

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

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

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

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

## **ARTICLE 26 – NOTICE**

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

### **FOR CITY:**

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

**FOR CONSULTANT:**

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

**ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 28 – PROMOTING PROJECT OBJECTIVES**

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

**ARTICLE 29 – PUBLIC ENTITY CRIMES ACT**

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

**ARTICLE 30 – GOVERNING LAW**

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

## **ARTICLE 31 - BINDING EFFECT**

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

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

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

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

(SEAL)

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

APPROVED AS TO FORM:

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

"CONSULTANT"

Munson Design and Consulting, Inc.

Witnesses:

Signature [Handwritten Signature]

Name Typed, Printed or Stamped Joseph M. Bondanella

By: [Handwritten Signature]  
Shane Munson, Vice President

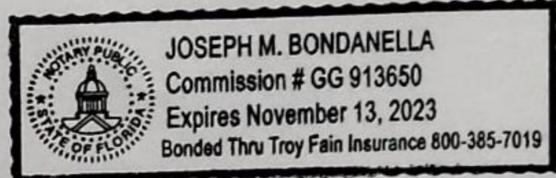
Signature [Handwritten Signature]

Name Type, Printed or Stamped TAYLOR A CROCKER

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 19 day of January, 2021, by Shane Munson, as Vice President of Munson Design and Consulting, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced FLDL (type of identification) as identification.

NOTARY'S SEAL:



[Handwritten Signature]  
NOTARY PUBLIC STATE OF FLORIDA

Joseph M. Bondanella  
(Name of Acknowledger Typed, Printed or Stamped)

November 13, 2023  
Commission Number



Florida's Warmest Welcome

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

**CONTINUING CONTRACT FOR CIVIL ENGINEERING  
SERVICES FOR VARIOUS CITY PROJECTS**

**RLI OPENING: July 30, 2020 2:00 P.M.  
VIRTUAL ZOOM MEETING**

June 30, 2020

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

CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY  
PROJECTS

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

The City will receive sealed proposals until **2:00 p.m. (local), July 30, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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

### **Introduction**

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

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

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

- Grant reimbursement, FAA and FDOT support and compliance.
- SRF support and Davis Bacon Wage Reporting requirements
- Support Services for Remediation
- Demolition Projects

#### **A. Scope of Services**

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

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

- 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 meeting may also be required.
- Attend pre-bid conference, 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 permit 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. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to 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.

#### **B. 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 the CRA. Forms shall be completed in its entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Consultant will be required to provide all applicable insurance requirements.

#### **C. Term of Contract**

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

**D. Project Web Requirements:**

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

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

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

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

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

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

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

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

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

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

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

**F. Required Proposal Submittal**

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

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

**Title page:**

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

**Table of Contents:**

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

**Letter of Transmittal:**

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

**Technical Approach:**

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

**Schedule:**

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

**References:**

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

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

**Project Team Form:**

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

**Organizational Chart:**

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

**Statement of Skills and Experience of Project Team:**

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

**Resumes of Key Personnel**

Include resumes for key personnel for prime and subconsultants.

**Office Locations:**

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location

of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

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

**Local Businesses:**

Completed Local Business program forms, Exhibits A-D.

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

**Litigation:**

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

**City Forms:**

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

**Reviewed and Audited Financial Statements:**

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

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

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

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

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

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

## **G. Insurance**

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

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

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

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

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

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

2. Liability Insurance.

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

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

<b>Type of Insurance</b>	<b>Limits of Liability</b>	
<b>GENERAL LIABILITY:</b>	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 explosion &amp; collapse</b>	<b>bodily injury and property damage</b>	
— hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	
— liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate	
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<b>AUTOMOBILE LIABILITY:</b>	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		
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<b>REAL &amp; PERSONAL PROPERTY</b>		
— comprehensive form	Agent must show proof they have this coverage.	
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<b>EXCESS LIABILITY</b>		Per Occurrence    Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000    \$1,000,000
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<b>PROFESSIONAL LIABILITY</b>		Per Occurrence    Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000    \$1,000,000
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(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.

**H. Selection/Evaluation Process**

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

Proposals will be evaluated using the following criteria.

<b>Line</b>	<b>Criteria</b>	<b>Point Range</b>
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City (provide description) e. Litigation within the past 5 years arising out of firm's performance (list, describe outcome)	0-15
2	Qualifications of personnel including sub consultants: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff on similar projects	0-15
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-15
4	Current and Projected Workload  Rating is to reflect the workload (both current and projected) of the firm, staff assigned, and the percentage availability of the staff member assigned. Respondents which fail to note both existing and projected workload conditions and percentage of availability of staff assigned shall receive zero (0) points	0-15
5	Demonstrated Prior Ability to Complete Project on Time  Respondents will be evaluated on information provided regarding the firm's experience in the successful completion and steadfast conformance to similar project schedules. Provide an example of successful approaches utilized to achieve a timely project completion. Respondents who demonstrate the ability to complete projects on time shall receive more points.	0-15
6	Demonstrated Prior Ability to Complete Project on Budget	0-15

Proposers will be evaluated on their ability to adhere to initial design budgets. Examples provided should show a comparison between initial negotiated task costs and final completion costs. Respondents should explain in detail any budgetary overruns due to scope modifications. Respondents which fail to provide schedule and budget information as requested will receive zero (0) points.

7 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any sub-contractors should also be included with the response.) 0-10

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

**NOTE:**

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

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

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

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

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

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

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

**I. Hold Harmless and Indemnification**

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

**J. Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

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

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

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

**K. Retention of Records and Right to Access**

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

1. Keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
5. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**L. Communications**

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

**M. No Discrimination**

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

**N. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance,

employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**O. Staff Assignment**

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

**P. Contract Terms**

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

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

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

**Q. Waiver**

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

**R. Survivorship Rights**

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

**S. Termination**

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

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

**T. Manner of Performance**

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

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

**U. Acceptance Period**

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

**V. Conditions and Provisions**

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

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

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

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

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

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

**W. Standard Provisions**1. Governing Law

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

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City in order to perform the service;

- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

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

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

### **X. Questions and Communication**

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

is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**Y. Addenda**

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

**Z. Contractor Performance Report**

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

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

***PROPOSER INFORMATION PAGE***

\_\_\_\_\_, \_\_\_\_\_  
(number) (Title)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

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

**PROJECT TEAM**

SOLICITATION NUMBER \_\_\_\_\_

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

**PRIME**

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

**SUB-CONSULTANT**

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

(use attachments if necessary)

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

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

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

I Certify



### Exhibit – Contractor Performance Report

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

#### **RATINGS**

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

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

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



## City of Pompano Beach Florida

### Local Business Subcontractor Utilization Report

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

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

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

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
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### Local Business Subcontractor Utilization Report Instructions

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

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





LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

Solicitation # \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESS(s) to bid work  
(Month) (Year)

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: \_\_\_\_\_

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

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

Solicitation # \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you send written notices to Local Businesses?

\_\_\_ Yes      \_\_\_ No

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

4. Did you advertise in local publications?

\_\_\_ Yes      \_\_\_ No

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_

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LOCAL BUSINESS EXHIBIT "D"



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

**CONTINUING CONTRACT FOR CIVIL ENGINEERING  
SERVICES FOR VARIOUS CITY PROJECTS**

**July 30, 2020**



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



*From Concept to Reality  
Providing Engineered Solutions*

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     Project Team Form  
     Tier 1/Tier 2 Form  
     Vendor Cert Regarding Scrutinized Company List  
     RLI Questions acknowledgement





Canal Point Park - 2005 for the City of Pompano Beach

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July 30, 2020

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

Re: Letter of Interest; RLI# E-20-20  
Continuing Contract for Civil Engineering Services for Various City Projects

To Whom It May Concern:

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

Munson Design and Consulting, Inc. (MDC), is a small but aggressive engineering and surveying firm specializing in Land Development Engineering. MDC's home office is located in Parkland Florida and was incorporated in 1999 by Shane Munson, P.E. Personnel at MDC process the desire, expertise and creativity to handle the simplest of small projects to the largest of the complex situations. MDC's designs strive to emphasize sustainable or "Green Design" concepts in its projects in order to build a more sustainable natural resource future.

MDC is a company comprised of engineers and surveyors. Shane Munson, P.E., will serve as the Project Manager and engineer responsible for each project. Dennis Gabriele, PSM, is the surveyor responsible for all surveying aspects of each project. From the 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. Most of the construction inspections will be conducted by Mr. 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 firm 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.

MDC is a full-service engineering and surveying firm with vast experience 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 track record and experience in working with local and state governments. It is imperative that there is total communication and understanding between all parties involved to ensure that a project's schedule and budget is maintained. Our firm takes great pride in the effort put forth developing an effective working relationship with the City of Pompano Beach Engineering Department and Public Works staff while working on various City projects within Pompano Beach that range from retrofitting existing drainage systems at City buildings or along City streets to designing soccer fields. While we are not large in size, our track record with the City proves that our firm is contentious of the timelines involved with each project while also being able to immediately address any unforeseen conditions that often occur with engineering projects.

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

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

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

#### **RESPONSIBLE FIRM**

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

#### **CONTACT PERSON**

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

Sincerely,  
Munson Design and Consulting, Inc.

*Shane Munson*

Shane Munson, P.E.  
President/Owner

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## TECHNICAL APPROACH

Munson Design and Consulting, Inc (MDC) technical approach for each project starts with conversation and dialogue with the City in order to understand the issues at hand and the desired goals. The approach leads to a bubble up approach where the scheduling of services is started without being told to do so. The survey is always started early and produced so that existing utility as-builts can be laid out. Utilities can also be investigated, and soft dig services conducted. MDC will prepare 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.

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

### 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)**

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## SCHEDULE

Munson Design and Consulting, Inc (MDC) technical approach for each project starts with conversation and dialogue with the City in order to understand the issues at hand and the desired goals. The approach leads to a bubble up approach where the scheduling of services is started without being told to do so. The survey is always started early and produced so that existing utility as-builts can be laid out. Utilities can also be investigated, and soft dig services conducted. MDC will prepare 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.

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

### RESPONSIBLE OFFICE LOCATION

**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)**

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**B-14-94**  
**AGREEMENT**  
**BETWEEN**  
**THE**  
**TOWN OF DAVIE**  
**AND**  
**MUNSON DESIGN**  
**AND CONSULTING,**  
**INC.**

**FOR**

**MISCELLANEOUS PROFESSIONAL ENGINEERING AND LANDSCAPE**  
**ARCHITECTURAL SERVICES**

This Agreement is made and entered into the 15<sup>th</sup> day of April, 2015 by and between the Town of Davie, a Florida municipal corporation, (“TOWN”), and Munson Design and Consulting, Inc. (“CONSULTANT”) for Miscellaneous Professional Engineering and Landscape Architectural Services (“Agreement”) specifically for Land Development / Civil Site & Drainage Engineering Services, Surveying & Utility Locates and Construction Inspection. References in this Agreement to “Town Administrator” shall be meant to include his designee.

WITNESSETH:

WHEREAS, the Town of Davie issued a Request for Proposal (RFP) B-14-94 for Miscellaneous Professional Engineering and Landscape Architectural Services, pursuant to Section 287.055, Florida Statutes, and established a Selection Committee for the purpose of recommending to the Town Council the selection of a firm to perform Miscellaneous Professional Engineering and Landscape Architectural Services; and

WHEREAS, on April 15<sup>th</sup>, 2015, the Town Council adopted Resolution Number R-2015-017 approved on January 21, 2015, which ratified the rankings of the Selection Committee and authorized the Town officials to enter into negotiations for an agreement with the top ranked proposer; and

WHEREAS, the TOWN and CONSULTANT desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## **SECTION 1. SCOPE OF SERVICES**

- 1.1** The CONSULTANT must meet the requirements and perform the services identified in the Request for Proposal for Miscellaneous Professional Engineering and Landscape Architectural Services, published on July 1, 2014, (“RFP.”), attached hereto and made a part hereof, as Exhibit “A” and the CONSULTANT’S Proposal, attached hereto and made a part hereof, as Exhibit “B”.
- 1.2** CONSULTANT agrees and acknowledges that CONSULTANT is prohibited from exempting provisions of the RFP or in this Agreement in any of CONSULTANT’S services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a three (3) year term.
- 2.2** After the initial three (3) year term, the TOWN shall have the option to renew two (2) additional three (3) year(s) terms and the approval of the Davie Town Council. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party’s right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

## **SECTION 3. COMPENSATION**

- 3.1** The amount of compensation payable by the TOWN to CONSULTANT shall be based upon the rates and schedules as set forth in Exhibit “C”, attached hereto and made a part hereof, which amount shall be accepted by CONSULTANT as full compensation for all such work performed under this Agreement. CONSULTANT will prepare a scope and fee proposal for each requested task and TOWN reserves the right to re-scope, and negotiate such proposal as needed. It is acknowledged and agreed by CONSULTANT that these amounts are the maximum payable and constitute a limitation upon TOWN’S obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONSULTANT’S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

TOWN and CONSULTANT acknowledge that the consulting fees may include but not limited to an estimate of work for: Phase I - Schematic Design; Phase II - Design Development; Phase III - Construction Documents - Phase IV - Bidding and Permitting; Phase V - Construction Administration, and other professional basic services described in the L.O.I. and R.F.P. are included in the fee agreed upon. The TOWN and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for any necessary future phases of Project. If TOWN and CONSULTANT cannot contractually agree, TOWN shall have the right to immediately terminate negotiations at no cost to the TOWN and procure services for future Project phases from another source.

CONSULTANT can only proceed to do the work with the corresponding request of a Purchase Order (P.O.) issued by the Town.

- 3.2** TOWN shall pay CONSULTANT monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Manager, for failure of CONSULTANT to comply with a term, condition or requirement of this Agreement.
- 3.3** Notwithstanding any provision of this Agreement to the contrary, the Town may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of the CONSULTANT which has not been remedied or resolved in a manner satisfactory to the Town. The amount withheld shall not be subject to payment of interest by TOWN.

- 3.4** Payment shall be made to CONSULTANT at:

Attention: Shane Munson P.E.

Munson Design & Consulting, Inc.  
8910 NW 21 Court  
Coral Springs, Fl. 33071

- 3.5** CONSULTANT agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which the CONSULTANT receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by the TOWN.
- 3.6** If it should become necessary for the TOWN to request the CONSULTANT to render any additional services to either supplement, the services described in the RFP or to perform additional work, such as services provided in emergency situations as described in the RFP, such additional work shall be performed, as authorized by the Town. Any such additional work agreed to by both parties shall be performed at the rate for additional work as set forth in the schedule of fees

included in Exhibit "C".

#### **SECTION 4. TERMINATION**

- 4.1** This Agreement may be terminated for cause by action of the Town if the CONSULTANT is in breach and has not corrected the breach within thirty (30) days after written notice from the TOWN identifying the breach, or for convenience by action of the Town upon not less than thirty (30) days' written notice by the Town. This Agreement may also be terminated by the Town upon such notice as the Town deems appropriate under the circumstances in the event the Town determines that termination is necessary to protect the public health, safety, or welfare. This Agreement may be terminated for cause by the CONSULTANT if the TOWN is in breach and has not corrected the breach within sixty (60) days after written notice from the CONSULTANT identifying the breach.
- 4.2** Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of the TOWN as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.3** Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Town which the Town deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of the TOWN to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONSULTANT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the TOWN, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for TOWN'S right to terminate this Agreement for convenience.
- 4.5** In the event this Agreement is terminated, any compensation payable by the TOWN shall be withheld until all documents are provided to the TOWN pursuant to Section 7.2 of this Agreement. In no event shall the TOWN be liable to CONSULTANT for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION AND INSURANCE**

RESPONDENT'S SPECIAL ATTENTION IS CALLED TO THIS SECTION, NOTE: RESPONDENTS ARE ENCOURAGED TO CONFER WITH THEIR INSURANCE CONSULTANT(S) TO ENSURE COMPLIANCE WITH THE FOLLOWING SPECIFICATIONS:

The Contractor agrees to indemnify and hold harmless the Town of Davie, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, to the extent caused by Contractor's negligent acts errors or omissions, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

Respondents are to submit proof of the following insurance. Proof may be in the form of existing insurance certificates with the coverage specified below, or in the form of a letter from the Respondent's insurance company, on their letterhead, stating that if the Respondent is awarded a contract the required insurance will be provided.

### **WORKERS' COMPENSATION:**

The Consultant shall provide and maintain Workers' Compensation insurance in the full amount required by statute and in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers' Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, five hundred thousand dollars (\$500,000.00) disease (policy limit), and one hundred thousand dollars (\$100,000.00) disease (each employee). The Consultant shall further insure that all of its subcontractors maintain appropriate levels of Workers' Compensation insurance.

### **COMMERCIAL AND/OR COMPREHENSIVE GENERAL LIABILITY:**

The Consultant shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Davie and shall name the Town of Davie

as an additional insured. The policy of insurance shall be written in an “occurrence” based format.

**BUSINESS AUTO POLICY:**

The Consultant shall have minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

**PROFESSIONAL LIABILITY:**

The Consultant shall provide insurance with minimum limits of one million dollars (\$1,000,000.00). The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the consultant shall notify the Town of Davie of any claims made against this insurance policy during the five years following execution of this Contract.

The Town of Davie is to be named as an additional insured on both the general liability and auto liability policies.

**CERTIFICATE OF INSURANCE:**

The Town of Davie is to be specifically included as an additional insured on the General Liability Policy. This does not pertain to Workers’ Compensation. The General Liability Special Endorsement must be completed, received and approved prior to commencing service or work.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all sub consultants comply with the same insurance requirements spelled out above. All Certificates of Insurance must be on file with and approved by the Town before the commencement of any work activities, and will be filed with the contract. Certificates of Insurance will be required ONLY from the Respondent receiving the award and will be due within ten (10) days of notification of intent to award. No award will be made without approved Insurance Certificates.

The Town of Davie may request a copy of the insurance policy(s), according to the nature of the project.

The Consultant will be responsible for the payment of any deductible and/or self insured retention in the event of any claim.

## **SECTION 6. MISCELLANEOUS**

- 6.1 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of the TOWN and shall be delivered by CONSULTANT to the Town Procurement Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

The original form of all documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and/or sub consultants, pursuant to this Agreement shall be owned by the TOWN upon full payment of all fees due the Consultant.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not, and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. CONSULTANT takes no responsibility for the reuse of its documents by others. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the Town's reuse of preliminary or developmental plans or ideas incorporated therein, should the project be suspended or terminated prior to completion.

- 6.2 Audit and Inspection Rights and Retention of Records.** The TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by the TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public after termination of this Agreement, unless CONSULTANT is notified in writing by TOWN of the need to extend the retention period. Such retention of

such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to the CONSULTANT'S records, the CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the TOWN'S disallowance and recovery of any payment upon such entry.

In addition, the CONSULTANT shall respond to the reasonable inquiries of successor CONSULTANTS and allow successor CONSULTANTS to receive working papers relating to matters of continuing significance.

In addition, the CONSULTANT shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN, in accordance with the L.O.I. and M.O.U. for the CONSULTANT services.

- 6.3 Policy of Non Discrimination.** CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 6.4 Public Entity Crime Act.** CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONSULTANT, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to the TOWN, may not be awarded or perform work as a CONSULTANT, supplier, sub-consultant, or consultant under a contract with the TOWN, and may not transact any business with the TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from the TOWN'S competitive procurement activities. In addition to the foregoing, CONSULTANT further represents that there has been

no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

**6.5 Independent Contractor.** CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. This Agreement shall not constitute or make the parties a partnership or joint venture.

**6.6 Third Party Beneficiaries.** Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**6.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

TOWN:

Procurement Manager  
Town of Davie  
5691 Orange Drive  
Davie, Florida 33314

With a copy to:

Town Attorney  
5691 Orange Drive  
Davie, FL 33314

CONSULTANT:

Munson Design &  
Consulting, Inc.  
8910 NW 21 Court  
Coral Springs, Fl.  
33071

- 6.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT. In addition, CONSULTANT shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town, which shall be in the Town's discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors should be provided to the Town Procurement Manager, subject to his approval.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to the TOWN'S satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 6.9 Conflicts.** Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 6.10 Contingency Fee.** 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 Agreement 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 other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 6.11 Materiality and Waiver of Breach.** TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The TOWN'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 6.12 Compliance with Laws.** CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 6.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the TOWN or the CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**AGREEMENT BETWEEN THE TOWN OF DAVIE AND MUNSON DESIGN AND CONSULTANT, INC. FOR MISCELLANEOUS PROFESSIONAL ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Davie through its Town Council, signing by and through the Town Mayor, authorized to execute same by Town Council action on April 15<sup>th</sup>, 2015; and Munson Design and Consulting, Inc. authorized to execute same, through its President.

Witnesses: Melissa Short

Consultant: Munson Design and Consulting, Inc.

Date: March 25, 2015

By: [Signature] Jane Munson

Title/Owner: President / Owner

Attest:  
Town of Davie, a Florida  
Municipal Corporation

[Signature]  
Mayor Judy Paul  
[Signature]  
Evelyn Roig  
Town Clerk  
  
(Seal)

[Signature]  
Richard J. Lemack      Approved as to form and correctness:  
Town Administrator

Date: 4/15/15

[Signature]  
John Rayson  
Town Attorney

Council Approved: 4/15/15  
Date

## Exhibit "C"

**PROPOSED SERVICE CATEGORIES AND FEES****Name of Firm****Categories for consideration:**

<b>Maximum Hourly Rate</b>	
<b>Position Requirements</b>	<b>Hourly</b>
Principal (P.E. - Fl. Registered)	\$200.00 / per hour
Senior Engineer (P.E. - Fl. Registered)	\$140.00 / per hour
Senior Process Engineer (P.E. – Fl. Registered)	\$140.00 / per hour
Roadway Engineer	\$140.00 / per hour
Engineer	\$115.00 / per hour
Design Engineer	\$115.00 / per hour
Junior Engineer	\$90.00 / per hour
Project Manager	\$150.00 / per hour
Professional Hydrologist	\$140.00 / per hour
Senior Planner	\$135.00 / per hour
Planner	\$110.00 / per hour
Environmental Scientist	\$110.00 / per hour
Landscape Architect (State of Fl. Registered)	\$130.00 / per hour
Landscape Designer	\$90.00 / per hour
Arborist (ISA Certified)	\$110.00 / per hour
Land Surveyor (PLS – Fl. Registered)	\$135.00 / per hour
Survey Crew (2 – persons)	\$125.00 / per hour
Survey Crew (3 – persons)	\$150.00 / per hour
Senior Field Inspector	\$105.00 / per hour
Field Inspector	\$95.00 / per hour
Administrative Assistant	\$75.00 / per hour
Staff Assistant	\$65.00 / per hour
Technician	\$85.00 / per hour
Drafter / GIS	\$85.00 / per hour
Clerical	\$45.00 / per hour
(list special equipment separately)	



701 Southwest 71<sup>st</sup> Avenue, North Lauderdale, Florida 33068-2395  
954-724-7070 • Fax 954-720-2064 • [www.nlauderdale.org](http://www.nlauderdale.org)

**MAYOR**  
Jack Brady

**VICE MAYOR**  
David G. Hilton

**COMMISSIONER**  
Lorenzo Woods

**COMMISSIONER**  
Jerry Grazioplene

**COMMISSIONER**  
Rich Moyle

**CITY MANAGER**  
Ambreen Bhatti

**CITY ATTORNEY**  
Samuel S. Goren

**CITY CLERK**  
Patricia Vancheri

November 23, 2016

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

To Whom It May Concern:

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

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

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

Sincerely,

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

Authorized Representative (signature):

Name and Title: Shane Munson, President

Company: MUNSON DESIGN & CONSULTING, INC

Date: 11/23/2016

## REFERENCES

### **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.

### **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: \$1,200,000

Responsibilities: This project is in the heart of the design and permitting for the City. MDC's responsibilities include providing a full rights-of-way survey for the two roads, 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: To be determined

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 managed other sub consultants such as 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.

**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.

The following outlines MDC's current or completed City of Pompano Beach projects.

**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) which will allow 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 will be established for public use to better serve the adjacent businesses of Harbor Village. This lot is intended 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 was the renovation of an existing grassy play area and baseball fields into a 'true' soccer field with turf grass, goal nets, small bleachers and player benches. All of the infrastructure was left intact and designed around for this new 345'x210' professional soccer field.

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



PRE-DEVELOPMENT PHOTO LOOKING TOWARDS POWERLINE ROAD



PRE-DEVELOPMENT PHOTO LOOKING TOWARDS THE EAST

The NW 9<sup>th</sup> Street extension involved the extension of the physical roadway system so that it will connect to Powerline Road. All of the roadway components were designed from the pavement marking and signage to the sidewalk extension as well as the drainage system and asphalt pavement. Accordingly, all Florida Department of Transportation (FDOT) permits were obtained. It is anticipated that City crews will build this road.

**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 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 is part of the City's efforts to bring facilities up to current ADA coded 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



**N.E. 1st Street Parking Improvements**

Date: January 27, 2015



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**



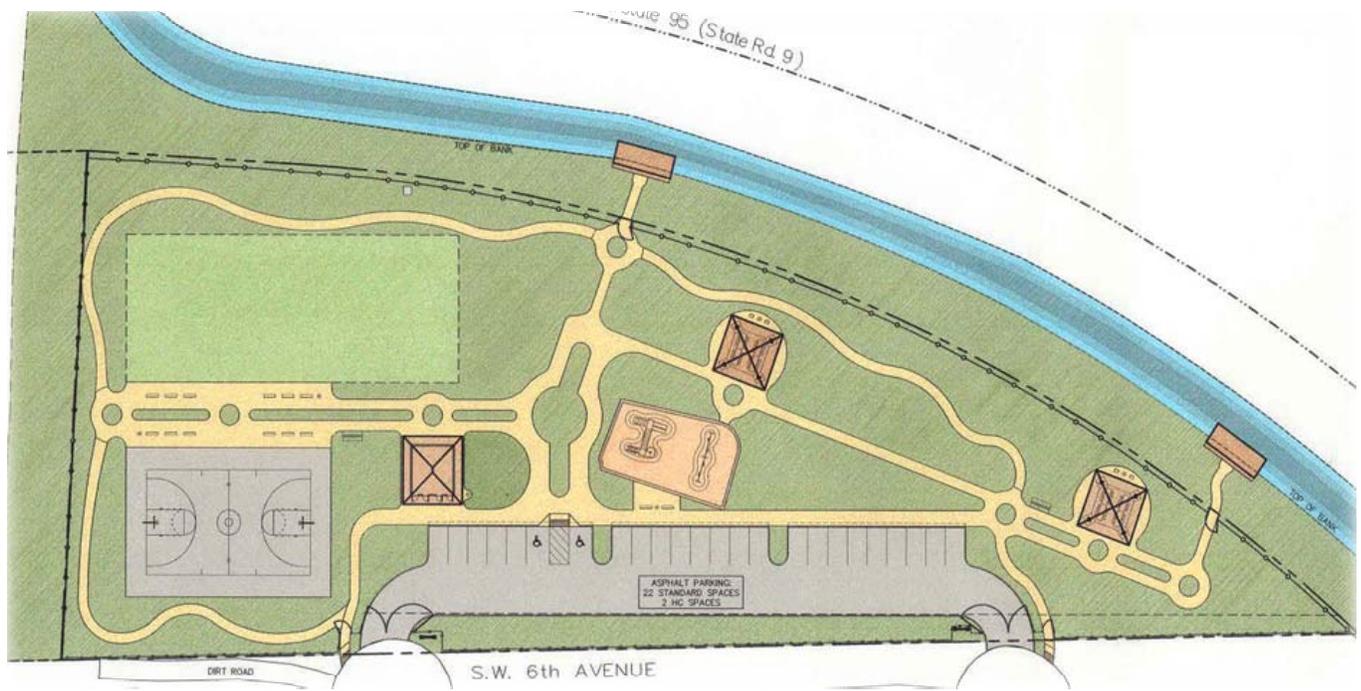
Munson Design and Consulting designed a new drainage system to retrofit a new drainage system for the alley which currently has no formal drainage system. The alley will then be paved and striped for a new one-way directional traffic and on-street parking.

## CITY OF POMPANO BEACH COMMUNITY PARK



The City of Pompano Beach hired MDC to provide civil engineering services for Community Park. These services 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. These services 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 or 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 the park's parking lots with a drainage system and associated permits.

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

MDC performed the site survey; civil engineering design that 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.

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**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	_____ _____	_____
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(use attachments if necessary)

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## ORGANIZATIONAL CHART

Munson Design and Consulting, Inc (MDC) will act as Project Manager and lead design engineer for all projects. Shane Munson, P.E., will work directly with the City staff directly to help determine design, along with applying for and obtaining any and all permits that pertain to each project's criteria. Additionally, should there be any survey work necessary for a project, MDC has in-house surveying capabilities.

Florida Engineering and Testing, Inc., a local small business geotechnical firm, will provide all geotechnical engineering required for each project such as soil borings and percolation tests. Environmental Assessments will be provided by Florida Engineering as needed. Additionally, Florida Engineering will assist in construction inspections to ensure project conformance.

US Utility Pot Holing will provide utility identification and location as required for each project. B&D Environmental will conduct video tape inspections to identify the size, type of material and routing of underground utilities as necessary. Additionally, US Utility Pot Holing will be on-hand for any utility 'soft dig' if required. This will enable the team to piece together any vague remnants of important utilities so they can be located, identified, categorized and accounted for any relocation design project.

MDC will coordinate the field and office design work with each of the sub consultants to complete the project on-time and within budget as well. All sub-consultant staff will report to Shane Munson, PE of MDC, and MDC will compile all of the sub-consultant information for each project. MDC will report directly to the City's Project Manager for each project.

### RESPONSIBLE OFFICE LOCATION

**Munson Design and Consulting, Inc.**

**P.O. Box 771058**

**Coral Springs, Florida 33071**

**Phone Number: 954-340-5291**

**E-mail: [shane@mdcengineers.com](mailto:shane@mdcengineers.com)**

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

### KEY PERSONNEL:

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

Michelle Munson - Graduate/Project Engineer

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

Matthew Kraft, C.S.T. III

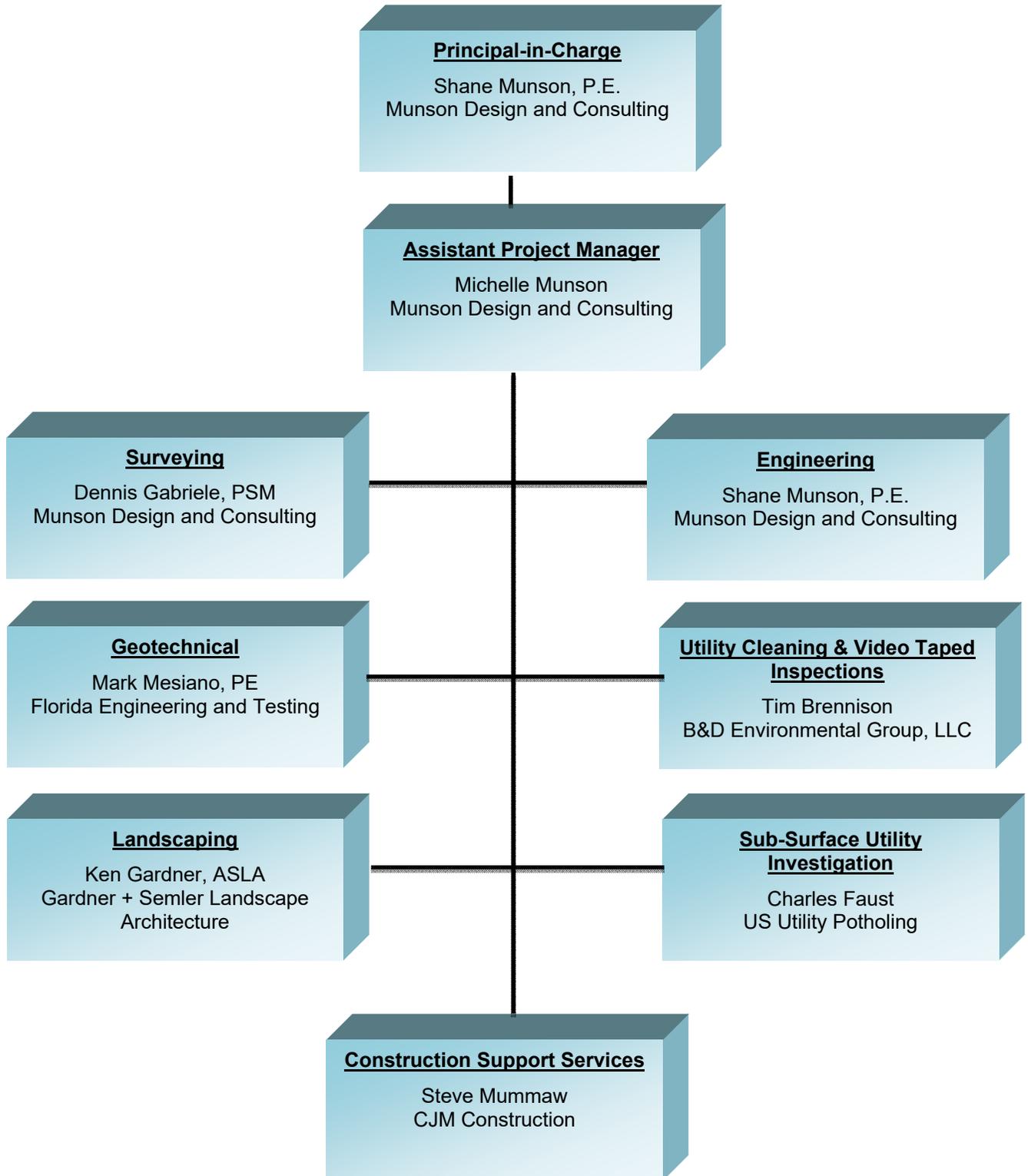
### ADDITIONAL KEY PERSONNEL:

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

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

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

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



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## STATEMENT OF SKILLS AND EXPERIENCE

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

Munson Design and Consulting, Inc. (MDC) has over 21 years of company service to the tri-county area with the Project Manager, Shane Munson, P.E. having over 26 years of expertise. MDC services as a Consulting Engineer for two additional Cities. These are the Town of Davie and the City of North Lauderdale. You will find those continuing service contracts enclosed.

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

MDC has considerable drainage experience ranging from large shopping center projects with independent drainage systems to vast residential tracts of land totaling 950 acres where the drainage system involved extensive wetlands and streams along with large amounts of off-site stormwater flows. MDC has also designed features at several large parks including the City of Pompano Beach's Community Park and Broward County's Long Key Natural Center. Community Park which recently had a 20-acre redevelopment, of the overall 70-acre park, to include a brand-new master drainage system for this new section of the park. The Long Key Natural Center was a 37-acre park which underwent redevelopment in 2007. The park was given a new visitor building, small pond, and parking lots and a maintenance building during the final build out.

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. (Federal Engineering) is also a local CBE firm who specializes in geotechnical testing and analysis. Federal 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. US Utility Potholing and B&D Environmental Group, LLC, (B&D) brings the practical hands-on utility investigation work to this team. Us Utility has the capability to perform “soft dig” utility location services which leaves minimal disruption. B&D owns a vactor truck along with TV and video camera inspection equipment which can trace and “map out” a conduit or pipe so the physical location can be traced. Both leaders has over 20 years of experience and has worked alongside MDC for many years.



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

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

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

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

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

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

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

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

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

Sincerely,  
Munson Design and Consulting, Inc.

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

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

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

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

# STATEMENT OF QUALIFICATIONS



**ENGINEERING & TESTING, INC.**

**Address: 250 S.W. 13th Avenue • Pompano Beach, Florida 33069**

**Phone: (954) 781-6889 • (561) 998-7002 • (772) 785-8667**

**Fax: (954) 784-8550**

**Email: floridaengineering@gmail.com • contactus@fla-eng.com**

**Website: www.fl-a-eng.com**

## OVERVIEW

Florida Engineering & Testing, Inc. (FE&T) is a multi-disciplinary engineering and consulting services firm offering environmental engineering, geotechnical engineering, construction materials testing, special inspections, project management, and consulting. Since our inception in 1994, FE&T has continued to grow to meet the needs of our diverse and changing client base. We currently provide consulting services to both the public and private sectors focusing on residential, commercial, educational, and aviation projects. Our engineering and testing operations focus on the tri-county area, but our service extends throughout all of South Florida.

Our team of qualified professionals has utilized their experience to create a reputable and reliable engineering and testing firm. Our growth can be attributed directly to the quality of service and the satisfaction and appreciation of our wide range of clientele. FE&T's personnel work as a team by utilizing their experience, education, training and certifications to provide our clients with quality engineering services in a cost effective manner.

The Florida Engineering & Testing, Inc. "Team" consists of:

- Registered Professional Engineers (PE)
- Engineers In Training (EIT)
- Special Inspectors
- Roof Consultants
- Roof Testing Technicians
- Material Testing Project Managers
- Engineering Field Technicians
- Certified Environmental Assessors
- Certified Laboratory Management
- Laboratory Technicians



**Florida Engineering & Testing, Inc.'s Corporate Office is located at:**

**250 S.W. 13<sup>th</sup> Avenue • Pompano Beach, Florida 33069**

**Phone: (954) 781-6889 • Fax: (954) 784-8550**



## ENGINEERING & TESTING, INC.

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

### LIST OF SERVICES

#### ENVIRONMENTAL SERVICES

Florida Engineering & Testing, Inc. (FE&T) offers a wide range of Environmental Services including due diligence studies, Phase I & II Assessments, evaluation of contaminated soils, sediment and groundwater, as well as monitoring wells. The following is a partial list of services:

- Phase I Environmental Site Assessments (ASTM E-1527)
  - Field Reconnaissance
  - Site Inspection
  - Review of federal, state, county & local environmental records & files
- Phase II Site Assessments – On Contaminated Sites
  - Phase I Follow up
  - Monitoring Well Installations
  - Groundwater Analysis
  - Soil Analysis
- Contamination Assessments / Site Assessment Reports
- Remedial Action Plans
- Underground Storage Tank Removal & Closure Assessments

#### GEOTECHNICAL SERVICES

FE&T provides a full range of geotechnical services for varying clientele. We own and operate our own drilling equipment and support vehicles. FE&T specializes in fast, friendly and efficient service with quick turnaround time for performing your subsoil investigations (soil borings), monitoring well installations, and exfiltration (hydraulic conductivity) tests. FE&T provides foundation recommendations and geotechnical analysis for support of all types of structures ranging from high rise condominiums, office warehouses, wastewater treatment plants, hospitals, roadways, swimming pools, privacy walls, to gazebos. The following is a partial list of services:

- Auger Borings
- Standard Penetration Tests Borings
- Dynamic Cone Penetration Borings
- Soil Classifications
- Organic Contents
- Sieve / Grain Size Analysis
- Hydraulic Conductivity/Exfiltration/  
Percolation Tests ("K" Value)
- Monitoring Wells
- Foundation Recommendations
- Pavement Recommendations
- Moisture Contents



## **CONSTRUCTION MATERIALS TESTING SERVICES**

FE&T performs a wide range of field and laboratory testing for construction materials. FE&T's familiarity with local codes and construction practices allows for an experience based approach to our project management. FE&T is a CMEC & FDOT certified Testing Laboratory. The following is a partial list of services:

### **FOUNDATIONS, SOILS & PAVEMENT**

- Density / Compaction Tests
- Proctor Tests
- Moisture Contents
- Limerock Bearing Ratio (LBR)
- Florida Bearing Value (FBV)
- Carbonate Analysis on Limerock
- Limerock Thickness Determination
- Soil Classifications

### **CONCRETE/GROUT**

- Cylinders, Cubes and Prisms
- Air Content & Slump
- Concrete Drilled Cores
- Windsor Probe Testing
- Mortar & Grout Testing
- Flexural Strength Beams
- Rebound Hammer Testing

### **ASPHALT PAVEMENT**

- Cores for Density Determination
- Backscatter Density Tests
- Cores for Thickness Determination
- Sampling
- Asphalt Extraction & Gradation
- Marshall Stability/ Flow/ Unit Wght.

## **INSPECTIONS**

FE&T can provide inspections from start to finish of your project. Special inspections are required by the Florida Building Code/Building Departments and assures you that your structure is being built to the in accordance to the approve plans/specifications. The following is a partial list of services:

### **STRUCTURAL / BUILDING**

- Grade Beams
- Stem Wall
- Monolithic Foundation/Slab on Grade
- Reinforced Unit Masonry (CBS)
- Bond Beams & Tie Beams
- Truss Inspections
- Reinforcing Steel Inspection
- Exterior Cladding/Wall Coverings
- Interior Framing
- Windows & Doors
- Engineered Structural Repairs
- Structural Steel Framing
- Structural Connections (Bolted/Welded)
- Pre-Engineered Metal Buildings

### **FOUNDATION**

- Pile Installation Monitoring (Driven, Auger Cast, Pin, Helical, etc.)
- Vibro Compaction/Replacement Monitoring
- Pressure Grouting Monitoring
- Excavating / Backfilling Monitoring
- Vibration / Seismograph Monitoring

### **CIVIL**

- 5-Year Stormwater Re-Certification



## **STRUCTURAL REPAIRS**

FE&T can provide limited engineered repair details and assist the structural engineer with testing/inspections to facilitate development of more complex repairs. FE&T will work with the client and/or structural engineer to incorporate the existing structure and make the minimum changes required to make your repair structurally sound.

## **ROOF CONSULTING/TESTING/INSPECTIONS**

FE&T is a Miami Dade County approved and certified Testing Laboratory (Certificate # 14-1022.01). The following is a partial list of services:

- Tile Uplift Tests (TAS-106)
- Field Withdrawal Resistances (TAS-105)
- Roof Moisture Surveys (TAS-126)
- Bonded Pull Tests/Bell Vacuum Chamber Tests (TAS-124)
- Design Pressure Calculations & Enhanced Fastening Patterns
- Drainage Calculations
- Roof Asbestos Surveys
- Roofing Inspections
  - Retrofit Mitigation
  - Roof Sheathing
  - Base Sheet/Tin Tag Spacing
  - Cap Sheet/Hot Mop
  - Tile/Shingle
- Roof Condition Assessments
- Roof Consulting Services

## **INSURANCE INSPECTIONS**

Insurance companies are becoming more stringent about offering coverage and scrutinizing the discounts that apply. FE&T can perform the inspections needed to get up to 45% off the wind portion of a homeowner's insurance policy as well as the required inspections to keep coverage with Citizens insurance and other companies. The following is a partial list of services:

- Insurance Mitigation Inspection
- Roof Condition Certification Inspection



## **CERTIFICATIONS & ACCREDITATIONS**

**Florida Engineering & Testing, Inc., has been a member of many associations and has several certifications/accreditations. The following is a brief list of the aforementioned:**

- **Florida Department of Transportation (FDOT) Qualified Laboratory  
Laboratory Number: I04036**
- **Quality Assurance Testing Laboratory Accredited by the Following:  
Construction Materials Engineering Council, Inc. (CMEC)  
Miami Dade County Bldg. Code Compliance Office**
- **Minority/Women Business Enterprise certified by the following :  
State of Florida- Office of Supplier Diversity (M/WBE)  
South Florida Water Management District (SBE)  
School District of Palm Beach County (M/WBE)  
Broward County Public Schools (W/MBE)  
Broward College (SDB)**
- **County Business Enterprise (CBE) certified by:  
Broward County Office of Economic and Small Business Development**

**Note: Current Certificates Can Be Provided Upon Request**



## FIRM BACKGROUND

GSLA Design (formerly Rosenberg Gardner Design) has been one of South Florida's leading landscape architectural firms for over 35 years. We have the ability and experience to perform the work required for the City of Pompano Beach. We have served a wide variety of public and private clients, with projects including streetscapes, parks, recreation centers, new communities, schools, condominiums, and commercial centers throughout Miami-Dade, Monroe, Broward and Palm Beach Counties.

Ken Gardner, current President of GSLA, is a native of South Florida and served on several Miami-Dade County boards – the Transportation Aesthetic Review Committee and the Neat Streets Miami (formerly Community Image Advisory Board). He became LEED certified in 2009, and has completed many projects that received LEED recognition.

GSLA is very familiar in working with different municipalities to determine their goals and maintenance capabilities. Our experience on these types of projects allows us to fully understand the importance of absorbing the programmatic and budgeting issues and ensuring that they are adhered to fully during the design process. As LEED certified professionals, we are cognizant of sustainability issues and the need to have every project maintain its aesthetic qualities in perpetuity. Our experience with proper maintainable design, South Florida plant material and installation techniques allows for this to occur. Additionally, as Crime Prevention Through Environmental Design (CPTED) certified professionals, we are fully aware of the safety issues related to design that need to be followed.

## **Timothy Brennison**

*TBrennison@gmail.com*

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

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

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

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



Engineering Division

City of Pompano Beach, Florida

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

November 6, 2014

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

To whom it may concern:

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

Sincerely,

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

Tammy Good, PMP, Civil Engineer II

City of Pompano Beach

954-650-7783

tammy.good@copbfl.com

## MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

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

## MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

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

## MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

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

## MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

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

## MUNSON DESIGN AND CONSULTING TEAM PROJECT EXPERIENCE

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

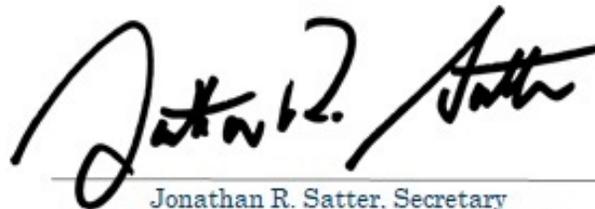
# State of Florida

## Woman & Minority Business Certification

### Florida Engineering & Testing, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

10/24/2019 to 10/24/2021



Jonathan R. Satter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

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

Robert W. Runcie  
Superintendent of Schools

May 24, 2018

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

Dear Ms. Munson :

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

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

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

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

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

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

Sincerely,

Mary C. Coker, Director  
Procurement & Warehousing Services

Enclosure

# Procurement & Warehousing Services

## SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

**Munson Design & Consulting, Inc.**

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

FOR

### CERTIFICATION

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

**Caucasian Female**

ON THIS DAY **May 24, 2018**



Mary Catherine Coker  
Director, Procurement & Warehousing Services



Certification #: **3330-01097 18**

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



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

September 6, 2019

Mr. Charles R. Faust, Jr.

**CC AMERICAN ENTERPRISES LLC dba US UTILITY POTHOLING & AIR EXCAVATION**

4630 NE 11<sup>th</sup> Avenue

Oakland Park, Florida 33334

Dear Mr. Faust:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certifications as a **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your CBE and SBE certifications are continuous, but are contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to OESBD a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to assure continued certification is yours.

To review current Broward County Government bid opportunities visit: [www.broward.org/Purchasing](http://www.broward.org/Purchasing) and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: [www.broward.org/EconDev](http://www.broward.org/EconDev) and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 561990, 562998

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. McDonald", is written over a blue circular scribble.

Sandy-Michael McDonald, Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**

**ANNIVERSARY DATE: SEPTEMBER 6<sup>TH</sup>**



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

## Office of Economic and Small Business Development

*This Certificate is Awarded to:*

**CC AMERICAN ENTERPRISES LLC  
dba US UTILITY POTHOLING & AIR EXCAVATION**

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

**County Business Enterprise  
Small Business Enterprise  
Anniversary Date: August 6<sup>th</sup>**



Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

**A Service of the Broward County Board of County Commissioners**  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL ENGINEERS**

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

**MUNSON DESIGN AND CONSULTING, INC.**

5763 NW 69 WAY  
PARKLAND FL 33067

**LICENSE NUMBER: CA9327**

**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor

Halsey Beshears, Secretary



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

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

**MUNSON, SHANE L.H.**

5763 NW 69 WAY  
PARKLAND FL 33067

**LICENSE NUMBER: PE54719**

**EXPIRATION DATE: FEBRUARY 28, 2021**

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

January 23, 2019

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

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7958

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

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

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

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

Detach Here



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

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

### Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

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

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL ENGINEERS**

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

**MESIANO, MARK ALAN**

755 DOTTEREL ROAD  
#1302  
DELRAY BEACH FL 33444

**LICENSE NUMBER: PE48202**

**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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MUNSON DESIGN  
& CONSULTING  
• CIVIL ENGINEERS •

## **MUNSON DESIGN AND CONSULTING, INC.**

### **INSPECTION SCHEDULE**

MDC shall be scheduled to review or inspect, 48 hours in advance for each of the following construction components. List is subject to change without notice and may vary from project to project. A pre-construction meeting shall be held between all parties.

#### **I. POTABLE AND FIRE LINE WATER SYSTEMS:**

- a) All water main taps regardless of size.
- b) Valve and pipe installations
- c) Pressure tests
- d) Blow off and flushing of water mains
- e) Review bacteriological sample point results
- f) Review Double Detector Check Valve certification results
- g) Final As-Built review and approval

#### **II. PAVING, GRADING AND DRAINAGE:**

- a) Set up and implementation of Stormwater Pollution Prevention Plan per NPDES
- b) Catch basin inspection upon delivery to site
- c) Drainage pipe installation ( solid and exfiltration trench)
- d) Manhole coring
- e) Drainage pipe lamping
- f) Installation and location of down spouts and rainwater leaders
- g) Inspection and adjustment of final catch basin grate elevation
- h) Review Geotechnical Company's or pit source's LBR test results for subgrade. Minimum LBR=40
- i) Subgrade inspection and stringline test
- j) Review Geotechnical Company's or pit source's LBR test results for base material. Minimum LBR=100
- k) Inspect limerock base course
- l) Review and approve Lime Rock As-Built's before prime coat is applied
- m) Inspect prime coat and asphalt thickness once laid
- n) Final As-Built review and approval
- o) Final pavement marking and signage

#### **III. SANITARY SEWER SYSTEMS:**

- a) Manhole or wet well inspection upon arrival
- b) Manhole painting inspection
- c) Setting of manholes or wet wells
- d) Manhole corings
- e) Pipe installation
- f) Connections to existing system
- g) Sanitary sewer pipe lamping
- h) Exfiltration Test (leakage test) for sewer system
- i) Pump Station Installation and Start up
- j) Final As-Built review and approval

#### **IV MISCELLANEOUS:**

- a) Inspect grading of grassy areas, retention areas, sidewalks, trails, ball fields
- b) Inspect curbing
- c) Inspect pavement marking and signage
- d) Inspections when existing conditions do not match survey



MUNSON DESIGN  
& CONSULTING  
• CIVIL ENGINEERS •

**MDC's DRAINAGE LAMPING/INSPECTION REPORT**

CB# _____	to CB# _____	Frame & Grate	OK: <input type="checkbox"/>	Other: _____
JB# _____	to JB# _____	Ring & Cover	OK: <input type="checkbox"/>	Other: _____
		Pipe Mudwork	OK: <input type="checkbox"/>	Other: _____
		Chimney Mudwork	OK: <input type="checkbox"/>	Other: _____
		CB & Pipe Alignment	OK: <input type="checkbox"/>	Other: _____
		Cleanliness	OK: <input type="checkbox"/>	Other: _____
		PRB Installed	OK: <input type="checkbox"/>	N/A: _____
CB# _____	to CB# _____	Frame & Grate	OK: <input type="checkbox"/>	Other: _____
JB# _____	to JB# _____	Ring & Cover	OK: <input type="checkbox"/>	Other: _____
		Pipe Mudwork	OK: <input type="checkbox"/>	Other: _____
		Chimney Mudwork	OK: <input type="checkbox"/>	Other: _____
		CB & Pipe Alignment	OK: <input type="checkbox"/>	Other: _____
		Cleanliness	OK: <input type="checkbox"/>	Other: _____
		PRB Installed	OK: <input type="checkbox"/>	N/A: _____
CB# _____	to CB# _____	Frame & Grate	OK: <input type="checkbox"/>	Other: _____
JB# _____	to JB# _____	Ring & Cover	OK: <input type="checkbox"/>	Other: _____
		Pipe Mudwork	OK: <input type="checkbox"/>	Other: _____
		Chimney Mudwork	OK: <input type="checkbox"/>	Other: _____
		CB & Pipe Alignment	OK: <input type="checkbox"/>	Other: _____
		Cleanliness	OK: <input type="checkbox"/>	Other: _____
		PRB Installed	OK: <input type="checkbox"/>	N/A: _____
CB# _____	to CB# _____	Frame & Grate	OK: <input type="checkbox"/>	Other: _____
JB# _____	to JB# _____	Ring & Cover	OK: <input type="checkbox"/>	Other: _____
		Pipe Mudwork	OK: <input type="checkbox"/>	Other: _____
		Chimney Mudwork	OK: <input type="checkbox"/>	Other: _____
		CB & Pipe Alignment	OK: <input type="checkbox"/>	Other: _____
		Cleanliness	OK: <input type="checkbox"/>	Other: _____
		PRB Installed	OK: <input type="checkbox"/>	N/A: _____

ENGINEERING INSPECTOR: \_\_\_\_\_

CITY or COUNTY: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

MDC DRAINAGE INSPECTION REPORT							
PROJECT: _____				DATE: _____			
Total No. of CB's	Total No. of Cb's to be Cleaned	Total No. of JB's	Total No. of JB's to be Cleaned	Total No. of Mudwork	Asphalt Patches	Outfalls/Headwalls	Lake Banks
COMMENTS: _____							
_____							
_____							



MUNSON DESIGN  
& CONSULTING  
• CIVIL ENGINEERS •

### MDC's SANITARY SEWER LAMPING REPORT

Manhole # _____	to Manhole # _____	Ring and Cover	OK: <input type="checkbox"/>	Other: _____
		Invert	OK: <input type="checkbox"/>	Other: _____
		Walls	OK: <input type="checkbox"/>	Other: _____
		Bench and Trough Mud Work	OK: <input type="checkbox"/>	Other: _____
		Alignment	OK: <input type="checkbox"/>	Other: _____
		Clean	OK: <input type="checkbox"/>	Other: _____
Manhole # _____	to Manhole # _____	Ring and Cover	OK: <input type="checkbox"/>	Other: _____
		Invert	OK: <input type="checkbox"/>	Other: _____
		Walls	OK: <input type="checkbox"/>	Other: _____
		Bench and Trough Mud Work	OK: <input type="checkbox"/>	Other: _____
		Alignment	OK: <input type="checkbox"/>	Other: _____
		Clean	OK: <input type="checkbox"/>	Other: _____
Manhole # _____	to Manhole # _____	Ring and Cover	OK: <input type="checkbox"/>	Other: _____
		Invert	OK: <input type="checkbox"/>	Other: _____
		Walls	OK: <input type="checkbox"/>	Other: _____
		Bench and Trough Mud Work	OK: <input type="checkbox"/>	Other: _____
		Alignment	OK: <input type="checkbox"/>	Other: _____
		Clean	OK: <input type="checkbox"/>	Other: _____
Manhole # _____	to Manhole # _____	Ring and Cover	OK: <input type="checkbox"/>	Other: _____
		Invert	OK: <input type="checkbox"/>	Other: _____
		Walls	OK: <input type="checkbox"/>	Other: _____
		Bench and Trough Mud Work	OK: <input type="checkbox"/>	Other: _____
		Alignment	OK: <input type="checkbox"/>	Other: _____
		Clean	OK: <input type="checkbox"/>	Other: _____
Manhole # _____	to Manhole # _____	Ring and Cover	OK: <input type="checkbox"/>	Other: _____
		Invert	OK: <input type="checkbox"/>	Other: _____
		Walls	OK: <input type="checkbox"/>	Other: _____
		Bench and Trough Mud Work	OK: <input type="checkbox"/>	Other: _____
		Alignment	OK: <input type="checkbox"/>	Other: _____
		Clean	OK: <input type="checkbox"/>	Other: _____



MUNSON DESIGN  
& CONSULTING  
• CIVIL ENGINEERS •

ENGINEERING INSPECTOR:

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CITY or COUNTY:

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CONTRACTOR:

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

8910 NW 21 Court, Coral Springs, Florida 33071 (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.



## ENGINEERING & TESTING, INC.

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

### Mark A. Mesiano, P.E. Principal Engineer



#### Education:

B.S. Civil Engineering,  
University of South Florida,  
1990

#### Professional Registration:

Professional Engineer, Florida  
Registration No. 48202

Professional Engineer,  
Colorado, Registration No.  
31593 (inactive)

#### Technical Certifications:

- Florida DOT Pre-stressed Concrete Inspector
- Radiation Safety Officer and Instructor, PSI, Inc.
- Structural Masonry Inspector, FL Concrete & Products Association (expired)

Mr. Mark A. Mesiano, PE. has over 25 years of experience in the construction industry. He has extensive experience in project management for all phases of construction. His expertise includes geotechnical engineering, environmental engineering, construction materials testing, building inspections, and roof testing/inspections. Under geotechnical engineer, he has extensive experience in soil exploration and design of deep and shallow foundation systems in all types of soils for projects ranging from swimming pools, multi-story buildings, roadway, ports, and airport projects. He also has experience in ground modifications including but not limited to vibro-flotation, vibro-replacement (stone columns), deep dynamic compaction, and pressure grouting. His deep foundation experience includes monitoring/inspection of auger cast piles, helical piles, pin piles, drilled shafts/caissons, and pile load testing. The following are just a few representative projects with a focus on geotechnical engineering:

#### Select Projects:

- Tampa International Airport (1987) – Resident Inspector responsible for inspections and testing of Airside “F” Terminal Building, Airside “F” ATS, and Airside “F” Loading Bridge Caissons (drilled shaft foundations)
- Representative Mass Earthwork Projects
  - E470 Highway Project; Colorado (1995-1997) - Resident Project Manager/PE for all QC testing of Soils, Concrete & Asphalt for Segments I, II, and III (29 miles of 4 lane toll highway, with 30 bridge structures)
  - TECO Polk Power Plant; Tampa (1988) - Project manager for soils and earthwork testing for the rock quarries conversion into power plant site
  - Florida Power Hines Energy Complex Power Plant; Bartow (1989) - Project manager for soils and earthwork testing for the rock quarries conversion into power plant site
- Plantation Oaks Elementary (School "Z"); Orange Park (2006) - Geotechnical exploration (SPT borings and foundation recommendations) for a new elementary school site
- Hotel Indigo; Jacksonville (2007) – Project manager of construction for new hotel including monitoring of ground modifications (vibro-replacement/ stone columns) foundations
- Crosstown Parkway Extension; Port Saint Lucie (2008) – Project manager for construction materials testing including of onsite monitoring of pile driving at I-95 overpass
- Becker Road Extension; Port Saint Lucie (2008) – Project manager for construction materials testing including of onsite monitoring of pile driving at I-95 interchange



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 Pompano Beach, FL 33069

Mark A. Mesiano, P.E.

### Technical Certifications Continued:

- Nuclear Gauge Training and Safety, Earthworks Instrumentation, Inc.
- Concrete Field Testing Technician - Level I, American Concrete Institute (expired)
- Certified Engineering Technician - Level II Soil, Concrete, Asphalt Testing, National Institute for Certification in Engineering Technologies (NICET) (inactive)

### Select Projects Continued:

- SRD Building Corp.; S. Florida (2009-2015) - Geotechnical exploration (SPT borings and foundation recommendations) for numerous high end custom 5000-7000sqft footprint 2-3 story single family homes
- Bomar Builders; S. Florida (2009-2015) – Seismic analysis (seismograph monitoring) during demolition of numerous single family homes
- Florida Foundations; S. Florida (2009-2015) - Geotechnical exploration (SPT borings and foundation remediation recommendations) for underpinning of various structures (houses, additions, walls, etc.) with settlement issues
- Bodax Foundations; S. Florida (2009-2015) – Installation monitoring of auger cast, helical and pin pile installation for new construction and underpinning of existing structures with settlement issues
- Pompano Downtown Connectivity Project (RFP # ); Pompano Beach (2012) - Included 2 phases of geotechnical & hydrogeological exploration (SPT borings, exfiltration tests, auger borings) and laboratory testing (LBRs, organic content, sieve analysis, etc.) for new roadway widening, pipe beddings, drainage design, temporary shoring design, dewatering, etc.
- Port Everglades Southport Container Yard (RFP # R1171027P1); Fort Lauderdale (2013-2015) - Included 3 phases of geotechnical & hydrogeological exploration (SPT borings, exfiltration tests, auger borings) and laboratory testing (LBRs, atterberg limits, organic content, sieve analysis, etc.) over 2 years for site development, structures/facilities, roadway, drainage, etc.
- City of Miramar Honey Hill Drive; Miramar (2015) – Geotechnical & hydrogeological exploration (SPT borings & exfiltration tests) for proposed roadway expansion
- Carter Building; Delray Beach (2015) – Geotechnical exploration (SPT borings and foundation recommendations) for proposed multi-story commercial building over parking
- American Generator Services Warehouse; Davie (2015) – Geotechnical exploration (SPT borings and foundation recommendations) for proposed warehouse building
- SW 13th Street & Flamingo Road Residences; Davie (2015) - Geotechnical exploration (SPT borings and foundation recommendations) for four (4) single family residential homes
- Village at Crystal Lakes Commercial Buildings; Deerfield Beach (2015) - Geotechnical & hydrogeological exploration (SPT borings & exfiltration tests) for proposed 4 multi-story commercial buildings
- Parkland Bay Lake Reclamation; Parkland (2015-Ongoing) – Project management/quality assurance for the City of Parkland for converting an existing lake into residential home sites including oversight of dredging, surcharging to consolidate silt layers, wick installation, settlement plates, etc.

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## **DENNIS J. GABRIELE, P.S.M.**

8910 NW 21 Court, Coral Springs, Florida 33071 (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 & Mapping, Inc., Co-Founder / President (2003 - 2008)

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

Director of Surveying (2000 - 2001)

Assistant Director Surveying / Systems Manager (1996 - 2000)

Survey Crew Chief / Surveyor Intern (1990 – 1996)

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

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

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

- ◆ *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.



## Ken Gardner, ASLA, LEED AP

*President, GSLA Design*



With over 26 years of experience at GSLA Design (GSLA), Ken has extensive knowledge of landscape design and has prepared landscape plans for many streetscapes, parks, garages, schools, condominiums, and commercial centers throughout Miami-Dade, Broward and Palm Beach Counties. He has prepared master land use plans and site plans for parks, residential communities, and retail centers. He 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 & its application is extremely strong. He became LEED certified in 2009 and completed many projects that received recognition from the U.S. Green Building Council.

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

Memberships:  
 American Society of Landscape Architects  
 Transportation Aesthetic Review Committee  
 Neat Streets Miami (formerly CIAB)  
 United States Green Building Council

### RELEVANT EXPERIENCE

#### ***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 those 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.





### ***Altos del Mar Park – Miami Beach***

GSLA worked closely with the architects to develop a site plan for a new oceanfront park in northern Miami Beach. Although predominantly a passive park, there were many open spaces for active play. The park was designed to be a seamless transition between the streetscape of Collins Avenue, a private single-family neighborhood, the Atlantic Ocean and a commercial area. GSLA prepared planting and irrigation plans. All new landscape was native and tolerant to the extreme dune conditions of the park. The lighting plan was designed to be “turtle friendly” during hatching season. This highly anticipated park was well-received by the City, residents and visitors.

### ***11th Street Streetscape – Miami Beach***

GSLA prepared tree protection, planting and irrigation plans for this intersection of 11th Street and the avenues of Lenox, Michigan and Pennsylvania. GSLA used a predominately native, xeric plant palate for sustainability. Tree and palm species were carefully selected and placed to not only give shade, but to visually enhance the corridor. Pedestrian safety was paramount and low-lying plants were used at intersections to maintain visibility.

### ***N.W. South River Drive - Medley***

GSLA worked with the Town of Medley and the project Civil Engineers to redesign the existing street to create a bike lane and landscape opportunities. Street furniture was also selected and located. This was a challenging design project because the roadway had undefined limits and significant encroachments. GSLA also prepared planting and irrigation plans for a median on NW South River Drive. The landscape had to be easily maintainable yet attractive because it was a main thoroughfare through the town.

### ***Miami Lakes Safe Routes to School – Miami Lakes***

GSLA is in the final stages of preparing plans for the Town of Miami Lakes for a safe routes to school project. This connection is approximately 1 ¼ miles long, connecting 3 schools. The plan included a new and widened pedestrian/cyclist shared path through the town. Efforts were made to preserve as many existing trees as possible, as well as planting new trees to create a shaded, comfortable pathway. GSLA prepared existing tree disposition and planting plans.

### ***Old Cutler Road – Cutler Bay***

GSLA prepared landscape plans for an approximately 1 ¼ mile section of Historic Old Cutler Road through Cutler Bay. This plan incorporated wide sidewalks and a significant number of shade trees to provide for a pleasant pedestrian experience. An important aspect of this design was the utilization of “Connect to Protect”, an innovative idea developed by Fairchild Tropical Gardens to connect natural areas with a “ribbon” of native plantings.

### ***Hallandale Beach Boulevard Gateway – Hallandale Beach***

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



**Charles R. Faust Jr. (Chuck) (954)937-1488**

**CFaust@usutilitypotholing.com**

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**Experience**

2014 - Present

**US Utility Potholing & Air Excavation**

**Oakland Park, FL**

- Business Development and Sales
- Utility Locating/ Coordinating
- Customer Relations
- Field Operations

2006- 2014

**BC Surf & Sport**

**Ft Lauderdale, FL**

- Managed design and layout of BC Surf & Sport's Flagship store in Ft Lauderdale.
- Launched BC Surf & Sports online presence
- Assisted in managing POS Software from DOS based to Windows Based Software (Celerant.)
- Regional Manager of 3 stores in South Florida.
- General Manager of BC Surf & Sport (FT Lauderdale)
- Buyer for Hardgoods Wetsuits
- Managed Marketing and Sales for online and in Store
- Was integral person in developing Licensed Billabong Store in Deerfield Beach which led to 3 more Billabong Licensed stores in South Florida.
- Instituted BC Surf & Sports presence in the Ft Lauderdale Boat Show

1991-2009

**Owner of Management Services of Indiana Inc.**

**Coral Springs, FL**

- Operated BC Surf & Sport of Coral Springs
- Managed Buildout and Design of 2 different locations in Coral Springs.
- Negotiated leases.
- Managed Software integration from DOS Based POS Software to Windows based Quickbooks Point of Sale.
- Managed buyers and retail staff
- Designed and Managed online retail store [www.apertureboardshop.com](http://www.apertureboardshop.com)
- Desinged and Managed online closeout website [www.blowinitout.com](http://www.blowinitout.com)
- Managed Skate Park for the City of Coral Springs under Skate Concessions LLC
- 

**Other items**

- **Holds a Certificate in Utility Locating**
- **Holds Certificate in advance Pipe Cleaning**

**Education**

Class of 1987

CARDINAL GIBBONS HIGH SCHOOL

Ft. Lauderdale, Florida

**Skills**

- Expertise in utility locating practices and procedures
- Knowledge of reading utility prints
- Ability to use locating equipment to determine location of utilities
- Knowledge of materials, equipment, rules, regulations, and ordinances governing the installation, repair, and maintenance of underground utilities
- Ability to mark areas with paint/and or flags that is specified for each utility
- Sub-Surface Utility Reporting with proprietary software

**Sub Surface Utility Exploration Projects:**

- FDOT I-95 Express Way Lanes Broward County
- FDOT 826/I75 Express Lanes Project, Miami, FL
- Dania Beach Catch Basin 5, Dania Beach, FL
- Minto West, Loxahatchee, FL
- Mount Sinai Hospital, Miami Beach, FL

**Affiliations:**

- Underground Contractors Association South Florida
- American Society of Civil Engineers (Affiliate Member)

## **Timothy Brennison**

*TBrennison@gmail.com*

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

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

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

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

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## OFFICE LOCATIONS

### RESPONSIBLE OFFICE

#### ***PROJECT MANAGER, LEAD CIVIL ENGINEER AND SURVEYOR***

Munson Design and Consulting, Inc.  
P.O. Box 771058  
Coral Springs, Florida 33077  
Phone Number: 954-340-5291  
E-mail: [shane@mdcengineers.com](mailto:shane@mdcengineers.com)  
Web Site: [mdcengineers.com](http://mdcengineers.com)  
Number of professional and administrative staff (4)

#### ***GEOTECHNICAL ENGINEER***

**Florida Engineering and Testing, Inc.**  
250 SW 13<sup>th</sup> Avenue  
Pompano Beach, Fl. 33069  
Phone Number: 954-784-2941  
Fax Number: 954-784-7875  
E-mail: [fed-eng.com](mailto:fed-eng.com)  
Number of professional and administrative staff (6)

#### ***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)

#### ***UTILITY LOCATIONS, SOFT DIG UTILITY LOCATION SERVICES***

**U.S. Utility Potholing and Air Excavation**  
4830 NE 11 Avenue  
Oakland Park, Fl. 33334  
Phone Number: 954-937-1488  
E-mail: [cfaust@usutilitypotholing.com](mailto:cfaust@usutilitypotholing.com)  
Number of professional and administrative staff (6)

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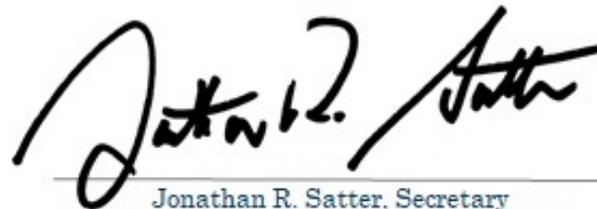
# State of Florida

## Woman & Minority Business Certification

### Florida Engineering & Testing, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

10/24/2019 to 10/24/2021



Jonathan R. Satter, Secretary  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)



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

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

4422214  
MESIANO, MARK  
250 SW 13 AVENUE

9/18/2019

POMPANO BEACH FL 33069

**THIS IS NOT A BILL**

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

**BUSINESS OWNER:** FLORIDA ENGINEERING & TESTING  
**BUSINESS LOCATION:** 250 SW 13 AV POMPANO BEACH FL

**RECEIPT NO:** 20-00041486  
**CLASSIFICATION:** PROFESSIONAL-ENGINEER (PROF,CIVIL,ELECT)

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

**BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30<sup>TH</sup> OF EACH YEAR**



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

November 27, 2019

Ms. Christine Chang  
**FLORIDA ENGINEERING & TESTING, INC.**  
250 S.W. 13<sup>th</sup> Avenue  
Pompano Beach, Florida 33069

Dear Ms. Chang:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: [www.broward.org/Purchasing](http://www.broward.org/Purchasing) and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Architecture and Engineering Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: [www.broward.org/EconDev](http://www.broward.org/EconDev) and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE: 541330; 541380**

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in black ink, appearing to read "S.McDonald", with a long, sweeping flourish extending to the right.

Sandy-Michael McDonald, Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE**  
**ANNIVERSARY DATE: November 15<sup>th</sup>**



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

February 2, 2018

REGISTERED VENDOR NO.: 115825

Ms. Christine Chang, VP  
Florida Engineering & Testing, Inc.  
250 S.W. 13<sup>th</sup> Avenue  
Pompano Beach, FL 33069

**CERTIFICATION EXPIRATION DATE**  
**February 2, 2021**

Dear Ms. Chang:

Congratulations, the South Florida Water Management District (District) has Recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

**Professional Engineering Services**

*Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.*

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Alejandro Quintero  
Sr. Contract Compliance Specialist  
Procurement Bureau

/aq.se



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

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

4471924  
BD ENVIRONMENTAL GROUP  
2900 NE 7 AV

3/4/2020

POMPANO BEACH FL 33064

**THIS IS NOT A BILL**

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

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

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

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

**BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30<sup>TH</sup> OF EACH YEAR**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**DBA:**  
**Business Name:** BD ENVIRONMENTAL GROUP LLC

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

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

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

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

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

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

**Mailing Address:**

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

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

**2019 - 2020**

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**DBA:**  
**Business Name:** BD ENVIRONMENTAL GROUP LLC

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

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

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

Rooms	Seats	Employees	Machines	Professionals
		1		

Signature	<b>For Vending Business Only</b>					
	<b>Number of Machines:</b>		<b>Vending Type:</b>			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

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



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

September 6, 2019

Mr. Charles R. Faust, Jr.

**CC AMERICAN ENTERPRISES LLC dba US UTILITY POTHOLING & AIR EXCAVATION**

4630 NE 11<sup>th</sup> Avenue

Oakland Park, Florida 33334

Dear Mr. Faust:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certifications as a **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your CBE and SBE certifications are continuous, but are contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to OESBD a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to assure continued certification is yours.

To review current Broward County Government bid opportunities visit: [www.broward.org/Purchasing](http://www.broward.org/Purchasing) and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: [www.broward.org/EconDev](http://www.broward.org/EconDev) and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 561990, 562998

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. McDonald", is written over a blue circular scribble.

Sandy-Michael McDonald, Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**

**ANNIVERSARY DATE: SEPTEMBER 6<sup>TH</sup>**



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

## Office of Economic and Small Business Development

*This Certificate is Awarded to:*

**CC AMERICAN ENTERPRISES LLC  
dba US UTILITY POTHOLING & AIR EXCAVATION**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

**County Business Enterprise  
Small Business Enterprise  
Anniversary Date: August 6<sup>th</sup>**



Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

**A Service of the Broward County Board of County Commissioners**  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

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

Robert W. Runcie  
Superintendent of Schools

May 24, 2018

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

Dear Ms. Munson :

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

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

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

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

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

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

Sincerely,

Mary C. Coker, Director  
Procurement & Warehousing Services

Enclosure

# Procurement & Warehousing Services

## SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

**Munson Design & Consulting, Inc.**

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

FOR

### CERTIFICATION

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

**Caucasian Female**

ON THIS DAY **May 24, 2018**



Mary Catherine Coker  
Director, Procurement & Warehousing Services



Certification #: **3330-01097 18**

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

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## LITIGATION

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

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

***PROPOSER INFORMATION PAGE***

***RFP*** \_\_\_\_\_, \_\_\_\_\_  
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

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

RLI#E-20-20

Solicitation Number & Title: Continuing Contract for Civil Engineering Services for Various City Projects Prime Contractor's Name: Munson Design and Consulting, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount or %</u>
Florida Engineering and Testing	Mark Mesiano, PE 866 781-6889	Geotechnical Services	10%
B&D Environmental Services	Tim Brennon (954) 876-1267	Utility Cleaning and Video Taping Services Utility Pot Holing	15%

LOCAL BUSINESS EXHIBIT "A"



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

Solicitation Number E-20-20

TO: Munson Design and Consulting, Inc.  
(Name of Prime or General Bidder)

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

an individual

a corporation

a partnership

a joint venture

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

Utility cleaning and Video taping Inspections  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: TBD per City Contract

1/23/2020  
(Date)

BD Environmental Group, LLC  
(Print Name of Local Business Contractor)

2900 NE 7th Avenue  
(Street Address)

Pompano Beach, Fl. 33064  
(City, State Zip Code)

BY:   
(Signature)

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

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS EXHIBIT "C"  
LOCAL BUSINESS UNAVAILABILITY FORM

N/A

Solicitation #    E-20-20

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESS(s) to bid work  
(Month)      (Year)

items to be performed in the City of Pompano Beach:

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

Said Local Businesses:

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

Name and Title: \_\_\_\_\_

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

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

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

BID # \_\_\_\_\_ E-20-20

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

Geotechnical Testing

\_\_\_\_\_  
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.

Via emails and phone conversations

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you send written notices to Local Businesses?

via email  Yes  No

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

4. Did you advertise in local publications?

Yes  No

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

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

MDC reached out to these known companies

\_\_\_\_\_  
\_\_\_\_\_

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

Florida Engineering and Testing	\$	TBD
_____	_____	_____
B&D Environmental Services	\$	TBD
_____	_____	_____
_____	\$	_____

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

\_\_\_\_\_

LOCAL BUSINESS EXHIBIT "D" – Page 2

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**BIDDERS ARE TO COMPLETE FORM AND UPLOAD COMPLETED FORM TO THE EBID SYSTEM**

**EXHIBIT E**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

RLI # \_\_\_\_\_

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed with your electronic submittal.

Name of Firm	Certificate Included?

### 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

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.**

7/22/2020  
(Date)

Munson design and Consulting, Inc.  
(Name of Firm)

BY: Shane Munson  
(Name)

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

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Munson Design and Consulting, Inc.

Vendor FEIN: 65-0988505

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

I Certify

*Shane Munson*

## RLI QUESTIONS ACKNOWLEDGEMENT

Munson Design and Consulting, Inc (MDC) acknowledges reading and understanding the questions submitted to this RLI.



MUNSON DESIGN  
& CONSULTING  
• CIVIL ENGINEERS •

**PROPOSED SERVICE CATEGORIES AND FEES**

**Categories for consideration:**

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**Maximum Hourly Rate**

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

\* Policy to be written on a claims incurred basis

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

**AUTOMOBILE LIABILITY:**

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

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

**REAL & PERSONAL PROPERTY**

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

**EXCESS LIABILITY**

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

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

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

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

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

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

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

12/11/2020

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

RE: ASCE Professional Liability Insurance  
Evidence Number: 2201412 - 03  
Expiration Date: 06/01/2021  
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

DATE (MM/DD/YYYY)  
12/11/2020

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).

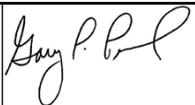
<b>PRODUCER</b> Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616	<b>CONTACT NAME:</b> ASCE Professional Liability Department <b>PHONE (A/C, No, Ext):</b> 800-322-2488 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 866-817-9009	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Munson Design & Consulting Inc 5763 NW 69th Way Pompano Beach, FL 33067-1351	<b>INSURER A:</b> Underwriters at Lloyd's of London (AM Best #085202)		AA-1122000
	<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	2201412 - 03	06/01/2020	06/01/2021	\$1,000,000 Each Claim \$1,000,000 Aggregate \$5,000 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 Attn: Risk Manager 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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