

## Town of Highland Beach Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public while also working to ensure the safety and health of the town's staff, the community, and visitors alike.

That said, as an added layer of protection for the safety of all attending meetings in the Commission Chambers, the wearing of facial coverings or masks is required. Also, until further notice, Social distancing requirements and in-person meeting capacity limits remains in place. For those interested, Zoom Video Communications and telephone participation are offered.

The following information is guidance for preregistration for Zoom or telephone participation, and for viewing and providing public comments at the meeting:

#### ZOOM PARTICIPATION:

Online or Telephone Access – Access to the meeting will begin on the date and time of the meeting.

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at <u>publiccomments@highlandbeach.us</u> or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.).
- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

For additional information on using Zoom, please visit Zoom Support by click on the following link: <u>https://support.zoom.us/hc/en-us</u>.

**Viewing Only -** To view the meeting, preregistration is not required. The public can view the meeting on the following:

• Highland Beach TV Channel 99 online streaming on the Town's website and via Highland Beach YouTube at <a href="https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw">https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw</a>.

#### **PROVIDING PUBLIC COMMENT:**

Persons desiring to provide public comments must do so by one of the methods listed below. Public comments will be limited to five minutes (three minutes for special Commission meeting items only) per person during the designated section of the agenda. If an interested person desires to provide written public comment, all comments must be directed to Lanelda Gaskins, Town Clerk as follows:

#### TO SEND COMMENTS IN ADVANCE VIA EMAIL:

• To submit public comments, click on the link https://mmportal6.teammunicode.com// to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or

- Submit your comments to <u>publiccomments@highlandbeach.us</u>.
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.
- Live Zoom Video Participation If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

Should you have any questions, please feel free to contact the Town Clerk's Office at (561) 278-4548.



## TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA REVISED 04/15/2022

Tuesday, April 19, 2022 AT 1:30 PM

**TOWN HALL COMMISSION CHAMBERS** 

3614 S. OCEAN BOULEVARD HIGHLAND BEACH, FL 33487

**Town Commission** 

Douglas Hillman Natasha Moore Peggy Gossett-Seidman Evalyn David John Shoemaker Mayor Vice Mayor Commissioner Commissioner Commissioner

Marshall Labadie Lanelda Gaskins Glen J. Torcivia Town Manager Town Clerk Town Attorney

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. APPROVAL OF THE AGENDA

#### 5. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2022-008

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date

#### 6. PUBLIC COMMENTS

Public Comments will be limited to five (5) minutes per speaker.

#### 7. ANNOUNCEMENTS

**Board Vacancies** 

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Meetings and Events

May 03, 2022 - 1:30 P.M. Town Commission Meeting

May 04, 2022 - 1:00 P.M. Natural Resources Preservation Board Regular Meeting

May 05, 2022 - 2:00 P.M. Financial Advisory Board Regular Meeting (tentative)

May 10, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

May 12, 2022 - 9:30 A.M. Planning Board Regular Meeting

Board Action Report

A. None.

#### 8. ORDINANCES

A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

#### 9. CONSENT AGENDA

A. None.

#### 10. UNFINISHED BUSINESS

- A. Fire Rescue Implementation Update
- B. Update on the Mission and Vision Statements for Strategic Plan Vice Mayor Moore
- C. Continued discussion on Town Entry Signage Design Concepts
- <u>D.</u> Discussion of the public participation and planning board review process of the proposed ordinance amendments for Marine Accessory Structures.

#### 11. <u>NEW BUSINESS</u>

- A. Approve the recommendation of the Evaluation Committee and authorize staff to conduct negotiations with the first-ranked firm, Kaufman Lynn Construction and establish a contract in accordance with the Request for Qualifications (RFQ) No. 22-001 for the Construction Manager at Risk.
- B. Discussion on fees related to the establishment of the Fire Rescue Department.
- <u>C.</u> Approval of the Commission Meeting Minutes

February 16, 2022 Commission Special Meeting Minutes

March 01, 2022 Commission Meeting Minutes

#### 12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker

Commissioner Evalyn David

Commissioner Peggy Gossett-Seidman

Vice Mayor Natasha Moore

Mayor Douglas Hillman

#### 13. TOWN ATTORNEY'S REPORT

#### 14. TOWN MANAGER'S REPORT

#### 15. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance

#### File Attachments for Item:

A. Resolution No. 2022-008

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

- **MEETING TYPE:** Commission Meeting
- **MEETING DATE** April 19, 2022
- **SUBMITTED BY:** Lanelda Gaskins, Town Clerk
- **SUBJECT:** Resolution No. 2022-008

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date

#### SUMMARY:

Consideration of Resolution No. 2022-008 ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

The Town Clerk's Office received two (2) board applications for Town Commission consideration. Currently, there is one (1) open vacancy for a new applicant to serve as a member on the Board. The applicant names are as follows:

#### **Appointment**

Nievecita Maraj (Casa Marina)

Jason Chudnofsky (Coronado)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Highland Beach Police Department (HBPD) reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings.

Additionally, the Code Enforcement Officer reported no history of any code violations on all applicants.

#### FISCAL IMPACT:

N/A

#### ATTACHMENTS:

Resolution No. 2022-008

#### **RECOMMENDATION:**

With the Commission consideration, Staff recommends the adoption of Resolution No. 2022-008 for an applicant to a three-year term as outlined in the resolution.



#### **RESOLUTION NO. 2022-008**

#### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE PLANNING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 20, Article II, Sec. 20-26 of the Town's Code of Ordinances establishes the Planning Board and governs the membership, qualification, function, and rules of the Code Enforcement Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms

of office of members of the Planning Board; and

WHEREAS, on February 05, 2022, one (1) board member term expired, thereby opening

one (1) vacancy on the Board; and

WHEREAS, the Town Clerk's Office received two (2) applications for consideration; and

**WHEREAS,** pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

**WHEREAS,** the chairperson of the Planning Board interviewed the applicants and recommends that the Town Commission appoint one applicant to the Board; and

**WHEREAS,** Town residents interested in serving on or continuing to serve on the Planning Board have submitted a board application for the Town Commission's consideration.

## NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

Resolution No. 2021-031

The foregoing "WHEREAS" clauses are true and correct and hereby ratified Section 1. and confirmed by the Town Commission.

Consistent with the Town's Code of Ordinances, one (1) member has been Section 2. selected by the Town Commission to serve on the Planning Board for a full three-year term expiring April 19, 2024, as follows:

**Board Member** 

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida,

this 19<sup>th</sup> day of April 2022.

Douglas Hillman, Mayor

ATTEST:

#### **REVIEWED FOR LEGAL SUFFICIENCY:**

Lanelda Gaskins, MMC Town Clerk

**VOTES:** 

Glen Torcivia Town Attorney

NO

YES Mayor Douglas Hillman Vice Mayor Natasha Moore Commissioner Peggy Gossett-Seidman Commissioner Evalyn David Commissioner John Shoemaker



# **MEMORANDUM**

TO: Lanelda Gaskins, MMC, Town Clerk

Eric Goldenberg FROM:

03/15/2022 DATE:

Initial Vetting of Applicant: Nievecita Maraj SUBJECT: 

(date), I met with Nievecita Maraj (applicant's name) On 03/14/2022 to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

#### Detail Explanation:

Ms. Maraj has been active in our community for some time. In the past she has served on our Natural Resource Preservation Advisory Board. I believe she is interested in helping protect the quality of our community. She would be an asset to the Planning Board.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

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For the Appointment of this Applicant
Against the Appointment of this Applicant
Signature of Board Chairperson
3614 SOUTH OCEAN BOULEVARD  HIGHLAND BEACH, FLORIDA 33487 Palm Beach County, Florida

Palm Beach County, Florida



### **Town of Highland Beach**

**Town Clerk's Office** 

RECEIVED

FEB 2 5 2022

3614 S. Ocean Boulevard Highland Beach, Florida 33487 Town of Highland Beach, FL Phone: (561) 278-4548 Fax: (561) 265-3582wn Clerk's Office

### **BOARDS AND COMMITTEES APPLICATION**

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your resume and proof of residency such as a government issued identification or voter registration card.

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Nievecita Maraj

PHONE: 561-245-1974

HOME ADDRESS: 1020 Bel Air Drive

APT. NO.

SUBDIVISION: EMAIL ADDRESS: nievecitasnow@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

	Board of Adjustment & Appeals	 Code Enforcement Board		
	Financial Advisory Board	 Natural Board	Resources	Preservation
Х	Planning Board	Other Bo	oard /Commit	tee

#### PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING OUESTIONS:

Are you a resident of Highland Beach?	Yes X	No
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes X	No
Are you currently serving on a Town Board?	Yes	No X
Have you ever served on a Town Board/Committee?	Yes X	No
If so, please indicate the Board(s)/Committee(s)? <u>Natural Resources Preservation Advisory</u>	Date of Servi	ce: 3.5 Years
Are you willing to attend monthly board meetings? In Person / Telecom	Yes X	No
Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be		
considered as resignation from the board/committee.	$_{\rm Yes}$ X	No

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

I am a Virtual Executive Assistant and Realtor. Organization, administration, problem-solving, time management, communication, and being extremely deadline-driven have encompassed my past professional experiences. Whether working independently, with a team, or leading a team of people, I exercise strong interpersonal, and negotiating skills, to ensure the success of the projects at hand.

Serving on the Natural Resources Preservation Advisory Board gave me a good understanding of our town's strengths and needs from a preservation perspective. I would use this knowledge to help with future planning.

Please summarize your volunteer experience(s):

Executive Administrative Assistant, ARCHER DISABILITY FOUNDATION INC. Assisted the President with day to day operations, event planning, and video recording of the events.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best if my knowledge.

nature of Applicant

2/23/22

Resume Attached.

#### Contact

5612451974 (Mobile) nievecitasnow@gmail.com

www.linkedin.com/in/nievecitamaraj-48aab845 (LinkedIn) www.nievecita.com (Company) vimeo.com/28169696 (Portfolio)

Top Skills Video Production Reality Broadcast

#### Languages

English (Native or Bilingual) Spanish (Native or Bilingual)

Certifications Certificate in Hospitality

# Nievecita Maraj

Independent Virtual Executive Assistant and Realtor Boca Raton

### Summary

Providing high-level administrative support for C-Suite executives, allowing them time to focus on the upper-level priorities of their business. Organization, administration, problem-solving, time management, communication, and being extremely deadline-driven have encompassed my past professional experiences. Whether working independently, with a team, or leading a team of people, I exercise strong interpersonal, and negotiating skills, to ensure the success of the projects at hand.

## Experience

#### BELAY

BELAY Independent Virtual Executive Assistant November 2020 - Present (1 year 4 months) Atlanta, Georgia, United States

- · C-suite executive administrative support.
- Inbox Management.
- · Calendar management and scheduling.
- · Project development, coordination, and team management.
- Optimize travel schedules and enable remote decision making, keeping projects on track.

• Coordination and planning of virtual and onsite meetings, and conference calls.

- Agendas and meeting material development.
- Manage social media sites (Facebook, Instagram, LinkedIn, Twitter).
- · Use project management platforms for daily activities.
- · Conduct research and prepare reports.
- Proficient with the use of cloud based project management and desktop software, as a well as web-based applications.
- Provide bookkeeping using Quickbooks Online.

#### **Regency Realty Services**

Realtor 2017 - Prese

#### Boca Raton, Florida, United States

• Prepare documents such as representation contracts, purchase agreements, closing statements, leasing, and deeds.

•Generate lists of properties that are compatible with buyers' needs and financial resources.

 Accompany buyers during visits to and inspections of property, advising them on suitability and value of the homes they are visiting based on current market conditions.

•Evaluate mortgage options to help clients obtain financing at the best prevailing rates and terms.

 Coordinate property closings, overseeing signing of documents and disbursement of funds.

•Confer with escrow companies, lenders, home inspectors, and pest control operators to ensure that terms and conditions of purchase agreements are met before closing dates.

Act as an intermediary in negotiations between buyers and sellers.
Promote sales of properties through advertisements, open houses, and participation in multiple listing services.

Rose Lee Productions Inc Vice President of Operations 2011 - 2017 (6 years) Boca Raton, FL

• Work with Executive Producer/Host to produce the weekly public affairs broadcast of The Rose Lee Show, which airs on ION Television in 5 Florida Markets.

• Managed daily operations of Rose Lee Productions, Inc. Instrumental in the business reorganization and sales increase.

· Remotely closed-captioned.

#### Various Film Production Companies Producer 2006 - 2011 (5 years)

Santa Monica, California / Miami, Florida

• Managed and controlled project scope and the change control process to ensure that projects complete according to schedule and within budget.

• Production administration and support, which included: coordinating all dubbing needs, coordinating and tracking delivery of material by in-house and freelance producers to in and out-of-house facilities.

Coordinate Page 15 els for on- and off-air needs.

- · Set up the production office, organizing equipment, supplies and staff.
- · Coordinated travel, accommodation, work permits for cast and crew.
- Distributed shooting schedules, crew and cast lists, scripts and script revisions.

• Coordinated transportation, locations, catering, billing, and communicating with crew members.

 Collaborated with public relations and marketing teams to ensure contractual deliverables and project success

 Provided production support including labels and coordinated all couriers and shipping.

#### Florida International University.

Executive Assistant to the CFO and University Treasurer 2005 - 2006 (1 year) Miami, Florida, United States

• Maintained both executive's appointment schedules by planning and scheduling meetings, conferences, teleconferences, and travel.

• Conserved executive's time by reading, researching, and routing correspondence; drafting letters and documents; collecting and analyzing information; initiating telecommunications.

• Welcomed university staff and students by greeting them, in person or on the telephone; answering or directing inquiries.

 Maintained con dence and protected operations by keeping information confidential.

- Completed projects by assigning work to clerical staff; following up on results.
- · Prepared reports by collecting and analyzing information.

 Provided historical reference by developing and utilizing ling and retrieval systems;

recording meeting discussions.

Doral Golf Resort and Spa Night Auditor 2004 - 2005 (1 year) Miami, Florida, United States

• Audited all resort transactions conducted during the day and reconciled all resort accounts.

• Working independently during overnight hours, managed front office and checked-in late night arriving guests.

The Jones Page 16 ction Company

Executive Assistant to the Executive Producer 2003 - 2004 (1 year) Santa Monica, CA

 Assisted the Executive Producer oversee productions of national commercials from pre to postproduction.

• Marketed directors by creating reels for distribution to east coast, mid west, and west coast

advertising agencies.

Conducted bookkeeping for the Executive Producer, and made company deposits up to \$500,000.

## Education

#### Florida International University

Bachelor of Arts, Liberal Studies, Mass Communication · (2003 - 2005)

# Nievecita Maraj VIRTUAL EXECUTIVE ASSISTAN

Organization, administration, problem-solving, time management, communication, and being extremely deadline-driven have encompassed my past professional experiences. Whether working independently, with a team, or leading a team of people, I exercise strong interpersonal, and negotiating skills, to ensure the success of the projects at hand.

## **PROFESSIONAL EXPERIENCE**

#### Real Estate Sales Associate

Regency Realty Services. Boca Raton, FL (2017 - present)

- Prepare documents such as representation contracts, purchase agreements, closing statements, leasing and deeds.
- Generate lists of properties that are compatible with buyers' needs and financial resources.
- Accompany buyers during visits to and inspections of property, advising them on suitability and value of the homes they are visiting based on current market conditions.
- Evaluate mortgage options to help clients obtain financing at the best prevailing rates and terms.
- Coordinate property closings, overseeing signing of documents and disbursement of funds.
  Confer with escrow companies, lenders, home inspectors, and pest control operators to ensure that terms and conditions of purchase agreements are met before closing dates.
- Act as an intermediary in negotiations between buyers and sellers.
  Promote sales of properties through advertisements, open houses, and participation in multiple listing services.

### Vice President of Operations

Rose Lee Productions, Inc. Boca Raton, FL (2011 - 2017)

- Worked with Executive Producer/Host to produce the weekly public affairs broadcast of The Rose Lee Show, which aired on ION Television in 5 Florida Markets.
- Managed daily operations of Rose Lee Productions, Inc.
  Provided bookkeeping using Quickbooks software.

#### Freelance Producer

#### Various Production Companies. CA/FL (2006 - 2011)

- Managed and controlled project scope and the change control process to ensure that projects complete according to schedule and within budget.
- Production administration and support, which included: coordinating all dubbing needs, coordinating and tracking delivery of material by in-house and freelance producers to in and outof-house facilities.
- · Coordinated comp reels for on- and off-air needs.
- Set up the production office, organizing equipment, supplies and staff.
- Coordinated travel, accomodation, work permits for cast and crew.
- Distributed shooting schedules, crew and cast lists, scripts and script revisions.
- Coordinated transportation, locations, catering, billing, and communicating with crew members. Collaborated with public relations and marketing teams to ensure contractual deliverables and project success.

#### Executive Assistant to the CFO and University Treasurer Florida International University. Miami, FL (2005 - 2006)

- Maintained both executive's appointment schedules by planning and scheduling meetings, conferences, teleconferences, and travel.
- · Conserved executive's time by reading, researching, and routing correspondence; drafting letters and documents; collecting and analyzing information; initiating telecommunications.
- Welcomed university staff and students by greeting them, in person or on the telephone; answering or directing inquiries.
- Maintained confidence and protected operations by keeping information confidential.
  Completed projects by assigning work to clerical staff; following up on results.
- Prepared reports by collecting and analyzing information.
- Provided historical reference by developing and utilizing filing and retrieval systems; recording meeting discussions.

#### Night Auditor

#### Doral Golf Resort and Spa. Miami, FL (2004 - 2005)

- Audited all resort transactions conducted during the day, and reconciled all resort accounts.
- · Working independently during overnight hours, managed front office, and checked-in late night arriving guests.

## Executive Assistant to the Executive Producer

The Joneses. Santa Monica, CA (2003 - 2004)

- Assisted the Executive Producer oversee productions of national commercials from pre to post-production.
- Conducted bookkeeping for the Executive Producer using Quid made company deposits up to \$500,000.

- 561.245.1974
- A nievecitasnow@gmail.com
- 1020 Bel Air Drive, Highland Beach, FL 33487



### EDUCATION

Licensed Sales Associate State of Florida Gold Coast Schoole of Real Estate (2015)

**Bachelors Degree in Liberal Studies** Minor in Mass Communication Florida International University (2005)

#### LANGUAGES

 Spanish (Latin American): Native Proficiency

#### 🕜 MEMBERSHIPS & BOARDS

- The International Virtual Assistants Association (IVAA)
- Vice Chairman of the Natural **Resources Preservation Advisory** Board for the Town of Highland Beach, FL

### REFERENCES

## **Rose Lee Archer**

**DiCapua, Executive Producer** Rose Lee Productions, Inc. 561.241.7987

### **Debbie Margolis**

Horwitz, Executive Producer Kreative Kontent 305.308.5023

#### **Debra Rondinella**

Senior Vice President and GM O2 Media, Inc. 954.673.2087

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# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Eric Goldenberg

DATE: 03/15/2022

SUBJECT: <u>Initial Vetting of Applicant:</u> Jason Chudnofsky

On <u>03/15/2022</u> (date), I met with <u>Jason Chudnofsky</u> (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

#### Detail Explanation:

I believe this candidate is highly qualified. He will bring a great deal of knowledge and expertise to the Planning Board.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

 $\mathbf{X}$ 

For the Appointment of this Applicant

Against the Appointment of this Applicant

Signature of Board Chairperson



## **Town of Highland Beach**

#### Town Clerk's Office 3614 S. Ocean Boulevard Highland Beach, Florida 33487 Phone: (561) 278-4548 Fax: (561) 265-3582

#### **BOARDS AND COMMITTEES APPLICATION**

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your resume and proof of residency such as a government issued identification or voter registration card.

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Jason E. Chudnofsky PHONE: 617-775-2300 HOME ADDRESS: 3420 So Ocean BLud Highand Beachapt. NO. 14 R EMAIL ADDRESS Jason @ Jason CHUDNOFSKY. Con SUBDIVISION:

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

9 <u></u> 5	Board of Adjustment & Appeals	<u></u>	Code Enforcement Board		
0 <del></del>	Financial Advisory Board		Natural Board	Resources	Preservation
$\sim$	Planning Board		Other Bo	ard /Committ	tee

#### PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach?	Yes No	
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes No	
Are you currently serving on a Town Board?	Yes No	
Have you ever served on a Town Board/Committee?	Yes No	
If so, please indicate the Board(s)/Committee(s)?	Date of Service:	
Are you willing to attend monthly board meetings? In Person / Telecom	Yes No	
Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be		
considered as resignation from the board/committee.	Yes No	

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

Please Refer To Profile ...

Please summarize your volunteer experience(s):

Please Refer To Profile...

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best if my knowledge.

Signature of Applicant

3/14/202

Date

Resume Attached.

## Jason E. Chudnofsky



For close to three decades, Jason Chudnofsky has been at the center of the ever-expanding trade show business, launching flagship conferences and expositions in venues across North and South America, Europe, Asia, Africa and the Pacific Rim.

In July 1988, Chudnofsky was named President of the Trade Show Division of The Interface Group (at the time owner of COMDEX, the leading technology marketplace globally and the then-largest trade show in the United States.) When The Interface Group was acquired by Softbank Corporation of Japan, Jason became President and CEO of Softbank Comdex, Inc. and continued in that position when ZD Events and Key3Media Events later acquired the assets of COMDEX. Under his leadership, these companies developed an irrefutable reputation for bringing together the "buyers and sellers" of the Internet in terms of community development, content exchange, global commerce and marketplace development. As a result, Chudnofsky was directly responsible for the lading Business-to-Business event brands in technology: COMDEX Fall, Networld+Interop, Seybold Seminars, Java One, Windows World and in 2005 through 2008 Pulvermedia's VON Exposition and VON Magazine.

Chudnofsky has been COO for World Publications Group, a then-leader in the bargain book business and one of the larges wholesale distributors of remainders and bargain priced books in the world. He has also served as the Chairman of Advisory Board with CrossTech Group, the Canton, MA-based education and event technology platform solutions provider. CrossTech's business units included New Marketing Labs, a social media and new marketing agency, NML-TV a web television network, Irresistible Values, an e-commerce marketplace, and CrossTech Media, conferences for senior level technology and marketing managers.

Among Chudnofsky's accolades is being named one of the 50 Most Influential People in High Tech by *MultiMedia Magazine*, and has been deemed one of the 25 Most Influential People in the meetings Industry by *Meeting News Magazine*. Jason has served as Chairman of Society of Independent Show Organizers (SISO), and as trustee of the International Association for Exhibitions and Events (IAEE).

From 1990 to 1995, while President of the Interface Group and still running COMDEX Events Worldwide, Jason as also President and COO of the Sands Expo and Convention Center in Las Vegas, the largest privately-owned exposition center in the United States, owned by The Interface Group.

Over the course of his career, Chudnofsky has served on the Board of Directors for a wide variety of business and philanthropic entities including: Folio Exhibits, Inc., TechCorps, SOFTBANK Japan, Inc., Ziff Davis, Inc., Key3Media Group, Quantum Clicks, Logo Wire, Hook Media, Pulvermedia, Next Step Technology, Saigel Productions, The Visiting Nurses Association of Dedham, Massachusetts, the Jewish Community Centers of Greater Boston, Hebrew College, Combined Jewish Philanthropy, Xconomy, Inc., the Anti-Defamation League, the Museum of Science Boston, and the Foundation for Jewish Camps.

Chudnofsky is a nationally-known sales and management training consultant and counsel on business investments. Prior to joining The Interface Group in 1987, he was the entrepreneurial owner of World Wide Unlimited, a publisher and trade and consumer exposition producer.

Born and raised in Boston, Chudnofsky holds a B.S. degree in Business Management from Northeastern University. He and his wife Judy have two daughters and two grandchildren, and make their home in Highland Beach, Florida.

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#### File Attachments for Item:

#### A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE:	Town Commission Meeting
MEETING DATE	April 19, 2022
SUBMITTED BY:	Terisha Cuebas, Town Manager's Office
SUBJECT:	AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND PROVIDING FOR LOCAL AMENDMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

#### SUMMARY:

The Town is in the process of establishing a Fire Rescue Department responsible for overseeing and enforcing the Florida Fire Prevention Code. Pursuant to Chapter 633, Florida Statutes, every three years the State Fire Marshall adopts an updated Florida Fire Prevention Code, which establishes the statewide minimum fire safety code and incorporates Florida editions of the National Fire Protection Association's Fire Code (NFPA 1 Fire Code) and Life Safety Code (NFPA 101 Life Safety Code).

The Florida Fire Prevention Code adopted by the State Fire Marshall shall be deemed adopted by, and shall be enforced by, local governments with fire safety responsibilities as the minimum fire safety code. Local governments are authorized to adopt more stringent local amendments to the Florida Fire Prevention Code, which strengthen the requirements of the minimum fire safety code.

Attached are the proposed local amendments for the Town of Highland Beach to the Florida Fire Prevention Code, which were prepared by Town Staff and the Fire Consultant.

The ordinance is before the Commission for discussion and adoption of the ordinance on first reading. Based upon approval of the first reading, the ordinance will then be advertised in accordance with Florida statutes and presented to the Commission for second read/final adoption on May 17<sup>th</sup>.

#### FISCAL IMPACT:

N/A

#### ATTACHMENTS:

Town of Highland Beach Local Amendments to the Florida Fire Prevention Code

#### **RECOMMENDATION:**

Commission discussion.



#### TOWN OF HIGHLAND BEACH PROPOSED ORDINANCE

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND PROVIDING FOR LOCAL AMENDMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Highland Beach, Florida (the "Town"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is in the process of establishing a Fire Rescue Department responsible for overseeing and enforcing the Florida Fire Prevention Code within the Town; and

WHEREAS, pursuant to Chapter 633, Florida Statutes, every three years the State Fire Marshall adopts an updated Florida Fire Prevention Code, which establishes the statewide minimum fire safety code and incorporates Florida editions of the National Fire Protection Association's Fire Code (NFPA 1 Fire Code) and Life Safety Code (NFPA 101 Life Safety Code); and

**WHEREAS**, Chapter 633, Florida Statutes, provides that the update Florida Fire Prevention Code adopted by the State Fire Marshall shall be deemed adopted by, and shall be enforcement by, local governments with fire safety responsibilities as the minimum fire safety code; and

**WHEREAS**, Chapter 633, Florida Statutes authorizes local governments to adopt more stringent local amendments to the Florida Fire Prevention Code which strengthen the requirements of the minimum fire safety code; and

WHEREAS, Town Staff and the Town's consultant have recommended local amendments to the Florida Fire Prevention Code, and the Town Commission determines that such local amendments are more stringent than and strengthen the minimum fire safety code and that the adoption of such amendments serves a public purpose and is in the best interest of the public health, safety and welfare of the Town of Highland Beach.

# NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

**Section 1**. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. The Town of Highland Beach hereby amends Chapter 35, "Fire Rescue Department," of the Town Code of Ordinances by adopting a new Section 35-11 to read as follows (additional language <u>underlined</u>):

#### Sec. 35-11. Florida Fire Prevention Code.

- (a) In accordance with Sections 633.202 and 633.208, Florida Statutes, the current edition of the Florida Fire Prevention Code adopted by the State Fire Marshall, as may be amended, including the Florida editions of NFPA 1 Fire Code and NFPA 101 Life Safety Code, is deemed adopted by the Town as the minimum fire safety code, and is hereby amended by the Town's local amendments to the Florida Fire Prevention Code, which are incorporated herein by reference. The most recent version of the Florida Fire Prevention Code, as amended by the Town's local amendments, may be hereafter referred to as the Highland Beach Fire Code or "this Code."
- (b) The provisions of this Code shall be in full force and effect within the corporate limits of the town.

Section 3. The Town of Highland Beach hereby adopts local amendments to the Florida Fire Prevention Code, a copy of which are attached hereto as Exhibit A and are incorporated herein, and the Town Commission determines that such amendments are more stringent than the minimum fire safety code as required by Chapter 633, Florida Statutes.

<u>Section 4.</u> <u>Severability</u>. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.



Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. Section 2 of the Ordinance shall be made a part of the Town Code of Ordinance and may be re-numbered or re-lettered to accomplish such.

Section 7. Effective Date. This Ordinance shall become effective forty-five (45) days prior to the Town's Fire Rescue Department becoming operational.

The foregoing Ordinance was moved by \_\_\_\_\_\_, seconded by

and upon being put to the vote, the vote was as follows:

	AYE	NAY
Mayor Doug Hillman		
Vice Mayor Natasha Moore		
Commissioner Peggy Gossett-Seidman		
Commissioner John Shoemaker		
Commissioner Evalyn David		

PASSED on first reading at the Regular Commission meeting held on this day of \_\_\_\_\_, 2022.

The foregoing Ordinance was moved by \_\_\_\_\_\_, seconded by \_\_\_\_\_ and upon being put to the vote, the vote was as follows:

	AYE	NAY
Mayor Doug Hillman		
Vice Mayor Natasha Moore		
Commissioner Peggy Gossett-Seidman		
Commissioner John Shoemaker		
Commissioner Evalyn David		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

By:

Lanelda Gaskins, MMC Town Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_ Glen J. Torcivia, Town Attorney

1	Exhibit "A"
2	TOWN OF HIGHLAND BEACH LOCAL AMENDMENTS
3	TO THE FLORIDA FIRE PREVENTION CODE
4	
5	ARTICLE I. GENERAL
6 7	Sec. 1-1. Definitions.
, 8 9	The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
10 11	(a) <b>Knox Box</b> means a wall-mounted safe that holds emergency access key for the Fire Department.
12 13	(b) <b>Key</b> means a device used to control access such as mechanical key, key fob, or plastic keycard
14 15 16 17 18	(c) Fireworks means and includes any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration, or detonation, as defined by F.S. Ch. 791.
19 20 21	Sec. 1-2. Administration of Fire Code. (a) The <i>Florida Fire Prevention Code</i> and the requirements specified herein shall constitute and be known as and may be cited as the Highland Beach Fire Code, hereinafter referred to as "this code."
22 23 24 25 26	(b) Where provisions of this code do not address specific situations involving protection of life, property, and the environment from the hazards of fire, smoke and explosion, compliance with nationally accepted standards of good practice shall be evidence of compliance with the intent of this code.
27 28 29	<ul> <li>(c) Standards referenced in this code shall be considered an integral part of this code without separate adoption. Where code provisions conflict with a standard, the most stringent code provisions shall be enforced.</li> </ul>
30 31 32 33	(d) The Fire Marshal, with the approval of the Fire Chief, may draft administrative orders for the purpose of clarifying and carrying out the intent of this code. All administrative orders shall be on file in the office of the Fire Marshal. Such orders shall be enforced as if a part of this code and be in full effect upon approval of the Fire Chief.
34 35 36 37 38	(e) The inspection or permitting of any building or plan under the requirements of this code shall not be construed as a warranty of the physical condition of such building or the adequacy of such plan. The Town or its employees shall not be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, or for any failure of any component of such building, which may occur subsequent to such inspection or permitting,
39 40 41	pursuant to this code. Sec. 1-3. Penalty for Violations
42	(a) Any person violating any provision of this code shall be punishable in accordance with the

43 provisions of Sec. 1-4(b)(2) below.

P

- (b) The application of a penalty for violation of this code shall not be held to prevent theenforced removal of prohibited conditions.
- -3 4

#### Sec. 1-4. Enforcement Authority

(a) All regulations issued by the State Fire Marshal under authority of F.S. Ch. 633, shall be
enforceable by the Fire Chief and the Fire Marshal, or designee. The Fire Marshal is hereby
authorized to perform within the Town any duties that may be imposed upon by such law, or in
accordance therewith, and to have such assistance, as needed, from other officials of the Town in
the discharge of such duties.

10 (b) *Periodic fire safety inspections*.

(1) Enforcement of the code requires inspection of each new building subject to the Florida
 Fire Prevention Code and includes periodic inspections of each existing building subject to the
 Florida Fire Prevention Code.

(2) No such building shall be occupied without the required fire safety inspection. The
frequency of the inspections shall be annually, or as otherwise determined by the Fire Marshal. A
fire safety inspection shall not be conducted when previous fire inspection fees, fines, or other
penalties remain unpaid. Each day constitutes a separate and continuing offense. The Town may
enforce this provision of the Code through code enforcement proceedings, by notice to appear
for violation of a municipal ordinance, or by action for injunctive relief. The fines provided
herein are in addition to the penalties authorized by F.S. § 205.053 for delinquent business taxes.

(3) A property owner who fails a fire safety inspection may, within five (5) business days of 21 the failure, appeal the denial to the Town Manager. Within seven (7) business days of receipt of 22 23 the appeal, the Town Manager or his or her designee shall review the application and any information the applicant discloses in its written appeal and either sustain or reverse the Fire 24 Marshall's determination. The matter shall then be referred to the Code Enforcement Board or 25 26 Code Enforcement Special Magistrate, which shall conduct an evidentiary hearing. The decision of the Board or Special Magistrate shall be final and shall only be subject to review by writ of 27 certiorari to Palm Beach County Circuit Court. 28

29

#### 30 Sec. 1-5. Examination of Building Permits

(a) The Building Department shall not issue building permits for new construction,
demolition, moving of existing buildings unless a complete set of plans and/or specifications
have been examined and approved by the Fire Marshal.

(b) The Fire Marshal shall note all violations of local or state fire prevention and protection
codes on the plans and specifications and may reject the plans and/or specifications until such
time as appropriate corrections have been made, thereby eliminating such violations.

(c) No building that requires a Certificate of Occupancy (CO) from the Building Official shall
be occupied for any purpose until a Fire Department Occupancy Authorization form has been
signed by the Fire Marshal or Fire Chief.

- (d) Nothing in this section shall apply to single-family or two-family residential units, with
   the exception of fire sprinkler systems, generators, or gas installations.
- 42

#### 43 Sec. 1-6. Report of Fire

44 (a) Each owner, manager, person in charge of any building of any kind, or occupant of any

- 45 building of any kind shall, immediately upon discovery of a fire in or adjacent to such building,
- 46 or upon discovery of evidence that there has been a fire, even though it has apparently been

1 extinguished, report such an occurrence to the Fire Department immediately, giving complete

2 information as to the location and type of fire in order that an appropriate response by the Fire 3 Department may be initiated

3 Department may be initiated.

4 (b) This requirement shall not be construed to forbid the owner, occupant or person in charge 5 of the aforementioned building from using all diligence necessary to extinguish the fire prior to

6 the arrival of the Fire Department.

7

#### 8 Sec. 1-7. Automatic Fire Protection Systems

9 (a) Where an automatic sprinkler system is installed, either for total or partial building
10 coverage, the system shall be installed in accordance with this code. A new building or structure,
11 for purposes of this section, means a building or structure for which an application for building
12 permits is sought after the date of the adoption of this code.

(b) All systems, equipment, tanks, piping, devices, appliances, controls, or storage facilities
 over which the code contains regulatory provisions, or which are required by any other law, shall

be always maintained in operative condition to provide the service and design function for whichinstalled.

17 (c) All automatic fire protection systems (i.e., sprinkler, standpipe and fire pump systems)

shall be maintained under a written service contract with service companies licensed by the State

19 of Florida to provide such services and which possess a current business tax receipt for the

Town, providing for regular maintenance and testing of the systems in accordance with allapplicable codes and standards.

- (d) The service company performing the maintenance and tests shall forward a written report
  to the Fire Marshal indicating the nature of any repairs, modifications and/or corrections
  completed by the service company, the date and time of such tests and inspections, and any other
  information which may be required by the Fire Department. In addition, a copy of the service
  report must be maintained on the premises, and it shall be subject to inspection at any time.
- 27
- 28

## ARTICLE II. FIRE CODES AND FEES

29

#### 30 Sec. 2-1. Open Burning

(a) *Defined*. Open burning is defined as any outdoor fire or open combustion of material
 except barbecuing. Charcoal and propane fires, which are contained within a manufactured
 hibachi, grill, smoker or gas grill for food preparation, do not constitute open burning.

(b) *Prohibited generally*. It shall be unlawful to have any open burning within the Town
 limits on public or private property, except for fire training purposes or recreational or

ceremonial occasions for which written permits from the Fire Department are required.

37 (c) *On beach*. Permits will be issued for any open burning on the public beach except during38 Florida's turtle nesting season.

(d) *Violations*. Any person who violates this section, and the owner of the land who allowsthese violations, shall be guilty of a violation of this code.

41

#### 42 Sec. 2-2. Roadway Security Gates and Emergency Access

43 (a) All security gates across roadways used by emergency response vehicles must be provided

44 with an authorized key box or key switch to operate the gate in addition to any other devices

45 specified by the Fire Chief. Information on where authorized key security boxes can be obtained

- 1 is available from the Fire Marshal.
- 2 (b) In case of power failure, any electronic gate shall open automatically and remain open3 until power is restored.
- 4 (c) In the event that emergency personnel are unable to gain rapid entry with the methods 5 above, forcible entry methods to gain entry may be used. The Town and/or the Fire Department
- 6 shall not be responsible for, nor incur any costs as a result of, gaining access to a specific area.
- 7 (d) Trees with branches over areas accessible to fire apparatus must maintain fourteen (14)
- 8 feet of vertical clearance. Vegetation shall not intrude into the roadway such that would limit the
  9 free passage of emergency vehicles.
- 10

#### 11 Sec. 2-3. Key Boxes/Entry Systems

- 12 In all new and existing buildings, except individual residential dwelling units with exterior
- 13 access and no common area, there shall be installed a key box for such areas or buildings when
- the Fire Marshal determines that access to or within a structure or an area is unduly difficult
- because of secured doors and windows, security gates, or where immediate access is necessary
- 16 for all life-saving or firefighting purposes. The key box shall be a type approved by the Fire
- 17 Marshal, and shall contain:
- (a) Keys to locked points of egress, whether in common areas or on the interior or exterior ofsuch buildings;
- 20 (b) Keys to locked mechanical equipment rooms;
- 21 (c) Keys to fire alarm control panels;
- 22 (d) Keys to suppression system components;
- 23 (e) Keys to locked electrical rooms;
- 24 (f) Keys to elevator controls; and
- (g) Keys to other areas where fire rescue personnel may need emergency access as directed bythe Fire Marshal. The Fire Marshal shall approve the location of the lock box.
- 27

#### 28 Sec. 2-4. Fireworks

29 This section may be cited as "The Highland Beach Fireworks Ordinance."

(a) The Fire Marshal may adopt reasonable rules and regulations for the granting of permits
 for supervised displays of fireworks by the Town, fair associations, civic groups, and other

32 organizations or groups of individuals. Such permits may be granted upon application to the Fire

- 33 Chief. Every such display shall be handled by a competent operator and shall be of such
- composition and character and shall be so located, discharged or fired in a manner not to be
- hazardous to property or endanger any person. After the issuance of such a permit, possession,
- use and distribution of fireworks within the Town for such display shall be lawful for thatpurpose only. No permit granted hereunder shall be transferable.
- 38 (b) The Fire Chief, Fire Marshal, or the Police Chief shall seize, take, remove or cause to be
- removed at the expense of the owner all stocks of fireworks stored or held in violation of this
- section, and shall dispose of the fireworks in the manner deemed safe by the Fire Marshal when
  the fireworks are no longer required as evidence of a violation of this section.
- 42 (c) During times of water shortages or water shortage emergencies, as determined by the
- 43 South Florida Water Management District and/or the Town and defined in Chapter 40E-21,
- 44 Florida Administrative Code, as it may be amended from time to time, the possession, use or sale
- of consumer fireworks, including sparklers as defined in F.S. § 791.01(8), is prohibited within
- the Town limits without a permit as discussed above.

#### Sec. 2-5. Fire Inspection Fees 1 2 Fire inspection fees shall be levied in accordance with the Town of Highland Beach's fee schedule. The Town Manager is authorized to waive the fee for all Town buildings and events 3 4 and shall not apply to governmental entities. 5 6 Sec. 2-6. Extension Cords, Control Panels, and Appliances 7 (a) *Temporary use*. Extension cords shall not be used as a substitute for permanent wiring. 8 (b) Conditions of use. Extension cords are permitted only with portable appliances or 9 fixtures. While in immediate use: 10 (1) Each extension cord shall be plugged directly into an approved receptacle and shall, except for approved multiplying extension cords, serve only one (1) appliance or fixture. 11 (2) The current capacity of the cord shall not be less than the rated capacity of the appliance 12 or fixture. 13 (3) The extension cord shall be maintained in good condition without splices, deterioration, 14 15 or damage. (4) The extension cord shall be of the grounded type when servicing grounded appliances or 16 17 fixtures. (c) Limitations. Extension cords and flexible cords shall not be affixed to structures, extend 18 through walls, ceilings, floors, under doors or floor coverings, nor be subject to environmental 19 damaging physical impact. 20 (d) *Multi-plug adapters*. The use of multi-plug adapters such as multi-plug extension cords, 21 cube adapters, strip plugs or any other device that does not comply with this code or the National 22 Electrical Code is prohibited. 23 (e) Access to control panels. A minimum thirty (30) inch clearance shall be provided in front 24 of electrical control panels for access. A minimum of one (1) foot clearance shall be maintained 25 26 to the top, bottom, and sides of each panel. (f) Non-approved appliances. Electrical appliances or fixtures shall not be sold, offered for 27 sale or rent, disposed of by gift or premium, nor made available for use or used unless they are of 28 29 a type approved by the authority having jurisdiction (Underwriter Laboratories or equivalent). (g) *Exception*. Low voltage wiring, such as communications and signal wiring. 30 (h) *Temporary wiring*. 31 32 (1) Temporary wiring for electrical power and lighting installations shall be permitted during the period of construction, remodeling, repair or demolition of buildings, structures, 33 equipment, or similar activities. All temporary wiring requires a building permit. 34 (2) Temporary wiring for electrical power and lighting installation shall be permitted for a 35 period not to exceed ninety (90) days for holiday decorative lighting, carnivals, and similar 36 purposes. 37 (3) When temporary wiring is attached to a structure, it shall be attached in an approved 38 39 manner. (i) *Electrical motors*. All electrical motors shall be maintained in a manner free from the 40 accumulations of oil, waste, and other debris, which will interfere with required motor 41 ventilation or create a fire hazard. 42 43 44 Sec. 2-7. Fire Lanes on Private Property; Blocked Roadways 45 (a) For the purposes of this section, the term fire lane means a space sufficient in width and length to permit the parking of fire trucks, rescue vehicles, and other fire department apparatus 46

and located nearest to, or at the best location to permit firefighting and rescue operations nearest
 to, a building or structure.

(b) Fire lanes shall be established on private property where the public has the right to travel 3 4 by motor vehicle, or where the public is permitted by invitation or by license to travel by motor vehicle, to the extent that any such lane is necessary for access to buildings by any fire apparatus 5 6 as determined by the Fire Marshal. Any person owning or in possession and control of any such 7 property, including but not necessarily limited to, any parking lot, shopping plaza, shopping 8 center or other commercial, industrial, or multifamily residential area, shall establish such fire 9 lanes through striping, marking and posting of signs. (c) After notification by the Fire Marshal of the necessity to establish one (1) or more fire 10 lanes upon a particular property, the owner or person in possession and control of the property 11 shall submit two (2) sets of site plans of the property to the Fire Marshal for review and approval 12

- of the design and location of the fire lanes. The site plans shall be drawn to scale and shall show all related buildings, driveways, streets, and other information to evaluate the sufficiency of the fire lanes.
- (d) Approval by the Fire Marshal of the fire lanes shall constitute authorization for the
  installation of official signs prohibiting the stopping, standing, or parking of motor vehicles
  within the fire lanes, and posting the lanes as tow away zones. Such signs and necessary
  pavement marking, and striping shall be furnished by and at the cost of the owner or person in
- pavement marking, and striping shall be furnished by and at the cost of the owner or person inpossession and control of the property, who shall thereafter be responsible for the maintenance of
- 21 the signs, marking and striping in a state of good repair.
- (e) All fire lanes signs installed pursuant to this section shall have red lettering, not less than
  two (2) inches or more than three (3) inches in height, on a white background. Each sign shall be
  twelve (12) inches wide by eighteen (18) inches in height and shall be consistent with the
  Manual on Uniform Traffic Control Devices of the State Department of Transportation. The Fire
  Marshal shall prescribe a uniform sign design for such signs.
- 27 (f) It shall be unlawful for any person to have or cause to have any driveway, roadway or
- 28 entrance barricaded or blocked by obstacles which would interfere with the response of Fire
- 29 Department or other emergency vehicles. If an existing building requires the changing of access
- 30 to the properties, the owners shall provide revised site plans to the Building Division and to the
- 31 Fire Department for their approval.
- 32
- 33 Sec. 2-8. Barbecues and Open Flames on Balconies and Patios

The use of any type of grill that produces an open flame is prohibited from being used on the balcony, porch, or rooftop of any multi-family dwelling with three (3) or more units. Propane tanks may NOT be stored within such multi-family dwellings or on balconies, porches, or rooftops. A barbecue grill may be used on ground level at a multi-family dwelling as long as the

- grill is more than fifteen (15) feet from the nearest overhang or any other part of the dwelling.
- 39

### 40 Sec. 2-9. Marking Fire Hydrants and Fire Department Connections

- 41 (a) Reflective blue markers shall be placed to indicate the location of a hydrant.
- 42 (b) Reflective red markers shall be placed to indicate the location of Fire Department
- 43 Connection (FDC) to a sprinkler or standpipe system.
- 44 (c) Fire hydrants shall be painted red or silver in accordance with specifications approved by
- the Fire Chief.
- 46

#### Sec. 2-10. Requirements for High-Rise Buildings

1 2 (a) *Enforcement of application*. The high-rise regulations set forth in this section shall be enforced by the Fire Marshal. These regulations shall apply to all buildings, which have floors 3 4 used for human occupancy located seventy-five (75) feet or more above grade. (b) *Certificate of Compliance.* 5 6 (1) No Certificate of Occupancy shall be issued for a high-rise building, unless a Certificate 7 of Compliance, as described herein, is first issued by the Fire Marshal. 8 (2) The following life safety features shall be provided and maintained in working order by 9 the property owner in accordance with approved plans and specifications and shall be tested, 10 certified and proved to be in proper working condition at the owners cost to the satisfaction of the Fire Marshal before issuance of the Certificate of Compliance. 11 a. Administrative controls. Administrative controls shall be provided as deemed 12 appropriate by the Fire Marshal. This typically includes evacuation/ identification maps, door 13 labels, impairment controls, etc. 14 e. Master keys. Multiple master keys fitting all common area doors shall be provided. 15 f. Rappelling anchors. New construction, anchor devices meeting Fire Department 16 17 requirements as described in the Fire Department Design Guide shall be placed on the roof and used by the Fire Department for rappelling purposes. 18 g. Suppression connections and control valves. The location of Fire Department 19 connections and fire suppression control valves shall be approved by the Fire Marshal. 20 h. Communications. The systems and devices used to provide voice information to 21 building occupants and among emergency personnel shall be approved by the Fire Marshal. 22 23 24 Sec. 2-11. Requirements For Boat Docks and Piers (a) Construction. 25 26 (1) Purpose. To provide a reasonable degree of safety to the general public, emergency response personnel, and others who use a docking facility or pier, in conjunction with fire and 27 life safety features and firefighter safety. 28 29 (2) Scope. This section shall apply to all docking or pier facilities that are part of any commercial establishment, or any docking or pier facility that is used by the general public, 30 whether or not a fee is charged for such use. 31 32 (b) *Fire Protection*. 33 (1) All new dock and piers, or dock and piers that have under gone substantial improvement, that do not abut land, shall be provided with a wet or dry standpipe system for 34 firefighting purposes. Any hose outlet shall be capable of supplying 250 gallons per minute 35 (gpm). The standpipe shall be designed by a licensed fire sprinkler contractor and approved by 36 the Fire Marshal. 37

- (2) Lighting shall be provided along the entire length of the dock, pier, or walkway so that 38 39 no less than 0.1 foot-candle is available at the walking surface.
- 40

#### Sec. 2-12. Emergency Response Identification and Site Plan Mapping 41

- 42 (a) The owners of all properties having a building thereon shall install and maintain in a
- conspicuous place a correct street number of sufficient size (minimum of four (4) inches for 43
- residential and six (6) inches for commercial), shape, and character as to be visible and readable 44
- 45 by emergency personnel approaching from any direction including the ocean side if
- applicable. The owners of all properties that are subdivided into suites or bays shall install and 46

- maintain in a conspicuous place suite and bay designations that are likewise visible and readable
  by emergency personnel approaching from any direction.
- 3 (b) Facilities that have multiple entrances shall designate each entrance with an identifier so
- responding emergency personnel will know to go to the specific entrance closest to the patient oremergency.
- 6 (c) Prior to the final new construction inspection by the Fire Department, the developer,
  - architect, or contractor must provide the following:
- 8 (1) All necessary information required for emergency response to the buildings, structures,9 or units.
- 10 (2) A site plan indicating "For Emergency Response Identification and Mapping."
- (3) The site plan must reflect all the buildings/structures on the property and the building(s)
   orientation to driveways and labeled streets.
  - (4) If applicable, the site plan must also identify all suites or units.
  - (5) One paper copy eleven (11) inches by seventeen (17) inches.
- 15 (6) Submitted in Portable Document Format (pdf)
- 16

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#### 17 Sec. 2-13. Emergency Access Roadways.

- (a) Emergency access roadways at construction sites must be firm and unyielding, having a
  bearing value of not less than forty (40) (i.e. LBR 40), compacted to 98% of the maximum
  density as determined by AASHTO T180, in accordance with the FDOT *Standard Specifications for Road and Bridge Construction (2000)* Division 11, Section 160, STABILIZING. A copy of
  the test results shall be provided and accepted prior to above grade construction. Testing
  frequency shall not be less than that specified in the FDOT *Sampling, Testing and Reporting*
- 24 *Guide*, or as required by the Fire Marshal. The roadway shall be maintained free from ruts,
- depressions, and damage, and at the required bearing value for the duration of its intended use.(b) Roadways determined by the Fire Marshal to provide emergency vehicle (fire and EMS)
- access to occupied structures or structures that are under construction, must be of sufficient
   width (typically fifty (50) feet) to allow emergency vehicles unencumbered access even when
- 29 vehicles are illegally parked.
- 30

34

### 31 Sec. 2-14. Tent Requirements for Assembly Use

- (a) A supplemental lighting system in addition to the regular system for emergency lighting isrequired.
  - (b) A certificate of flame retardant fabric is required to be provided to the Fire Marshal.
- (c) A confirmatory field inspection is required after the tent is erected and prior to use by thepublic to confirm flame resistance.
- 37 (d) The storage of flammable liquids or the use of combustible materials, not flame retardant
  38 treated, are not permitted inside the tent. There will be no smoking or open flame allowed inside
  39 the tent.
- 40 (e) A method to provide for emergency communications shall be provided.
- 41 (f) A ten-pound ABC fire extinguisher will be prominently displayed and persons operating
  42 the assembly shall be trained.
- (g) The public will be protected from tripping hazards and all electrical connections shall beenclosed.
- 45 (h) Applicable building permits and inspections shall be required. Permit applications shall
- 46 include flame-spread information, location of tent relative to other structures, and the time period

- 1 the tent is to be used.
  - (i) Generators are not permitted to be within ten (10) feet of the tent.
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### Sec. 2-15. Fire Sprinkler Systems

Water meters are prohibited on fire sprinkler supply lines.

## Sec. 2-16. Hot Work Operations

8 (a) Welding, cutting, and other hot work shall comply with NFPA 51B, *Standard for Fire*9 *Prevention During Welding, Cutting, and Other Hot Work.*

(b) No such work shall be conducted without the issuance of a written Hot Work Permit perNFPA 51B.

(c) A fire watch shall be required in accordance with NFPA 51B.

## 14 Sec. 2-17. Safeguarding Roofing Operations

- All roofing operations involving heat sources and hot processes shall not commence until aroofing permit has been issued by the Fire Department.
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# 18 Sec. 2-18. Carbon Monoxide Detection

Dwelling units that contain fuel-burning appliances or fireplaces, have attached garages, or
 receive temporary electrical power from portable generators, shall be provided with carbon
 monoxide detectors. Installation and placement shall comply with the current edition of the

- 21 monoxide detectors. Installation and placement shall comply with the current editio22 Florida Fire Prevention Code.
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# ARTICLE III. OFFICE OF THE FIRE MARSHAL

- 26 Sec. 3-1. Establishment of Fire Marshal's Office; Purpose, Duties, and Responsibilities
- (a) The Fire Marshal's Office within the Fire Department of the Town is hereby established
  and shall be supervised by the Fire Marshal and operated under the supervision of the Chief of
  the Fire Department, herein known as the Chief.
- 30 (b) The purpose of the Fire Marshal's Office is to prevent fires that result in loss of life,
- 31 serious injury, excessive property loss and business interruption. The Fire Marshal shall be a
- 32 diligent steward of the resources provided. The Fire Marshal shall fairly and consistently enforce
- the fire protection codes, ordinances and regulations of the Town and state, and shall represent
- 34 the Town with the utmost integrity, honor, and professionalism.
- (c) It shall be the duty of the Fire Marshal to enforce all laws and ordinances concerning thefollowing:
  - (1) The prevention of fires through:
- 38 a. Inspections;
- 39b. Plan reviews;
- 40 c. Public education; and
- 41 d. Enforcement.
- 42 (2) The storage and use of explosive, flammable, hazardous materials, and toxic substances.

(3) The installation and maintenance of automatic and other private fire alarm systems andfire extinguishing and protection equipment; control of impairments to these systems.

44 The extinguishing and protection equipment, control of impairments to these systems.
 45 (4) The adequacy, maintenance, and regulation of all means of egress from all occupancies
 46 within the jurisdiction of the Fire Department.

(5) The investigation of the cause, origin, and circumstances of fires.

2 (6) Fire Marshal shall have the power to perform other such duties as are set forth in this
3 code, and as may be conferred and imposed by other codes, statutes, and other regulatory
4 criteria.

Sec. 3-2. Staff

7 (a) The Chief shall establish appointment criteria and designate a person to serve as Fire
8 Marshal, who shall hold this office at the pleasure of the Chief.

9 (b) The Fire Marshal shall establish appointment criteria and shall recommend the

10 employment of sufficient staff to accomplish the Office's mission and goals.

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# Sec. 3-3. Authority to Enter Property for Inspection.

(a) The Chief of the Fire Department, the Fire Marshal or any inspector may, at all reasonable
 hours, enter any building or premises within the Town for the purpose of making any inspection
 or investigation which, under the provisions of this code, he or she may deem necessary.

(b) If consent is not granted to conduct an inspection of a building, structure or premise the
Fire Marshal shall obtain an inspection warrant as provided for in the F.S. §§ 933.20 - 933.30.

# Sec. 3-4. Inspection of Nonresidential and Multi-Family Occupancy Premises Generally; Enforcement Orders

- (a) It shall be the duty of the Fire Department to inspect or cause to be inspected, as often as
  may be deemed necessary, all buildings and premises except the interiors of private dwellings,
  for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or
  any violations of the provisions or intent of any ordinance of the Town affecting fire hazards.
- (b) Whenever the Fire Marshal shall find in any building or upon any premises, combustible
  or explosive matter or dangerous accumulations of rubbish or unnecessary accumulations of
- waste paper, boxes, shavings or any highly flammable materials, or stored material which is so
- situated as to endanger property, or shall find obstructions to or on fire escapes, stairs
  passageways, doors or windows, liable to interfere with the operations of the Fire Department or

assageways, doors of windows, habe to interfere with the operations of the Fire Department
 egress of occupants in case of fire, he or she shall order same to be removed or remedied.

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# Sec. 3-5. Inspections Involving Special Hazards, Fire Alarms and Sprinkler Systems; Enforcement Orders

The Chief, the Fire Marshal or any designated Fire Department personnel shall inspect, as often as deemed necessary, all specially hazardous manufacturing processes, storage or installations of gases, chemicals, oils, explosives and flammable materials, all interior fire alarm and automatic aprinkler systems and such other bazards or appliances as the Chief shall

- and automatic sprinkler systems and such other hazards or appliances as the Chief shall
  designate, and shall make such orders as may be necessary for the enforcement of the laws and
- designate, and shall make such orders as may be necessary for the enforcement of t
   ordinances governing the same and for safeguarding life and property from fire.
- 40

# 41 Sec. 3-6. Inspections Complaint: Order to Remedy Danger; Evacuation of Occupied 42 Buildings or Structures

43 (a) The Fire Marshal, or designee, upon the complaint of any person or whenever he or she

- deems it necessary, shall inspect any buildings and premises within the Town. Whenever any ofthe said officers shall find any building or other structure which, for want of repairs, lack of
- 46 sufficient fire escapes, automatic or other fire alarm apparatus or fire extinguishing equipment or

1 by reason of age or dilapidated conditions, or from any other cause, is especially liable to fire,

2 and which is so situated as to endanger other property or the occupants thereof, and whenever

- 3 such officer shall find in any building combustible or explosive matter or flammable conditions
- 4 dangerous to the safety of such building or the occupants thereof he or she shall order such 5 dangerous conditions or material to be removed or remedied
- 5 dangerous conditions or material to be removed or remedied.
- (b) Any person who, after being served with a written order to cease such severe and
  immediate hazardous activity, operation, or process, willfully fails or refuses to comply with
  such an order shall be subject to immediate arrest.
- 9 (c) The Fire Marshal or designee may order the immediate evacuation of any occupied 10 building or structure or assembly area when such building, structure or assembly area is deemed 11 hazardous due to fire hazard, obstruction to exits, overcrowding of the premises, or any other 12 hazard or potential which presents immediate danger to the occupants. The premises or any 13 portion thereof, may not be reoccupied until it has been examined and deemed free of the hazard 14 or potential which caused the evacuation to be ordered. Persons refusing to obey either a verbal 15 or written order of the Fire Marshal or designee shall be referred to local law enforcement
- 16

# 17 Sec. 3-7. Service of Enforcement Orders.

The service of such orders as are mentioned in these codes may be made upon the occupant of 18 the premises to whom it is directed, either by delivering a copy of same to such occupant 19 personally or by delivering the same to and leaving it with any person in charge of the premises, 20 or in case no such person is found upon the premises, by affixing a copy thereof in a conspicuous 21 place on the door to the entrance of such premises. Whenever it may be necessary to serve such 22 an order upon the owner of the premises such order may be served either by delivering to and 23 leaving with such person a copy of such order, or, if such owner is absent from the jurisdiction of 24 the officer making the order, by mailing such copy to the owner's last known post office address. 25

26

# 27 Sec. 3-8. Compliance With Orders; Appeal to Fire Chief.

Any order served under the provisions of Sec. 3-6 shall forthwith be complied with by the owner or occupant of such premises or buildings. If such order is made by the Fire Marshal or designee such owner or occupant may within twenty-four (24) hours appeal to the Chief of the Fire Department, who shall, within five (5) days, review such order and file his or her decision thereon, and unless by his or her authority the order is revoked or modified, it shall remain in full force and be complied with within the time fixed in the order or decision of the Chief of the Fire Department.

35

# 36 Sec. 3-9. Investigation of Causes of Fires Required; Procedures.

(a) In accordance with F.S. § 633.03 the State Fire Marshal shall investigate the cause, origin,
and circumstances of every fire occurring in the Town where property has been damaged or
destroyed where there is probable cause to believe that the fire was the result of carelessness or
design.

- (b) The Fire Marshal will conduct investigations into each fire event that does not present an
  obvious cause. These investigations are to begin while suppression forces remain in control of
  the scene unless the property is otherwise secured as authorized by the on-call investigator. The
  purpose of these investigations is to learn the circumstances that caused the fire in an effort to
- 45 prevent future fires.
- 46 (c) Whenever criminal activity is suspected, the Fire Marshal shall immediately notify the

1 State Fire Marshal's office and the Town police department and shall further cooperate with these 2 authorities in the collection of evidence, crime scene preservation, and in the prosecution of the

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case.

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# ARTICLE IV. FIRE PROTECTION OUTSIDE TOWN

7 Sec. 4-1. Aid Rendered Outside of Town Limits

Fire protection service shall not be rendered outside the municipal limits of the Town by themunicipal fire forces except in the following cases:

- 10 (a) To protect property within the Town threatened by a fire outside the Town.
- 11 (b) To protect Town property located outside the Town.
- 12 (c) To provide mutual/automatic aid as provided by written agreement.

13 (d) In the event that Fire Department resources are requested by another municipality which

has an agreement with a third-party agency for mutual aid services, and in the absence of an

15 interlocal agreement or mutual aid agreement with the municipality, a fee will invoiced in

16 accordance with the Town of Highland Beach Fee Schedule. Payment must be made to the 17 Town in full within thirty (30) days of invoice

- 17 Town, in full, within thirty (30) days of invoice.
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# ARTICLE V. FIRE PROTECTION IMPAIRMENTS; EMERGENCY FIRE WATCH; STANDBY COVERAGE

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# 22 Sec. 5-1. Fire Protection Impairments

23 (a) Impairment defined.

(1) A system is considered to be impaired whenever it is not capable of meeting its designfunction as required by the appropriate NFPA code.

(2) In the interest of life safety, immediate notification to the Fire Department and fire
watch requirements or other compensatory measures are required whenever a building's fire
alarm systems, standpipes, fire sprinkler systems, and/or other emergency systems are out-ofservice for reasons other than scheduled maintenance and testing. This rule also specifies
requirements for Fire Department notification and fire watch implementation when scheduled
maintenance or testing places any of the fire protection systems listed above out-of-service for
more than four (4) hours.

(b) *Responsibilities of building owner or occupant*. For all occupancy groups, the building
 owner, owner's designee, or occupant shall:

(1) Notify the Fire Department immediately at a designated telephone twenty-four-hour (24)
 reporting line of the following occurrences resulting from other than scheduled maintenance or
 testing:

- a. Out-of-service fire alarm system;
- b. Out-of-service standpipe system;
- 40 c. Out-of-service fire sprinkler system;

41 d. Building fire protection system in which a supervisory or trouble signal has been

- 42 transmitted for a period exceeding eight (8) hours
- 43 e. Out-of-service suppression system; and
- 44 f. Out-of-service emergency alarm.
- 45 (2) Provide notification to building occupants of any out-of-service fire alarm, fire sprinkler

or emergency alarm system, and notification when restored to service. 1

2 (3) Notify the Fire Department at the designated twenty-four-hour (24) reporting number when the out-of-service system is restored in full. 3

4 (4) Information to be provided to the Fire Department on the reporting line includes the 5 following:

a. Name and phone number of persons reporting the information.

7 b. The nature of the problem or out-of-service system being reported and the estimated 8 time before it will be back in full service;

- c. The name and address of the building affected; and
- d. The name of the building owner, or occupant and their phone number, if known.
- 10 11

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# Sec. 5-2. Emergency Fire Watch for Impairments

12 (a) When the Fire Department finds it necessary to station fire rescue personnel at a building 13 with a disabled fire alarm and/or fire suppression system, the owner of the building shall pay the 14 Town a fee per hour per person for the expense incurred by the Town in administering the fire 15 watch in accordance with the Town of Highland Beach Fee Schedule. Fire Department 16 17 personnel will continue the fire watch until either the system is repaired and functioning, or until relieved by a responsible person as determined by the Fire Marshal. 18

(b) Fire watch assessments are due within thirty (30) days after the Town mails the invoice to 19 the owner. A late payment penalty shall accrue at a rate of 5% per month, and prorated as 20 necessary, for an assessment past due. The assessment of fire watch assessments does not in any 21 way relieve the owner from paying any inspection or reinspection fees associated with the re-22 establishment of a functioning alarm and/or fire suppression system. 23

(c) It shall be unlawful for any person to fail or refuse to pay fire watch assessments when 24 due. Any person found guilty of violating this provision shall be subject to a fine equal to the 25 fire watch assessment. Additionally, the costs incurred by the Town may be assessed against the 26 27 property in the form of a lien.

28

#### 29 Sec. 5-3. Standby Fire and Emergency Medical Coverage.

(a) Whenever, in the opinion of the Fire Marshal, it is essential for public safety in any place 30 of public assembly or any other place where people congregate, due to the number of persons, or 31 32 the nature of the performance, exhibition, display, contest or activity, the Fire Marshal may 33 require the owner, agent or lessee to employ one or more off-duty certified Town Fire Department personnel, as required and approved by the Fire Marshal, to be on duty at such 34 place. Said Town Fire Department personnel shall be always subject to the Fire Marshal's 35 and/or his/her designee's orders, when so employed, and remain on duty during the times such 36 places are open to the public, or when such activity is being conducted, including one hour 37 before opening the area to the public and one hour after closing the area to the public. Before 38 each performance or the start of such activity, Town Fire Department personnel shall inspect all 39 required fire and life-safety equipment to ensure that such equipment is in proper working order, 40 and shall keep diligent watch for any emergency that should arise. Should any emergency arise, 41 Fire Department personnel shall take whatever action necessary to protect the occupants and 42 public from injury, illness, or any life-threatening condition. 43

- (b) Whenever, in the opinion of the Fire Marshal, it is essential for public safety in any place 44
- 45 of public assembly or any other place where people congregate, due to the number of persons, or
- the nature of the performance, exhibition, display, contest or activity, the Fire Marshal may 46

1	require the owner, agent or lessee to employ one or more off-duty certified Town paramedic(s)
2	and/or EMT(s) as required and approved by the Fire Marshal, to be on duty at such place. Said
3	Town paramedic(s) shall, always, be subject to the Fire Marshal's and/or his/her designee's
4	orders, when so employed, and remain on duty during the times such places are open to the
5	public, or when such activity is being conducted, including one hour before opening the area to
6	the public and one hour after closing the area to the public. Before each performance or the start
7	of such activity, said Town Fire Department personnel shall inspect all required fire and life-
8	safety equipment to ensure that such equipment is in proper working order, and shall keep
9	diligent watch for any emergency that should arise. Should any emergency arise, the
10	paramedic(s) and/or EMT(s) shall take whatever action necessary to protect the occupants and
11	public from injury, illness or any life-threatening condition.
12	(c) For the provision of the services described in subsections (a) and (b) above, the Town
13	shall be entitled to a fee for the expense incurred by the Town in accordance with the Town of
14	Highland Beach Fee Schedule. The Town Manager may reduce or waive fees if deemed
15	appropriate.
16	
17	ARTICLE VI. COST RECOVERY FOR OPERATIONS DUE TO
18	CODE VIOLATIONS, SPECIAL OPERATIONS AND CLEAN-UP
19	OF HAZARDOUS MATERIALS
20	
21	Sec. 6-1. Cost Recovery Program for Incidents Due to Negligent, Unlawful or
22	Unauthorized Acts as Defined Herein
23	There is hereby established a Cost Recovery Program for the purpose of recovering costs for
24	the Fire Department in responding to incidents due to code violations, negligent, unlawful or
25	unauthorized acts as defined herein.
26	(a) <i>Definitions</i> . Unless the context otherwise requires, the following terms as used in this
27	Cost Recovery Program shall be construed according to the definitions given below.
28	Business. An entity consisting of one (1) or more persons engaged in a commercial activity for
29	profit.
30	Careless. Not taking ordinary or proper care; heedless; inattentive.
31	<i>Contract.</i> An oral or written agreement to have work performed by a contractor.
32	<i>Contractor.</i> Person or entity who has a contract to perform a task or service.
33	<i>Emergency response.</i> Any call requiring the Fire Department to respond.
34	Incendiary act. A fire purposely set by a person or persons.
35	Malicious act. A wrongful act intentionally done without legal justification or excuse; an
36	unlawful act done willfully and purposely.
37	Negligence. Failure to use ordinary care a reasonably prudent and careful person would use
38	under similar circumstances; failure to do something which a reasonable person would do; or the
39	doing of something which a reasonable and prudent person would not do.
40	<i>Person</i> . The word <i>person</i> may include an individual, contractor, business, association, or any
41	other entity.
42	(b) Acts requiring cost reimbursement.
43	(1) Negligence/careless acts. Any contractor or business whose negligence or careless
44	actions or conduct causes an incident resulting in an appropriate emergency response, may be
45	required to make payment to the Town for the costs of that emergency response.

P Page 42 8

(2) Malicious or incendiary acts. Any person whose malicious or intentional, reckless
 incendiary act causes an incident resulting in an emergency response, may be required to make
 payment to the Town for the costs of that emergency response.

4 (3) Driving under the influence. Any person who has a 0.08 or more alcohol concentration 5 in his or her blood or breath, or whose blood or urine contains evidence of the unauthorized use 6 of cannabis, or of the unauthorized use of a controlled substance, and who causes an incident 7 resulting in appropriate emergency response, upon conviction (includes supervision and 8 probation) may be required to make payment to the Town for the costs of that emergency 9 response.

10 (c) Fees will be assessed in accordance with the Town of Highland Beach Fee Schedule.

(2) A minimum of one (1) hour shall be charged. Subsequent hours will be billed at fifteen
 (15) minute increments.

(3) Late fees. All fees shall be paid to the Town within sixty (60) days of the invoice
date. In the event that the fees are not paid within the sixty (60) day period, an additional charge
of 5% shall be added to the outstanding balance and will subsequently be added each thirty (30)
day period that the balance remains unpaid.

(4) Waiver of fees. The Town Manager or his or her designee, may waive or reduce fees.

# Sec. 6-2. Definitions; Authority and Responsibility. Cost Recovery for Special Operations and Clean-Up of Hazardous Materials

(a) For the purpose of this section, the following words and phrases shall have the meaningsgiven herein:

Costs. Those necessary and reasonable costs incurred by the Town in connection with investigating, mitigating, minimizing, removing or abating discharges of hazardous substances, or in connection with costs incurred by any activity of the special or tactical operations unit including but not limited to actual labor costs of Town personnel or its authorized agents; costs of equipment operation and rental; costs of expendable items, including but not limited to

firefighting foam, chemical extinguishing agents, absorbent material, sand, recovery drums, acidsuits, acid gloves, goggles and protective clothing.

*Discharge*. Any intentional or unintentional action or omission resulting in the releasing,
 spilling, pumping, pouring, emitting, emptying, or dumping of a hazardous substance upon

32 public or private property located within the corporate limits of the Town.

33 *Hazardous substances*. Any substances or materials in a quantity or form which in the

34 determination of the Fire Department pose an unreasonable and imminent risk to the life, health,

35 safety or welfare of persons or property within the Town and shall include but not be limited to

those substances listed in the NFPA Guide on Hazardous Materials or the EPA's list of

37 extremely hazardous substances, or the Florida Substance List promulgated by the state

- department of labor and employment security.
- 39 (b) The Fire Department is hereby authorized to take such steps as necessary to clean up,

40 remove or abate the effects of any hazardous substances discharged upon or into public or

41 private property or facilities located within the corporate limits of the Town, and is authorized to

42 use its special or tactical operations unit to effectively deal with specific emergencies, including,

43 but not limited to, high-angle, confined space, and other forms of vertical rescue.

44 (c) Any person responsible for causing or allowing an unauthorized discharge of hazardous

- substances which requires action by the Fire Department or its authorized agents in order to
- 46 protect the public health, safety or welfare shall reimburse the Town for the full amount of all
- 47 costs associated with the investigating, mitigating, minimizing, removing and abating any such

discharge, or otherwise providing relief to a life-threatening situation involving special and 1 tactical operations. Reimbursement shall be made within thirty (30) days after receipt of an 2 itemized bill for such costs from the city. 3 4 (d) When responding to the emergency caused by the unauthorized discharge of hazardous substances, or to an emergency requiring the use of the special or tactical operations unit, the 5 6 Fire Department shall keep a detailed record of the cost attributable thereto. 7 (e) The authority to recover costs under this section shall not include costs incurred for actual 8 fire suppression services, which are normally or usually provided by the Fire Department or its 9 authorized agents. (f) Any person responsible for causing or allowing an unauthorized discharge of hazardous 10 substances, or responsible for an emergency requiring the use of the special operations and 11 tactical unit, and who fails to reimburse the Town within the time set forth herein shall be subject 12 to a late fee in the amount of 10% of the total amount of the bill for each additional day that the 13 bill for such costs remains unpaid. 14 (g) The remedy provided for in this section shall be supplemental to and in addition to all 15 other available remedies by law and equity. 16 17 **ARTICLE VII. CONTROL OF AUTOMATIC ELEVATORS** 18 19 Sec. 7-1. General; Key Switch Operation; Capacity; Access Keys; Instructions Posted; 20 21 **Emergency Use** (a) In all multi-family or commercial buildings equipped with automatic elevators, at least 22 one (1) designated elevator servicing all floors of the structure shall be arranged for emergency 23 use (firefighter's service) by Fire Department personnel. The control of automatic elevators shall 24 meet the requirements as set forth under the state elevator code and ASME/ANSI, A17.1. 25 (b) Existing elevators shall conform to the requirements of ASME/ANSI A 17.3. 26 (c) Elevators shall be inspected and tested as specified in ASME/ANSI A 17.3. 27 28 ARTICLE VIII. HAZARDOUS MATERIALS AND TOXIC 29 SUBSTANCES 30 31 32 Sec. 8-1. Fire Department Hazardous Materials Permit 33 (a) The purpose of this program is to identify and control the more serious material hazards within the Town, primarily for the protection of responding emergency personnel, but also to 34 assure these dangerous substances are used and stored properly to protect employees and the 35 36 public. 37 (b) The authority for this permitting program is provided by the *Florida Fire Prevention* Code. 38 39 (c) The occupational license application (new or renewal) for a business tax receipt requires the submission of all Safety Data Sheets (SDS) that the business is required to maintain in 40 accordance with SARA Title III or OSHA requirements. 41 (d) In addition to requiring a business tax receipt, an inspector may at any time he or she finds 42 chemicals, hazardous materials, or toxic substances, SDS may be requested for review to 43 determine if a Hazardous Materials Permit is required. 44 45 (e) The SDS are reviewed by the Department to determine if any of the materials would

qualify as a "3" or "4" for any category of the NFPA 704 hazard identification system. If any are
 found to meet that criterion, a Hazardous Materials Permit is required.

- *Exception*: If the quantities are considered by Department to be small enough that there is no significant threat. This determination is made on a case-by-case basis with consideration given
- 5 to protection, (i.e., sprinklers, storage cabinets, etc.) and handling procedures.
- 6 (f) The Hazardous Materials Permit is issued by Department after a site inspection to verify
- 7 proper storage and handling. Permitted facilities require signage in accordance with NFPA
- 8 704. The Fire and Life Safety Division determines category numbers, size, number, and
- 9 location(s) of signs. Permitted facilities also require a key box for the placement of information
- 10 for use by responding emergency personnel. The Fire Department may direct that the items
- specified above be revised or reinstalled at any time. The Town shall bear no expense for initial or subsequent work required of a user under this section.
- 13

# 14 Sec. 8-2. Disclosure and Safety Requirements

- (a) Any person applying for site plan review, building permits, or a business tax receipt shall
  disclose on the application whether hazardous material, hazardous waste, or toxic substances will
  be used, stored, displayed, generated, or handled, and if so, SDS must be filed with the Fire
  Department.
- (b) Any person who, during the calendar year, for the first time becomes a user or handler of
   any hazardous material or toxic substance, must submit SDS to the Fire Department within
- 21 fifteen (15) days of becoming a user or handler.
- (c) The Fire Department may, upon written notice, require the submittal of SDS of any user or
  handler. The user or handler shall submit SDS within fifteen (15) days.
- (d) Any person required to submit SDS pursuant to this section shall file with the Fire
  Department updated SDS on an annual basis at the same time as any business tax receipt renewal
  or within fifteen (15) days of any of the following:
- 27 (1) A change in business address;
- 28 (2) A change in business ownership;
- 29 (3) A change in business name;
- 30 (4) Cessation of business operations;
- (5) The use or handling of a previously undisclosed hazardous material or toxic substance;
   and
- (6) A significant change in the use, handling, or manufacturing of a hazardous material or
   toxic substance for which disclosure has been previously made.
- 35 (e) Upon request, all users must provide the following information:
- 36 (1) To the Fire Department, any information determined by the Fire Department to be
- 37 necessary to protect public health, safety, or the environment; and
- 38 (2) To any physician, where the physician determines that such information is necessary to39 the medical treatment of the patient and to the extent allowed by law.
- 40 (f) *Exemptions from disclosure*. The following materials or persons are exempt from
   41 disclosure requirements:
- 42 (1) Hazardous materials or substances contained in food, drug, cosmetic, or tobacco43 products.
- 44 (2) Hazardous materials or toxic substances contained solely in consumer products
- 45 packaged for use by and distributed to the general public unless the product is repackaged or
- 46 altered in any way; provided, however, the manufacture and distribution of these products are not

- exempt. However, pesticides, herbicides, and ammonium nitrate fertilizers over the required 1 2 disclosure amounts are not exempt from disclosure.
- (3) Any person, while engaged in the transportation or storage of hazardous materials, 3 4 within the provisions of Title 49 of the Code of Federal Regulations, subchapter c, as exists or as hereafter amended or changed. 5
- 6 (4) Infectious waste generated by hospitals, medical centers, clinics, and other health care 7 facilities.
- 8 (5) Record keeping; exemption from public disclosure. Under the provisions of F.S. §
- 9 252.88(3), any and all information, including but not limited to, site plans and specific location
- information on hazardous materials or toxic substances furnished to the Fire Department 10
- pursuant to this section shall be confidential and exempt from the provisions of F.S. § 119.07(1). 11
- (g) Enforcement. The Fire Chief or designee is authorized and empowered to enforce the 12 provisions of this code. The enforcement may include the inspection of hazardous materials or
- 13 toxic substances in use, storage, or disposal, review of hazardous materials records, the sampling 14
- and testing of hazardous materials and other activities directly related to the enforcement of this 15
- section. No person shall obstruct or interfere with the Fire Chief or designee in the performance 16
- 17 of these duties.
- (h) Violations. Violations of this section are subject to the penalties and remedies provided in 18 19
  - F.S. § 252.86.

## File Attachments for Item:

B. Update on the Mission and Vision Statements for Strategic Plan - Vice Mayor Moore

Meeting Date:	4/19/2022
Submitted by:	Natasha Moore, Vice Mayor – Commissioner
Subject:	Mission and Vision Statements for Strategic Plan

# Summary:

The current mission and vision statements in our strategic plan are...

VISION: A residential community striving to provide the highest quality of living standards for present and future residents.

MISSION: Maintain and improve the focus of Highland Beach as premier beachside residential community providing excellence in government and services to protect our "unique sense of place".

# **Recommendation:**

Discuss proposed changes to the mission and vision statement in our Strategic Plan.

# **Mission and Vision Statements**

Key concepts: safety, excellence in utilities and municipal services, spend money wisely that optimizes value for residents, optimizes financials to benefit residents, reflects input by residents, harmony, paradise, plan for future.

# Town of Highland Beach

Consider the following as an alternative to our current vision:

The Town of Highland Beach is a harmonious community that is a safe harbor in paradise.

Consider the following as an alternative to our current mission:

We provide exceptional municipal services that residents want while optimizing our financial budget and responsibly planning for the future.

Mission and vision statements from other municipalities:

## **City of Boca Raton**

Vision: a beautiful, prosperous, safe, and vibrant coastal community. Mission: The mission of the City of Boca Raton is to responsibly provide outstanding services to enhance our unique quality of life.

## **City of Delray Beach**

Vision: Delray Beach is a charming, vibrant city of dynamic and diverse communities with a bright future. We proudly celebrate our heritage and provide a welcoming, healthy hometown for residents and visitors.

Mission: To foster an authentic and inspiring community that celebrates our history while building toward the future.

## Jupiter

Vision: Jupiter is a distinctive coastal community committed to preserving its unique character and history and vibrant, small town feel.

Mission: We provide exceptional municipal services that add value to resident's lives, while ensuring a long term, sustainable community

# File Attachments for Item:

C. Continued discussion on Town Entry Signage Design Concepts

Meeting Date:	4/19/2022
Submitted by:	Natasha Moore, Vice Mayor – Commissioner
Subject:	Town Entry SignsAIA

# Summary:

The town entry signs on AIA are in poor condition. Replacing the town entry signs is prioritized as the 12<sup>th</sup> project on our list of strategic priorities. Resident engagement is also a high priority. As a result, we would like to evaluate a plan to engage residents in the design of the town entry signs.

# **Recommendation:**

Review the proposed plan to engage residents in the design of the new town entry signs.

### File Attachments for Item:

D. Discussion of the public participation and planning board review process of the proposed ordinance amendments for Marine Accessory Structures.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE:	Town Commission Meeting	
MEETING DATE	April 19, 2022	
SUBMITTED BY:	Terisha Cuebas, Town Manager's Office	
SUBJECT:	Discussion of the public participation and planning board review process of the proposed ordinance amendments for Marine Accessory Structures.	

## SUMMARY:

Former Vice-Mayor, Greg Babij, is sponsoring an amendment to the Accessory Marine Facilities regulations found in Section 30-68(g) and (h) of the Town Code. The proposed amendments are outlined in the table below.

Proposed amendment	Current Town Code regulation
1. Maximum height for accessory marine facilities at Base Flood Elevation (BFE) plus 7 feet.	Town Code is silent on maximum height for accessory marine facilities; however, the definition of "boat lift" requires that in no case shall the lift be higher than the superstructure of the boat when lifted <b>(Sec. 30-131).</b>
2. Exempt personal watercraft (PWC) lifts (as defined in Sec. 30- 131) from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" or remove requirement from Town Code. Note that given the low profile of such PWCs, compliance is problematic unless a variance is sought by Applicant.	Boat Lift is defined as "the bottom of the keel of any boat shall not be hoisted greater than one foot above the minimum seawall elevation. In no case shall the lift be higher than the superstructure of the boat when lifted." (Sec. 30-131). Personal Watercraft lift (PWL) includes a mechanical/electrical device for lifting jet skis, canoes, kayaks or other small watercraft out of the water. (Sec. 30-131).
3. Maximum seawall cap width of 3 feet and maximum 8 foot width	In waterways not regulated by the U.S. Army Corps of Engineers, docks and mooring structures shall not extend into any waterway more than five (5) feet. In

for seawall cap plus dock, as measured from the property line.	waterways regulated by the U.S. Army Corps of Engineers, docks and mooring structures may extend to that distance allowed by said agency <b>(Sec. 30- 68(g)a. and b.)</b> . Note that USACE regulates Intracoastal Waterway, canals and lakes in Town.
4. Encroachment into water is 25 ft or 25% of waterway width (measured from the shortest distance adjacent to property line) whichever is less.	See No. 3 above.
5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 ft.	Single-family zoning districts: <b>25 foot</b> side setback. For lots with a width of 50 feet or more but less than 70 feet, <b>15 foot</b> side setback. For lots with less than fifty feet abutting the water, the planning board may grant a special exception for the installation of a seawall mounted davit type lifting device (but not a dock structure) after being satisfied as to the protection of neighboring property and no infringement of standard navigation practices. Multi-family Zoning districts are exempt from side setback ( <b>Sec. 30-68(g)(6)d.</b> )
6. Require a ladder for every 50 feet of dock.	Town Code is silent on ladders.

During the introduction of the proposed amendments at the March 15<sup>th</sup> Commission meeting, the Commission advised they would like to establish a process that will include public participation and review by the Planning Board.

#### FISCAL IMPACT:

N/A

# ATTACHMENTS:

N/A

# **RECOMMENDATION:**

Commission discussion.

#### File Attachments for Item:

A. Approve the recommendation of the Evaluation Committee and authorize staff to conduct negotiations with the first-ranked firm, Kaufman Lynn Construction and establish a contract in accordance with the Request for Qualifications (RFQ) No. 22-001 for the Construction Manager at Risk.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE:	Town Commission Meeting
MEETING DATE	04/19/2022
SUBMITTED BY:	Eric Marmer, Interim Finance Director
SUBJECT:	AUTHORIZATION TO NEGOTIATE WITH THE TOP-RANKED FIRMS FOR RFQ NO. 22-001 – CONSTRUCTION MANAGER AT RISK

#### SUMMARY:

On March 25, 2022, the Finance Department received and opened three (3) proposals in response to the RFQ for the Construction Manager at Risk, which was reviewed by the Finance Department to ensure the proposals met the RFQ's minimum requirements. Two (2) of the three (3) were deemed responsive and were forwarded to the Evaluation Committee for review.

On April 13, 2022, the two responsive firms gave presentations and were interviewed by the Evaluation Committee. The Evaluation Committee consisting of Glenn Joseph, Consultant, Jeff Remas, Building Official, and Craig Hartmann, Chief of Police, reviewed and ranked the proposals. After deliberating, the Evaluation Committee was unanimous in their decision to recommend the final rankings and proceed in the negotiation of a contract with the number one (1) ranked firm, Kaufman Lynn Construction.

## FISCAL IMPACT:

The total cost of construction will be determined following negotiations.

## ATTACHMENTS:

RFQ No. 2022-001 – Construction Manager at Risk

Evaluation Committee Final Scores and Ranking

Kaufman Lynn Proposal

## **RECOMMENDATION:**

Approve the recommendation of the Evaluation Committee and authorize staff to conduct negotiations with the first-ranked firm, Kaufman Lynn Construction and establish a contract in accordance with the Request for Qualifications (RFQ) No. 22-001 for the Construction

Manager at Risk. After the negotiations, the Contract will be brought back to the Commission for approval.

# **REQUEST FOR QUALIFICATIONS**

# FOR

# **CONSTRUCTION MANAGER AT RISK**

TOWN OF HIGHLAND BEACH

# FIRE STATION #6

RFQ No.: 22-001

RFQ DUE DATE: MARCH 25, 2022 RESPONSES DUE NO LATER THAN 2:00 P.M.

> TOWN OF HIGHLAND BEACH TOWN HALL 3614 SOUTH OCEAN BLVD. HIGHLAND BEACH, FL 33487

# REQUEST FOR QUALIFICATIONS FOR FIRE STATION ADDITION/RENOVATION CONSTRUCTION MANAGER at RISK RFQ No.: 22-001

In accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), the Town of Highland Beach is soliciting qualification statements from interested and qualified firms offering to provide construction manager at risk services for the renovation/addition to the existing Fire Station #6 located at 3612 South Ocean Boulevard, Highland Beach, FL 33487.

Qualification Statements must be received by 2:00 PM on March 25, 2022 in a sealed envelope clearly labeled "**RFQ # 22-001: "FIRE STATION #6 CONSTRUCTION MANAGER at RISK**" and delivered to:

## Town of Highland Beach Clerk's Office c/o Eric Marmer, Interim Finance Director 3614 South Ocean Blvd., Highland Beach, Florida 33487

## LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Highland Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until Town Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Town Commission or their staff, the Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Interim Finance Director or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Town Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Highland Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Eric Marmer, Financial Services Manager, E-mail <u>emarmer@highlandbeach.us.</u>

#### Purpose:

As part of the establishment of an independent Fire Rescue Service Department, the Town of Highland Beach is requesting Qualification Statements from firms to provide construction management at risk services for the renovation/addition to the existing Fire Station #6 located at 3612 South Ocean Boulevard, Highland Beach, FL 33487. Firms interested in providing Construction Management at Risk (CMAR) Services related to the construction and renovation work for the Fire Station should submit Qualification Statements. The firm ultimately selected will provide full construction management at risk services for the project as directed by the Town.

At the time of the opening of Qualification Statements, each proposer shall be presumed to have inspected the site and to have read and be fully familiar with the Contract Documents (including all addenda). Failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from any obligation with respect to this RFQ.

#### PRE-SUBMITTAL CONFERENCE AND SITE VISIT:

A Pre-Submittal Conference will be held at 10:00 a.m., March 7, 2022 at the Town of Highland Beach Commission Chamber at 3614 South Ocean Blvd., Highland Beach, Florida 33442, to present the project scope, submission requirements, procurement approach, and to answer questions of interested Proposers. Attendance is not mandatory.

#### **RFQ OPENING:**

Sealed Qualification Statements will be received in The Clerk's Office, Town of Highland Beach, 3641 South Ocean Boulevard, Highland Beach, FL 33487, by: <u>March 25, 2022, No Later Than</u> 2:00PM (Local Time).

RFQ's will be opened in:	TOWN HALL
	COMMISSION CHAMBERS
	<b>3614 South Ocean Boulevard Highland Beach, FL 33487</b> (Unless otherwise designated)

Contact: Eric Marmer, Interim Finance Director Telephone: (561) 278- 4548; Email: <u>emarmer@highlandbeach.us</u>

Office Hours: MONDAY – FRIDAY, 8:30 A.M. TO 4:30 P.M.

#### **ATTENTION ALL INTERESTED RESPONDENTS:**

Copies of this solicitation package may be obtained from Demandstar at <u>www.demandstar.com</u>. Demandstar distributes the Town's solicitations through electronic download. Paper copies of this solicitation may be requested from The Clerk's Office by calling

(561) 278-4548. Respondent(s) who obtain copies of this solicitation from sources other than Demandstar may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

## **REQUEST FOR QUALIFICATIONS**

#### FOR

# FIRE STATION #6

#### **CONSTRUCTION MANAGER at RISK**

#### RFQ No.: 22-001

#### Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive RFQ responses/Qualification Statements until <u>March 25. 2022</u> at <u>2:00 P.M. (LOCAL TIME)</u> in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have its response <u>delivered to the Town</u> <u>Clerk's Office</u> for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.
- C. If any addendum(s) is issued to this RFQ, the Town will attempt to notify all prospective proposers who have secured same, however, it shall be the <u>responsibility of each proposer</u>, prior to submitting the RFQ response, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their RFQ response.
- D. One (1) original. so marked. three (3) copies. and one (1) electronic copy of the RFQ response shall be submitted in one sealed package clearly marked on the outside "<u>RFQ</u> <u>#22-001: FIRE STATION #6 CONSTRUCTION MANAGER at RISK</u>" to: Town of Highland Beach Clerk's Office, c/o Eric Marmer, Financial Services Manager, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the <u>legal name</u>, <u>address</u>, <u>and telephone number</u> of the proposer (firm, corporation, partnership or individual). Responses shall be <u>signed</u> above the <u>typed or printed name and title</u> of the signer. The signer shall have the authority to contractually bind the proposer to the submitted proposal. Bidder must note their Federal I.D. number on their bid submittal.
- F. All expenses for making RFQ responses to the Town are to be borne by the Proposer.
- G. A sample draft agreement from which the Town intends to negotiate with the successful firm(s) is contained within this Request for Qualifications for review. The Town reserves the right to modify the contract language prior to execution. The actual scope of services and consulting fees will be negotiated with the successful firm.
- H. Each Proposer, by submission of an RFQ response/Qualification Statement, acknowledges that in the event of any legal action challenging the award of a RFQ; damages, if any, shall be limited to the actual cost of the preparation of the RFQ.



#### **REQUEST FOR QUALIFICATIONS**

#### FOR

#### FIRE STATION #6

#### CONSTRUCTION MANAGER at RISK

#### RFQ No.: 22-001

#### Section 2 – PROPOSAL SUBMISSION REQUIREMENTS

A. **General Requirements.** The purpose of the Qualification Statement is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this Request for Qualifications. As such, the substance of the response to the RFQ will carry more weight than its length, form, or manner of presentation. The Qualification Statement should demonstrate the qualification of the Firm and the staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the Request for Qualifications requirements.

The selected Firms shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the Town. Additionally, the selected Firm will be required to demonstrate recent fire station experience with the successful completion of services like those specified within this RFQ including the attached scope of work.

- B. **Certification and Licenses.** Proposers must include with their Proposals, copies of all applicable certificates and licensing or business permits related to the Work specified herein. Proposer must be licensed as a general contractor in Florida in accordance with FL Statutes Chapter 489 and the Florida Construction Industry Licensing Board.
- **C. Insurance and Bonding Capacity** Proposer shall provide a sample Certificate of Insurance demonstrating evidence that the firm can meet requirements of Attachment "A" Insurance Advisory Form included in this RFQ. Proposer shall provide letter of acknowledgement from the Proposer's Surety of Proposer's ability to provide 100% Performance and Payment Bonds for a minimum of \$10 million for a single project in the name of the Proposer as the Principal under the bonds. Letter shall also indicate Proposer's maximum single project bonding capacity and Proposer's aggregate bonding capacity. The Surety must be rated no less than "A-"as to management and no less than "VI" as to strength by the latest edition of Best's Insurance Guide published by the A.M. Best Company.
- D. **Detailed Proposal.** The detailed proposal should follow the order set forth as outlined below and come before the required forms listed in section 2.6.
  - 1. Letter of Interest

The Letter of Interest shall be a maximum of one (1) page that summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Proposer or person authorized to bind the Proposer to the submitted RFQ.

2. <u>Firm's Qualifications</u> (Maximum Potential Points – 30)

Proposer shall provide information using the attached References Form for three

(3) fire station projects in Florida utilizing the Construction Management at Risk (CMAR) delivery method with a minimum value of \$4,000,000 with similar scope and complexity that have been completed or anticipate completion by the Proposer's firm within the last or next five (5) years which demonstrate the experience of the firm and the team that will be assigned to provide the services as required by this Project.

For each reference project, provide the following information:

- 1) Owner/Client name & Representative name, address, phone number, and email.
- 2) Name and location of the project.
- 3) Description of the scope of work.
- 4) Date project was completed or is anticipated to be completed.
- 5) GMP Amount vs. Final Cost
- 6) Size of project (gross square feet of construction).
- 3. Qualifications of Proposer's Project Team (Maximum Potential Points 30)

Proposer shall provide an overview of the qualifications of a specific project team to demonstrate the experience and capability of key project staff members to perform the requested preconstruction and construction phase services. Specify and present as a minimum, similar experience with preconstruction and construction phase services applicable to construction and/or renovation of fire station projects in Florida of similar size and complexity. Identify the preconstruction and construction staff who would be assigned to the project as follows:

- a. An organizational chart that clearly defines the lines of authority
- b. The names and roles of each professional to be assigned to this project, including familiarity with CMAR projects of a similar nature.
- c. The estimated amount of involvement expressed as a percentage of time, of each of the staff members.
- d. Brief resumes indicating relevant experience.

# <u>4.Project Approach, Demonstrated Skill Set, and Relevant Experience.</u> (Maximum Potential Points – 20)

- a. <u>Narrative of Project and Understanding of the Project Issues:</u> Provide a narrative demonstrating the Proposer's understanding of the project goals, requirements, challenges, the project delivery method, and how the Proposer intends to ensure that the established budget, quality, safety, and schedule goals will be met.
- b. <u>Cost Estimates & Budget Control:</u> Provide a description of the Proposer's approach to cost estimating and adhering to the project budget during the various phases of the design (i.e., schematic, design development, construction documents). Indicate the methodology and estimating system used in preparation of estimates.
- c. <u>Discuss how the Proposer will utilize best practice techniques</u>: such as value engineering and constructability reviews and provide evidence of previous experience with any of the methodologies presented.
- Location of Proposer's Office (Maximum Potential Points 10) Indicate the location of the Proposer's office that will be responsible for providing the services required by the RFQ/Contract.

Office location within Palm Beach County – 10 points

Office location outside Palm Beach County but within 75 miles of project location – 5 points Office location outside Palm Beach County greater than 75 miles of project location – 1 point

#### 6. Preparation of the RFQ:

This Request for Qualifications (also referred to as "RFQ") provides the complete set of terms and conditions, specifications, and proposal forms for the required goods and/or services.

SUBMITTAL FORMS – Proposers must complete and submit the required forms for submittal to be considered a valid response.

Proposer's Acknowledgement Confirmation of a Drug Free Workplace Acknowledgement of PBC Inspector General Scrutinized Companies Certification Form Public Entity Crimes Sworn Statement Acknowledgment of Addendum(s) (if applicable) Schedule of Sub-Consultants (if applicable) Statement of No RFQ (if applicable)

#### Additionally

Submit current Florida General Contractor's License Submit evidence of liability & other insurance requirements at the levels identified on the Insurance Advisory Form herein as an attachment. Submit letter from Surety indicating Bonding Capacity Submit any Supplemental information relative to this RFQ

All proposal forms must be completed in full and include all applicable signatures where indicated. The signature must be of an authorized representative who has the legal ability to bind the proposer in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is a proposer's sole responsibility to assure that its proposal is complete and delivered at the proper time and place of the proposal opening.

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# REQUEST FOR QUALIFICATIONS FOR FIRE STATION #6 CONSTRUCTION MANAGER at RISK RFQ No.: 22-001

#### Section 3 – EVALUATION OF PROPOSALS

#### **EVALUATION OF PROPOSALS**

The Selection Committee will review and evaluate all Qualification Statements submitted in response to this solicitation. The Committee shall conduct a preliminary evaluation of all responses based on the information provided and other evaluation criteria as set forth in this solicitation. The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive to this solicitation, and will be evaluated as follows:

The selection committee will review and evaluate all RFQ responses. The determination shall be based upon the following criteria and respondents shall provide, as a minimum the information listed under each criterion.

Evaluation Criteria	Maximum Potential Points
Qualifications of the firm	30
Assigned Staff Qualifications and Experience	30
Project Approach	30
Office Location	<u>10</u>
Total	100

#### A. Evaluation Process

- 1. A Selection Committee will review each written submission for compliance with the requirements of the RFQ, including verifying that each Proposal includes all documents required. In addition, the Committee will ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFQ.
- 2. In the event less than three (3) firms submit responses to the RFQ or less than three (3) are deemed qualified by the Selection Committee, then the Town shall make a determination as to whether to proceed with the lesser number of firms. If the decision is to re-advertise, and after a subsequent advertisement resulting in less than three (3) firms that still cannot be qualified, then the Town shall proceed hereunder with the qualified firms.
- 3. The Selection Committee will score and rank all responsive firms and proposals

based on the requirements of the RFQ and determine a shortlist a minimum of three (3) firms deemed to be the most qualified to perform the required services.

- 4. The Selection Committee will recommend to the Town Commission to negotiate contract terms with the top ranked firm or conduct discussions, interviews, or require presentations from the shortlisted firms. Upon completion of the discussions, interviews or presentations, the Committee may re-evaluate, re-rate and re-rank the firms based upon the evaluation criteria listed above.
- 5. After the interviews/presentations, the Selection Committee will submit the list of the top three proposers recommended as the most qualified to the Town Commission for ratification and approval. The Town Commission may approve the ranking or require public presentations by the top three firms to determine the final ranking.
- 6. Upon approval of the final ranking by the Town Commission, the Town will negotiate an agreement with the top-ranked firm based on the draft contract attached as part of this Request for Qualifications. The Town reserves the right to include additional provisions if the inclusion is in the best interest of the Town, as determined solely by the Town. Assuming the successful negotiation of an agreement, the final contract will be submitted to the Town Commission for its consideration and approval.
- 7. Should the Town fail to negotiate a satisfactory contract as determined to be fair and competitive with the highest-ranked firm, negotiations will formally be terminated. The Town will then undertake negotiations with the second-ranked firm. Should negotiations fail also with the second-ranked firm, then the third- ranked proposer will be notified for negotiations.

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#### **REQUEST FOR QUALIFICATIONS**

#### FOR

#### **FIRE STATION #6**

#### CONSTRUCTION MANAGER at RISK

#### RFQ No.: 22-001

#### Section 4 – GENERAL CONDITIONS FOR PROPOSERS

- 1. <u>FAMILIARITY WITH LAWS:</u> The Proposer is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the Town. Ignorance on the part of the Proposer will in no way relieve Proposer of responsibility to adhere to such regulations.
- 2. <u>RFQ FORMS</u>: The Proposer will submit its response to the RFQ on the forms provided. All descriptive information must be legibly entered. The Proposer is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. RFQs not submitted on RFQ forms herein may be rejected. All RFQs are subject to the conditions specified within this solicitation document. RFQs which do not comply with these conditions are subject to rejection.
- 3. <u>EXECUTION OF RFQ:</u> RFQ must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.
- 4. <u>RFQ DEADLINE:</u> It is the Proposer's responsibility to assure that the RFQ is delivered at the proper time and place prior to the RFQ deadline. The Town of Highland Beach is <u>not</u> responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a proposal can be considered. RFQ's which for any reason are not delivered by the deadline will not be considered. If no award has been made, the Town reserves the right to consider RFQ's that have been determined by the Town to be received late due to mishandling by the Town after receipt of the RFQ. Offers by telegram or telephone are not acceptable.
- 5. <u>RIGHTS OF THE TOWN:</u> The Town expressly reserves the right to:
  - A. Waive any defect, irregularity, or informality in any RFQ or RFQ procedure.
  - B. Reject or cancel any or all RFQ's.
  - C. Reissue the RFQ.
  - D. Extend the RFQ deadline time and date.

E. Consider and accept an alternate RFQ as provided herein when most advantageous to the Town.

6. <u>STANDARDS</u>: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has:

- A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
- B. A satisfactory record of performance.
- C. A satisfactory record of integrity.
- D. Qualified legally to Contract within the State of Florida and the Town of Highland Beach.
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.
- 7. <u>INTERPRETATIONS</u>: Any questions concerning the conditions and specifications should be directed to Eric Marmer, Interim Finance Director at <u>emarmer@highlandbeach.us</u>, in writing no later than ten (10) days prior to the RFQ deadline.
- 8. <u>CONFLICT OF INTEREST</u>: The award hereunder is subject to all conflict-of-interest provisions of the Town of Highland Beach, Palm Beach County, of the State of Florida.
- 9. <u>SUBCONTRACTING:</u> If a Proposer subcontracts any portion of a Contract for any reason, the Proposer must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The Town of Highland Beach reserves the right to accept or reject any or all RFQs wherein a subcontractor is named and to make the award to the Proposer, who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town. The Town also reserves the right to reject a RFQ of any Proposer if the RFQ names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.
- 10. <u>ADDENDA</u>: From time to time, the Town may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Proposer through the Town's e-Procurement system demandstar.com, it is each Proposer's responsibility to check with the Finance Department and immediately secure all addenda before submitting RFQs. Each Proposer shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the RFQ.
- 11. <u>ANTITRUST CAUSE OF ACTION</u>: In submitting a RFQ to the Town of Highland Beach, the Proposer offers and agrees that if the RFQ is accepted, the Proposer will convey, sell, assign or transfer to the Town of Highland Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Town of Highland Beach. At the Town of Highland Beach's discretion, such assignment shall be made and become effective at the time of Finance Department tender's final payment to the Proposer.
- 12. <u>LEGAL REQUIREMENTS</u>: Federal, State, County, and Town laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- <u>ON PUBLIC ENTITY CRIMES</u> All RFQ's as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a

statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

- 14. SCRUTINIZED COMPANIES 287.135 and 215.473: By submission of this RFQ, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time. Solicitation responses of \$1 million or more must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists.
- 15. <u>TRADE SECRET</u>: Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the Town's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the Town which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The Town shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The Town's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the Town its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

16. <u>ASSIGNMENT:</u> Any Purchase Order issued pursuant to this RFQ and the funds which

may become due hereunder are not assignable except with the prior written approval of the Town.

- 17. INDEMNIFICATION: The selected Proposer shall hold and save harmless the Town of Highland Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected Proposer(s) shall indemnify, save harmless and undertake the defense of the Town, its Town Commissioners, agents, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Proposer's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The Town shall notify the Proposer within ten (10) days of receipt by the Town of any claim, suit or action against the Town arising directly or indirectly from the operations of the Proposer hereunder, for which the Town may be entitled to a claim or indemnity against the Proposer, under the provisions of this Contract. Proposer shall have the right to control the defense of any such claim, suit, or actions. The Proposer shall also be liable to the Town for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the Town by reason of the Proposer's breach of any of the provisions of the contract. Proposer shall not be responsible for negligent acts of the Town or its employees.
- 18. <u>CONTRACT AGREEMENT:</u>

An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. The Agreement will be based on successful negotiation.

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#### **REQUEST FOR QUALIFICATIONS**

#### FOR

#### FIRE STATION #6

#### **CONSTRUCTION MANAGER at RISK**

#### RFQ No.: 22-001

#### SCOPE OF WORK:

#### **GENERAL:**

The following instructions are given for the purpose of guiding proposers in properly preparing their Qualification Statements. These directions have equal force and weight with the specifications and strict compliance is required with all the provisions herein contained.

#### SCOPE OF WORK:

As part of the establishment of an independent Fire Rescue Service Department, the Town of Highland Beach is requesting Qualification Statements from qualified firms to provide construction management at risk services for the renovation/addition to the existing Fire Station located at 3612 South Ocean Boulevard, Highland Beach, FL 33487. Firms interested in providing Construction Management at Risk (CMAR) Services related to the construction and renovation work for the Fire Station should submit responses. The firm ultimately selected will provide full construction management at risk services for the project as directed by the Town.

In general, the scope of this project includes providing construction management services to include but not necessarily limited to the following preconstruction and construction phase services: estimating, schedule development, reporting, site logistics planning, design review, constructability review, value engineering, community outreach, stimulation of subcontractor interest, procurement of subcontractors, development of a Guaranteed Maximum Price (GMP) Proposal, all construction means and methods.

Currently, the existing fire station #6 is a two (2) bay fire station, the Town wants to expand that to a three (3) bay fire station. The Town is relying on the expertise of the chosen design and construction management firms to evaluate and determine the necessary site improvements needed to design and construct a full-service fire station. In keeping in line with the Town's commitment to sustainability, it is important that considerations are given to the following when designing and constructing this project.

- Energy and water efficient construction and building systems.
- Materials and design focused on minimizing resource consumption and long-term operating costs.
- Renewable energy to the extent feasible
- Minimum projected life span of 50 years

- Maximum indoor air quality
- Apparatus emission control
- Sustainable site management

It is anticipated the overall project design and construction process will consist of two (2) phases. Fire and EMS service is currently provided by contract to the Town and the station will need to remain operational throughout the construction process.

The first phase of the project is to temporarily move the trucks in the existing two bays to a temporary covered canopy located south of the existing station. Renovate the two-bay existing area to new housing while maintaining the current housing in the south portion of the building. Work will include raising the finish floor approximately 2 feet. Once complete, move the existing station house into new quarters.

Phase two consist of demo the south end of the existing building and build a new 2-story addition with 3- truck bays and support on ground floor and fire administration and E.O.C. on the second floor. Related site work and landscaping is to be included.

The estimated construction budget is \$5,300,000.

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#### Attachment "A" Town of Highland Beach INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the Town requires appropriate coverages listing the Town of Highland Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (*NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.*) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the Town: (**NOTE: This list is not all inclusive, and the Town reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.**)

\_\_\_\_\_

<u>TYPE</u> (Occurrence Based Only)	MINIMUM LIMITS REQUIRED		
General Liability Commercial General Liability Owners & Contractor's Protective (OCP) Liquor Liability Professional Liability Employees & Officers Pollution Liability Asbestos Abatement Lead Abatement Broad Form Vendors Premises Operations Underground Explosion & Collapse Products Completed Operations Contractual Independent Contractors Broad Form Property Damage Fire Legal Liability	General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Expense (any one person)	\$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00 \$ 1,000,000.00 \$ 50,000.00 \$ 5,000.00	
Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos PIP Basic Intermodal	Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage Trailer Interchange	\$ 500,000.00 to be determined to be determined to be determined \$ 50,000.00	
Garage Liability Any Auto Garage Keepers Liability	Auto Only, Each Accident Other Than Auto Only Each Accident Aggregate	\$ 1,000,000.00 \$ 100,000.00 \$ 1,000,000.00 \$ 1,000,000.00	
Excess Liability Umbrella Form	Each Occurrence Aggregate	\$ 5,000,000.00 \$ 5,000,000.00	
Worker's Compensation Employer's Liability	Each Accident Disease, Policy Limit Disease Each Employee	Statutory Limits \$ 100,000.00 \$ 500,000.00 \$ 100,000.00	

Property

Homeowners Revocable Permit	\$ 300,000.00		
Builder's Risk	Limits based on Project Cost		

Other - As Risk Identified

to be determined

# **FORMS**

# THE DOCUMENTS BEHIND THIS PAGE MUST ACCOMPANY THE PROPOSAL IN ORDER FOR SUBMITTAL TO BE CONSIDERED RESPONSIVE AND ACCEPTABLE

#### **PROPOSER ACKNOWLEDGEMENT**

Submit RFQ's to: Clerk's Office 3614 South Ocean Blvd. Highland Beach, FL 33487 Telephone: (561) 278-4548

RFQ Title: "FIRE STATION #6 CONSTRUCTION MANAGER at RISK"

RFQ Number: 22-001

RFQ Due: March 25, 2022, NO LATER THAN 2:00 P.M. (LOCAL TIME)

Qualification Statements will be publicly opened and recorded for acknowledgement of receipt, unless specified otherwise, on the date and time indicated above and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFQ shall conform to applicable sections of the charter and codes of the Town.

Name of Proposer:

Federal I.D. Number: \_\_\_\_\_

A Corporation of the State of \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Mailing Address:

City / State / Zip:

E-mail Address:

Authorized Signature

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#### CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

## PALM BEACH COUNTY INSPECTOR GENERAL

### ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

CONTRACTOR NAME

Ву\_\_\_\_\_

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

#### **CERTIFICATION PURSUANT TO FLORIDA**

#### STATUTE § 287.135

**Company Name** 

certify

Ι.	, on behalf of	

Print Name and Title

that

does not:

**Company Name** 

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List; and

5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false, certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the Town from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME	

SIGNATURE

PRINT NAME

TITLE

#### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:

(Print individual's name and title)

For:

(Print name of entity submitting sworn statement)

.)

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person.

A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or apples to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMONT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date:

Signature

STATE OF <u>Florida</u>

COUNTY OF Palm Beach

The foregoing instrument was ack	nowledged before me this day of	,
2022, by, as	(title) of	(name of
company), on behalf of	(type of entity).	

 $\Box$  who is personally known to me,

as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name
NOTARY PUBLIC-STATE OF <u>FL</u>
My Commission Expires: \_\_\_\_\_\_
Commission No. \_\_\_\_\_\_

#### ADDENDA ACKNOWLEGEMENT

TOWN OF HIGHLAND BEACH FLORIDA

#### RFQ TITLE: "FIRE STATION #6 CONSTRUCTION MANAGER at RISK"

RFQ NO.: 22-001

DATE SUBMITTED:

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract Documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
			. <u></u>

□ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

RFQ

### RFQ No.: 22-001 FIRE STATION #6 CONSTRUCTION MANAGER at RISK

#### SCHEDULE OF SUB-CONSULTANTS

The Undersigned Respondent proposes the following sub-consultants for the Project. The Respondent is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultants, if necessary. <u>If not applicable or if no-sub-consultants will be used in the performance of this Work. please sign and date the from and write "Not-Applicable" or "NONE" across the form.</u>

Name of Sub-Consultant	Address of Sub-Consultant	License No.:	<u>Contract</u> <u>Amount</u>	Percentage (%) of Contract

Signature\_\_\_\_\_

Date:

Title/Company\_\_\_\_\_

Owner reserves the right to reject any sub-consultant who has previously failed in the proper performance of an award, or failed to deliver on time, contracts of a similar nature, or who has not demonstrated the necessary capability (financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-consultant in order to make a determination as to the foregoing.

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REFERENCE	SEOR	
	(NAME O	F FIRM)
<b>1.</b> Owner/Client Name:		
Name and Location of Proje	ect:	
Scope of work (use blank sh	neet and attach if you need mo	ore space):
Project Completion Date or	Anticipated Completion Date	:
GMP Amount vs. Final Cost	t:	
Size of Project (gross sq. ft)	:	
Phone:	Fax:	E-Mail:
<b>2.</b> Owner/Client Name:		
Name and Location of Proje	ect:	
Scope of work (use blank st	neet and attach if you need mo	ore space):
Project Completion Date or	Anticipated Completion Date	
GMP Amount vs. Final Cost	t:	
Size of Project (gross sq. ft)	:	
Phone:	Fax:	E-Mail:
<b>3.</b> Owner/Client Name:		
Name and Location of Project:		
Scope of work (use blank sheet and attach if you need more space):		
Project Completion Date or Anticipated Completion Date:		
GMP Amount vs. Final Cost:		
Size of Project (gross sq. ft)	:	
Phone:	Fax:	E-Mail

### TOWN OF HIGHLAND BEACH CONSTRUCTION MANAGEMENT AT-RISK SERVICES AGREEMENT

(RFQ No. 22-001 - Construction Management At-Risk Services for Fire Station #6)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this day of \_\_\_\_\_\_, 2022 by and between the Town of Highland Beach, Florida municipal corporation, 3614 South Ocean Blvd, Highland Beach, FL ("Town") and \_\_\_\_\_\_\_, a Florida Profit Corporation organized and existing under the laws of the State of Florida, having its principal business office at \_\_\_\_\_\_\_ ("Contractor"). The Town and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

#### **RECITALS**

WHEREAS, the Town is desirous of constructed and/or renovating the existing Fire Station #6, which is located at 3614 South Ocean Boulevard, Highland Beach, Florida 33487, in order to provide a direct level of service to the Town's residents and visitors; and

WHEREAS, the Town advertised the Request for Qualifications 22-001; Fire Station #6 Construction Manager at Risk ("RFQ"), soliciting proposals from experienced and qualified firms to provide Construction Management at-Risk Services, in accordance with the terms, conditions and specifications contained in the RFQ ("Project"); and

**WHEREAS**, in response to the RFQ, Contractor timely submitted its Proposal and was evaluated by Town administration as the highest ranked responsive-responsible Respondent whose proposal, qualifications and references demonstrated to be the most advantageous to the Town in the procurement of the Project; and

**WHEREAS**, the Contractor has expressed the capability, willingness and expertise to perform the Project pursuant to the Contract Documents; and

WHEREAS, the Mayor and Town Commission passed Resolution Number \_\_\_\_\_\_, approving the selection of Contractor and authorized the Town Manager and Town Attorney to negotiate and execute an agreement to accomplish the Project; and

WHEREAS, the Mayor and Town Commission passed Resolution \_\_\_\_\_\_, which authorized the Town Manager to enter into an agreement with Contractor for the provision of Construction Management at-Risk services for the Fire Station #6 Construction or Renovation.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

#### ARTICLE 1 – RECITALS

1.1 The recitals are true correct and are hereby incorporated into and made a part of this Agreement.

#### **ARTICLE 2 - SCOPE OF WORK**

2.1 The Contractor has overall responsibility for, and shall provide, complete Pre-Construction Phase and Construction Phase Services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Town's requirements and the terms of the Contract Documents.

#### ARTICLE 3 – CONTRACT DOCUMENTS

3.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

3.1.1 The Town's *Request for Qualifications No. 22-001, Fire Station #6 Construction Management At Risk* attached hereto by reference;

3.1.2 Contractor's response to the RFQ ("Qualifications"), attached hereto by reference;

3.1.3 Resolution No. \_\_\_\_\_\_, passed and adopted by the Mayor and Town Commission on \_\_\_\_\_\_, approving the selection of Contractor authorizing the execution of this Agreement for the provision of Services attached hereto as Exhibit "A";

3.1.4 Contractor's final negotiated and accepted proposal attached hereto as Exhibit "B";

3.1.5 Preliminary Schedule of design and construction milestones attached hereto as Exhibit "C";

3.1.6 The Town's General Conditions of the Construction Contract attached hereto by reference. Notwithstanding anything to the contrary in this Section or the Agreement, the General Conditions of the Construction Contract referenced in different sections of the Agreement are only for general reference, will be revised, and will only become a part of the Contract Documents at the time the Parties execute a GMP Amendment;

3.1.7 The drawings, specifications, details and other documents developed by the Project Architect to describe the Project and accepted by the Town;

3.1.8 The Guaranteed Maximum Price Proposal for this Project when accepted by the Town and executed by the parties in a form to be prepared by the Contractor and approved by the Town; and

3.1.9 Any additional documents, which are required to be submitted by the Town or Consultant under this Agreement.



3.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 3.2.1 Specific written direction from the Town Manager or Town Manager's designee made in accordance with the Town Manager's authority;
- 3.2.2 This Agreement;
- 3.2.3 GMP Amendment;
- 3.2.4 Change Orders;
- 3.2.5 Specifications;
- 3.2.6 Plans;
- 3.2.7 The RFQ; and
- 3.2.8 The Proposal.

3.3 The Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or error found in the RFQ prior to the Contractor submitting its Proposal or the right to clarify same, as stipulated in the RFQ, is waived.

#### **ARTICLE 4 - DEFINITIONS**

The following words, terms and phrases, when used in this Agreement, shall have the following meanings, except when it is clear from the context that another meaning is intended:

4.1 *Architect/Engineer or A/E*: The "Architect/Engineer" or "A/E" shall mean that person or firm designated as the architect/engineer for the Project, or any portion thereof. Also referred to as the Consultant, this entity has entered into a separate agreement with the Town for design services for the Project. For purposes of this Agreement, the Architect/Engineer of record for the Project is \_\_\_\_\_\_.

4.3 *Change Order*: A written document signed by the Parties authorizing an addition, deletion or revision to the Work performed on the Project pursuant to this Agreement and within the general scope of work; or an adjustment to the Time Schedule or compensation, issued on or after the effective date of the Agreement.

4.4 *The Town or Town*: The "Town" or "Town" shall mean the Town of Highland Beach, a Florida municipal corporation, having its principal offices at 3614 South Ocean Blvd, Highland Beach, Florida 33487, and may also be referred to as the "Town" in this Agreement. The Town, as a governmental entity, is subject to the availability of funds and annual appropriation of funds by its legislative body and other governmental authorities or sources of revenue, in an amount to allow continuation of its performance under this Agreement. In the event of lack of funding for this Agreement, or the Project subject to this Agreement, this Agreement may be terminated by the Town pursuant to the procedures set forth in this Agreement.



4.5 The Town Manager may approve contract amendments which shall not exceed the sum of Twenty-Five Thousand Dollars (\$25,000), or such other amount as may be specified by the Town of Highland Beach Code of Ordinances, in its Procurement Ordinance, as same may be amended from time to time.

4.6 *Contractor Principal*: The "Contractor Principal" shall be the person designated by the Construction Manager as its senior representative to the Town. The Contractor Principal shall perform those duties required in this Agreement and shall have the authority to commit and obligate the Contractor, and to fully act for the Contractor in all matters.

4.7 *Claim*: A "Claim" is a demand, assertion, dispute or other such claim by one of the parties hereto arising out of or based upon the terms and conditions of the Contract Documents.

4.8 *Contract Amendment*: A "Contract Amendment" shall mean a written order to the Construction Manager approved by the Town, as specified in this Agreement, and signed by the Town's duly authorized representative, authorizing a change in the Project or the method and manner of performance thereof, or an adjustment in the fees or completion dates, as applicable, and executed by the Town, Contractor and the A/E. Any Contract Amendments and/or Change Orders affecting changes to the Work shall be countersigned by the Contractor and the A/E.

4.9 *Construction Change Directive*: The term "Construction Change Directive" shall mean a written directive to effect changes to the Work, prepared by the A/E and executed by the Town.

4.10 *Construction Estimate*: The term "Construction Estimate" shall mean a cost estimate for the completion of the entire Scope of Work for the Project, which estimate shall include all components of the Cost of the Work, as well as the Construction Manager's Fee for the Project.

4.11 *Construction Manager (Contractor)*: \_\_\_\_\_\_, as selected by the Town pursuant to Resolution No. \_\_\_\_\_\_, to provide services of Construction Management At-Risk for this Project. Acceptance of the GMP by the Town shall result in the Contractor functioning from that point forward as a General Contractor under the terms and conditions of the Contract Documents, as same may be amended, which will go into effect at the time of GMP acceptance.

4.11.1 The Construction Manager shall be liable for its services, responsibilities and liabilities under this Agreement, as well as the services, responsibilities and liabilities of any Subcontractor, and any other person or entity acting under the direction or control of the Construction Manager. When the term "Construction Manager" or "Contractor" is used in this Agreement, it shall be deemed to include any Subcontractor and any other person or entity acting under the direction or control of Contractor. Any Subcontractor retained by Construction Manager pursuant to this Agreement and the Project, must receive the prior written approval of the Town.

4.12 *Construction Phase Services*: The term "Construction Phase Services" shall mean and anticipates, in a subsequent amendment to this Agreement, and further, in the event the Town Commission approves the GMP, the services to be performed by or through the Construction Manager during the Construction Phase of the Project, including, without limitation, the Work for the Project, and such other services as called for by this Agreement and any



amendments hereto, or reasonably inferred there from.

4.13 *Construction Schedule*: The term "Construction Schedule shall mean a critical path schedule or other construction schedule, as defined and required by the Contract Documents.

4.14 *Contingency*: The term "Contingency" (i.e. "Project Contingency") shall mean a line item budget amount agreed to by the parties and included in the GMP Proposal intended to cover costs that may result from incomplete design, Town requested changes, unforeseen and unpredictable conditions, or uncertainties encountered during execution of the Project. The actual amount of the Contingency will de pend on the status of design, complexity and uncertainties of the component parts of the Project. The Contingency funds shall be used at the discretion of the Town and must first be approved by the Town prior to the Contractor using it. Any unused portion of the Contingency that remains unallocated upon Final Completion and after issuance of final payment for the Project, shall accrue to the benefit of the Town.

4.15 *Contract*: The term "Contract" means the contract formed by all of the Contract Documents, including this Agreement and any amendments hereto.

4.16 *Contract Documents*: The "Contract Documents" include Resolution No. \_\_\_\_\_\_, this Agreement, and all attachments, exhibits, and amendments thereto; and such other documentation as may be listed as an attachment and/or an exhibit to this Agreement. Upon execution of the GMP Amendment, the Contract Documents shall be expanded to include, in addition to those items listed above, those documents identified by the GMP Amendment and the attachments and exhibits thereto.

4.17 *Contract Time*: The time period agreed to by the parties and approved by the Town for the Construction Manager to successfully complete its services for this Project.

4.18 Day: Shall mean a consecutive "calendar day," unless specifically designated otherwise

4.19 *Drawings*: The "Drawings" shall refer to the graphic and pictorial provisions of the Work identified as the Drawings in the GMP Amendment; Change Order, or Construction Change Directive issued and executed in accordance with the Agreement, including without limitation, all notes schedule and legends on such Drawings.

4.20 *General Contractor*: The term "General Contractor" shall refer to the Contractor after acceptance by the Town of the GMP Amendment. The Contractor shall be duly licensed as a General Contractor pursuant to Chapter 489, Florida Statutes.

4.21 *Guaranteed Maximum Price*: The term "Guaranteed Maximum Price" or "GMP" shall mean the sum certain set forth in the GMP Amendment as the Project price that the Construction Manager guarantees not to exceed for the Project for all services within the Agreement, as same shall be amended upon acceptance of the GMP by the Town.

4.22 *GMP Amendment*: The term "GMP Amendment" shall mean the GMP Proposal for the Project, if any, accepted by the Town, in its sole discretion, which Amendment shall automatically become a part hereof upon the Town's and Construction Manager's execution of the same and shall establish, among other things, the GMP, the names of the Construction Manager's on site-management and supervisory personnel for the Project; and the Contract Time for the Project.

4.23 *GMP Proposal*: The term "GMP Proposal" shall mean a proposal for completing the Project, which proposal shall include the proposed. Guaranteed Maximum Price for the construction of the Project, as provided by the Construction Manager and accepted by the Town based upon the Drawings and Specifications; the Contract Documents; and the Memorandum of Changes. The Town has no obligation to accept the GMP Proposal regardless of the amount or its relationship to estimates provided.

4.24 *Laws*: The term "Laws" shall include all Federal, State, County and local laws, statutes, regulations, ordinances, rules and building codes applicable to the Project, including, without limitation, orders of any public authority having jurisdiction over the Project, building, labor, safety, licensing or environmental laws and local building codes, building standards and trade practices affecting the Project, as same may be amended from time to time.

4.25 *Memorandum of Changes*: The term "Memorandum of Changes" shall mean a written summary of the Construction Manager's recommended modifications to the Drawings and Specifications relating to the Project based on an evaluation of the Project requirements; on and off-site development; constructability requirements; and Project budget requirements; and a review of the design documents; and the Drawings and Specifications; and the Contract Documents.

4.26 *Notice to Proceed:* A written notice given by the Town to the Contractor fixing the date on which the provision of Work shall commence on the Project and may set forth the date of Substantial Completion and final completion of the Project.

4.27 *Permitting Authority:* means in its singular or plural forms, the Town of Highland Beach, Palm Beach County, State of Florida and/or any other governmental body or agency having jurisdiction over the Project.

4.28 *Pre-construction Phase Services*: The term "Pre-construction Phase Services" shall mean the services which the Construction Manager shall perform during the design phase of the Project including, but not limited to, constructability analysis, value engineering recommendations, cost estimates, due diligence, pre-qualification of Subcontractor and suppliers, conducting bid openings, preparation and submittal of GMP proposal to the Town.

4.29 *Project Team*: The term "Project Team" shall mean the Town, Construction Manager, Project Architect and its sub-consultants, plus other participants as authorized by the Town and other consultants, if any, hired by the Town to assist in completion of the Project.

4.30 *Schedule of Values*: The term "Schedule of Values" shall mean the schedule of values, setting forth the detailed cost breakdown, including labor, materials and taxes, of the GMP set forth in the applicable GMP Proposal, the sum of which shall not exceed the GMP.

4.31 *Scope of the Work*: The term "Scope of the Work" shall mean all services, labor, materials equipment, operations and construction management services that are indicated in, or reasonably inferable from the Contract Documents.

4.32 *Specifications*: The "Specifications" consist of any and all written requirements for materials, equipment, construction systems, standards and workmanship for the Work which are identified as the Specifications in the GMP Amendment, Contract Amendment(s), or Construction Change Directive(s) issued and executed in accordance with the Agreement.

#### 4.33 Subcontractor

4.33.1 A "Subcontractor" is a person or entity which has a direct contract with the Construction Manager to perform or supply a portion of the Work and the term includes such Subcontractor's authorized representatives. The Construction Manager shall obtain prior written approval of the Town prior to changing or modifying the Subcontractor and other professional consultants. Any such services performed by any Subcontractor shall be passed through to Town without additional charge by the Contractor. All such work shall be itemized on invoices from such Subcontractor, showing work performed and charges incurred. Notwithstanding anything in this Section or the Agreement to the contrary, for all additional costs incurred by subcontractors, and duly authorized by the Town in writing, the Contractor shall be entitled to include a fee at the same percentage negotiated in the GMP Amendment, its bond costs, and its insurance coverage to the Town.

4.33.2 The Construction Manager represents that it has made and will make reasonable investigation of all Subcontractor to be utilized in the performance of work under this Agreement to determine that they possess the skill, knowledge and experience necessary to enable them to perform the services required. Nothing in this Agreement shall relieve the Construction Manager of its prime and sole responsibility for the performance of the Work under this Agreement.

4.33.3 All rates, multipliers and any other fees charged by any Subcontractor shall be not more than those rates, multipliers and other fees in any contracts that any such Subcontractor may have either with the Town directly or as a Subcontractor under some other Town agreement or more than what is typically charged in the industry.

4.33.4 Construction Manager shall bind each and every approved Subcontractor to the terms stated in this Section and shall require the proper licensing of such Subcontractor.

4.33.5 If any of the services outlined in this Agreement are furnished by Construction Manager by obtaining the services of Subcontractor, Construction Manager shall provide Town with proposals and contracts between the Subcontractor and Construction Manager outlining the services to be performed and the charges for same, together with any other documentation required by Town.

4.34 *Substantial Completion*: The term "Substantial Completion" is as defined in the Contract Documents, as same may be amended. It is that stage in the progress of the Work when the Project is sufficiently complete in accordance with the Contract Documents, the Town can utilize the Project for its intended purpose.

4.35 *Substantial Completion Date*: The "Substantial Completion Date" shall mean the date which the A/E certifies to the Town by means of a certificate of Substantial Completion as the date when the Construction Manager has achieved substantial completion of the Project or any phase thereof in accordance with the Town's General Conditions of the Contract Documents and applicable laws and the Town of Highland Beach's Building Department issues a Temporary Certificate of Occupancy (TCO). Notwithstanding the preceding, if a situation arises beyond the control of the Contractor, and the issuance of a Certificate of Temporary Occupancy (TCO) is granted by the Building Department, then the Town may deem at its sole and reasonable discretion that the Project or any phase thereof has been Substantially Completed.

4.36 *Substitutions*: A Town-approved deviation from the brand or type of materials products or equipment is specified in the Construction Documents, as accomplished herein.

4.37 *Taxes*: The term "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

4.38 Work: The term "Work" means all supervision, labor materials and equipment required by the Contract Documents to be provided by or through the Construction Manager for the entire Project and all other services necessary to fulfill the Construction Manager's obligations hereunder to perform the Scope of the Work, including, as the context may require, any portion of the Work with respect to the Project. The uncapitalized term work is used in its ordinary sense.

4.39 *Worksite*: The precise Project locations as designated by the Town, where Work is to be done by Contractor or its Subcontractor under this Agreement, in accordance with the terms, conditions and specifications contained in the Contract Documents.

4.40 *Force Majeure*: "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal law, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the Town and the Construction Manager decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.



4.41 *Value Engineering*: Value Engineering is a project evaluation technique used during the design process that seeks to reduce costs and/or increase value by analyzing the functional requirements of a project's materials, methods, components and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available project funds.

4.42 *Final Completion:* Final Completion refers to that stage in the Project when all Work has been completed, the Town has taken beneficial occupancy, all punch lists have been completed, all as-built drawings, operations and maintenance manuals, warranties and other Project records have been delivered, all waivers and releases have been negotiated and executed, all consents of surety to final payment have been delivered, and all other requirements of this Agreement relating to Final Completion have been met, in accordance with the Contract Documents as certified by the Project Architect and the Town, so that Final Payment to the CM can be issued by the Town.

#### ARTICLE 5 – RELATIONSHIP OF TOWN AND CONSTRUCTION MANAGER

5.1. The Construction Manager accepts the relationship of trust and confidence established between it and the Town by this Agreement. The Construction Manager represents that it will furnish its best skill and judgment in performing the Contractor's services and the Work and shall always act to further the interest of the Town in the expeditious completion of the Project, at the lowest responsible cost to the Town, and in strict accordance with the Contract Documents and prudent and customary construction practices.

5.2. By signing this Agreement, the Construction Manager accepts a fiduciary duty with the Town and warrants and represents to the Town that the Construction Manager:

5.2.1. Has all licenses and certifications required by applicable law to perform the Contractor's services and the Work;

5.2.2. Is experienced in all aspects of preconstruction and construction planning for projects similar to the Project;

5.2.3. Will act in the Town's highest and best interest in performing the Contractor's services and the Work; and

5.2.4. That no employee or affiliate of the Construction Manager, including all Subcontractor, suppliers, at any tier, has been convicted of a public entity crime, fraud, theft, and/or property damage crime within the preceding thirty-six (36) months from the date of execution of this Agreement, pursuant to Section 287.133, Florida Statutes.

The Construction Manager acknowledges and agrees that the Town is relying on these representations and covenants as a material inducement to enter into this Agreement

#### **ARTICLE 6 – DUTIES AND RESPONSIBILITIES**

6.1 Contractor hereby agrees that it will exert every reasonable and diligent effort to ensure that all labor employed by Contractor, including that of its Subcontractor for Work on the Project,

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shall be in accordance with the Contract Documents and shall incorporate the requirements set forth by applicable rules, regulations, codes and statutes of Permitting Authority.

6.2 Contractor covenants to furnish its professional skill and judgment based on industry standards in furthering the interests of the Town. Contractor agrees to furnish efficient business administration and superintendence based upon industry standards to complete the Project in the most expeditious and economical manner consistent with the interests of the Town.

6.3 Contractor shall become thoroughly familiar with the evolving architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications. Contractor shall submit to the Town and Project Team such comments as may be appropriate concerning construction feasibility and practicality.

6.4 Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of local labor and materials, community relations and any other factors pertinent to saving time and cost.

6.5 Contractor shall take such measures as appropriate to provide that construction requirements will be covered in the separate subcontracts performed without duplication or overlap, sequenced to maintain completion of all Work on schedule.

6.6 Contractor shall supervise and direct the Work, using the highest quality established by industry standards. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless Contract Documents give other specific instructions concerning these matters.

6.7 Contractor shall be responsible to the Town for the acts and omissions of the Contractor's employees, Subcontractor and their agents and any employees and other persons performing portions of the Work under contract with the Contractor.

6.8 Contractor shall inspect all materials delivered to the site and shall reject any materials that do not conform to the Contract Documents.

6.9 Contractor shall employ sufficient, competent personnel who shall be in attendance at the Project site during the performance of the Work.

6.10 Contractor shall arrange for all Worksite facilities necessary to enable the Contractor, Subcontractor, and Project Manager to perform their respective duties in the management, conduct, inspection, and supervision of Work.

6.11 Contractor shall provide Project administrative functions including but not limited to the following:

6.11.1 Develop and implement a procedure for review, processing, and payment of invoices by Subcontractor for progress and final payments;

6.11.2 Determine when the Work or designated portions thereof are ready for the Substantial Completion inspection;

6.11.3 Monitor in order to provide notice to the Town that the Project is ready for final inspection, and secure and transmit to the Project Manager, all required guarantees, affidavits, releases, Bonds and waivers, manuals, record Drawings, and maintenance books as are applicable; and

6.11.4 Keep full and accurate records of all costs incurred and items billed in connection with the performance of the Work, which records shall be open to audit by the Town or its authorized representative during performance of the Work and until three (3) years after final payment.

6.12 Contractor shall be the single point of interface with all Subcontractor for the Town and all of its agents and representatives.

6.13 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

6.14 Contractor shall develop and maintain a program to ensure quality control of the Work. Contractor shall supervise the Work of all Subcontractor providing instructions to each when their Work does not conform to the requirements of the Contract Documents and shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The Town shall be the final judge of performance and acceptability.

6.15 Contractor shall perform the Work in accordance with the Contract Documents. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Town, it shall assume full responsibility for such Work, and shall bear the attributable costs.

6.16 All inspections shall be made for conformance with the applicable building codes, compliance with Drawings and specifications, and quality. Costs for any re-inspections of Work found defective and subsequently repaired shall be borne by the Contractor.

6.17 Contractor warrants and accepts that any and all repair work required at any phase of the Project, when caused by Contractor or Contractor's subcontractors, shall be deemed the responsibility of the Contractor at no additional cost to the Town.

6.17.1 The Contractor shall develop for the Town an approval process for Project specific procedures manual detailing the entire Project process, including at minimum the following:

- a) The RFQ and all corresponding forms and attachments;
- b) This Agreement;



c) The GMP Amendment and all corresponding forms and attachment;

d) All Contract Documents, which include, Project Specifications, Construction Managers Proposal, Qualifications, and Assumptions, Construction Managers Salary and Wake Schedule, Project Schedule; Onsite Management and Supervisory Schedule; and Schedule of Values;

e) Construction coordination, scheduling, communication and documentation procedures among the Contractor, the Architect/Engineer, Subcontractor(s), sub consultant(s), and other departments or organizations who require coordination with and/or input into the Work;

- f) Project reports (bi-weekly and final report);
- g) Requests for Information;
- h) Contract Amendment(s) process;
- i) Shop Drawing submittal/product data and samples; and
- j) Project closeout/commissioning.

Said procedures manual shall be presented no later than with first application for payment.

6.18 If the Town elects to "fast-track" or develop the Project in multiple phases, the Construction Manager shall organize and perform its services as appropriate for each phase. Each phase of the Project may have a unique schedule for completion and a specific GMP Proposal, at the Town's sole discretion.

6.19 The Contractor shall cooperate with the Project Architect and endeavor to further the interests of the Town and the Project. The Construction Manager shall furnish Pre-Construction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of the Town and in accordance with the Project Schedule.

#### ARTICLE 7 – INTENTIONALLY OMITTED

#### **ARTICLE 8 – PRE-CONSTRUCTION PHASE SERVICES**

The Construction Manager's Pre-Construction Phase services shall commence upon the date specified in a Notice to Proceed with Pre-Construction Phase Services issued by Town and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Construction Manager is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the Notice to Proceed. Pre-Construction Phase Services may overlap Construction Phase Services. The Construction Manager shall perform the following Pre-Construction Phase Services.

#### 8.1 General Coordination

8.1.1 The Construction Manager's Pre-Construction Phase Services team shall attend Project Team meetings with the Town, the Town's representatives, and the Project Architect at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to the Town's acceptance of the GMP and during completion of the Construction Documents.

8.1.2 Provide a preliminary evaluation of the Project's proposed Scope of Work cost components and the Town's adopted Construction Budget related thereto.

8.1.3 Review and understand the standards and requirements in Town's General Conditions of the Construction Contract and perform all services in accordance with those standards and requirements.

8.1.4 Visit the site and inspect the existing on-site and off-site conditions, as well as perform preliminary due diligence investigation with regards to existing utilities available for the Project.

8.1.5 Participate as a member of the Project Team in the development of the Project facilities program, if such program has not been developed prior to the effective date of this Agreement.

8.1.6 Provide recommendations and information to the Project Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of the Construction Manager and Town's separate Contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Project Schedule approved by the Town and the adopted Construction Budget.

8.1.7 Assist the Town, if needed, in selecting and directing the services of surveyors, soils engineers, existing facility surveys, testing and balancing, commissioning, environmental surveys or other special consultants to develop additional information for the design or construction of the Project.

8.1.8 At Town's request, attend public meetings and hearings concerning the development and progress of the Project.

#### 8.2 <u>Constructability Program</u>

8.2.1 Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities, in accordance with accepted industry practices.

8.2.2 Prepare a "Constructability Report" that identifies items that in the Construction Manager's opinion may impact either the construction cost or schedule of the Project. The Constructability Report shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies and lack of clarity that may generate

cost overruns or delays for the Project. The Constructability Report shall be updated by the Construction Manager at least monthly, or sooner if necessary, during the Pre-Construction Phase.

8.2.3 Provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by the Town and updated by the Construction Manager at least monthly, or sooner if necessary, during the Pre-Construction Phase.

#### 8.3 <u>Scheduling</u>

8.3.1 Develop a critical path method schedule (CPM Schedule) for Project Team review and the Town's approval, that coordinates and integrates activities on the Project, including the Construction Manager's services, the Project Architect's design services, commissioning, the work of other consultants and suppliers, and the Town's activities with the anticipated construction schedules for other Contractors. The CPM Schedule must identify all major milestones through Project Final Completion.

8.3.2 The Construction Manager shall update the CPM Schedule, as needed, throughout the Pre-Construction and Construction Phases of the Project.

8.3.3 The CPM Schedule shall include other detailed schedule activities as directed by the Town including, but not limited to, Town-managed work under separate contracts such as equipment, furniture and furnishings, project security, property protection, life-safety systems, information and computer technology systems.

#### 8.4 <u>Budget and Cost Reconciliation</u>

8.4.1 The Construction Manager is responsible for preparing and updating all procurement and construction cost estimates and distributing them to the Project Team throughout the duration of the Project.

8.4.2 Provide estimated construction cost reports at the required stages of completion of the schematic design, design development, and construction documents phases of the Project. The Construction Manager's reports for the design development and construction documents phases shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in current Construction Specifications Institute Division format for each portion of the Work.

8.4.3 Provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Advise the Project Team immediately if the Construction Manager has reason to believe that their most current estimate either exceeds the adopted Construction Budget or is not in line with the preliminary CPM Schedule requirements. If so, the Construction Manager shall prepare and submit to the Project Team reasonable strategies (solutions) for bringing the Project in line with the adopted Budget and proposed CPM Schedule.



#### 8.5 <u>Coordination of Design and Construction Contract Documents</u>

8.5.1 Review all Drawings, Specifications, and other Construction Documents as they are developed by the Project Architect during the schematic design, design development, and construction documents design phases of the Project.

8.5.2 Coordinate with the Project Team regarding the selection of materials, equipment, component systems, and types of construction to be used for the Project. Provide input and recommendations to the Project Team regarding proposed site layout, construction feasibility, availability of labor and materials, procurement time requirements, and construction sequencing.

8.5.3 Advise Town of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.

8.5.4 Advise Town regarding recommended adjustments to the Project scope, systems or other options for keeping the Project cost within the adopted Budget.

8.5.5 Review the Construction Documents for compliance with all applicable laws, rules and regulations and with Town requirements.

#### 8.6 <u>Construction Planning and Procurement Package Strategy</u>

8.6.1 Identify equipment or material requiring extended delivery times and advise Town on expedited procurement of those items. Advise Town and Project Architect on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Town, and subject to Town's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.

8.6.2 Make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the soliciting of offers and awarding of construction subcontracts in a manner that promotes the interests of the Project and the Town. These recommendations may include, but are not limited to, phased or staged construction or multiple separate contracts. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, MWBE and/or DBE Contractor participation, and other factors.

8.6.3 Review the Construction Documents with the Project Team to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractor or Town's separate Contractors.

8.6.4 Develop a procurement package strategy in coordination with the Project Team that addresses the entire scope of Work for each phase and stage of the Project. In developing the procurement package strategy, the Construction Manager shall clearly identify all procurement packages that the Construction Manager intends to self-perform for review and approval by the Town. The Construction Manager's procurement package strategy shall be reviewed with the Project Team on a regular basis and revised throughout the buyout of the Project in order to promote the best interests of the Project and the Town.

8.6.5 Refine, update and implement proposed MWBE and/or DBE subcontracting plans to promote diversity in the procurement of goods and services for the Project.

8.6.6 Advise Town of any tests to be performed and assist Town in selecting testing laboratories and consultants, if needed, without assuming direct responsibility for the work of such laboratories and consultants.

8.6.7 Construction Manager shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.

8.6.8 Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases. Make recommendations that minimize adverse effects of labor shortages.

8.6.9 Consult with and make recommendations to the Town on the acquisition schedule for fixtures, furniture and equipment, and coordinate with the Town as may be required to meet the Schedule.

#### 8.7 Bidding Phase

8.7.1 <u>Prequalification Plan</u> - The Contractor shall prepare and submit a Subcontractor's prequalification plan for review and approval by the Project Team. The Contractor shall submit their list of pre-approved Subcontractor for each element of the Work for review and approval by the Project Team. The Town reserves the right to reject any Subcontractor proposed by the Contractor for this Project.

8.7.2 Any claims, objections or disputes arising out of the prequalification plan or list are the sole responsibility of the Contractor. The Contractor shall hold harmless, indemnify, and defend the Town, its employees, agents, and representatives in any matter arising out of the prequalification plan and/or the Subcontractor list, except where the sole cause of the matter is a Town directed decision on this specific matter. 8.7.3 Scope of Work - The Contractor shall receive subcontract proposals which, when combined with the work the Contractor intends to do with its own forces, shall represent the entirety of the Scope of Work required of this Agreement.

8.7.4 Pre-Bid Conferences - The Contractor shall schedule and conduct pre-bid conferences for Subcontractor, vendors and suppliers interested in participating in this Project. The Contractor shall coordinate the scheduling of such pre-bid conferences with the Project Team members.

8.7.5 Subcontractor Bidding - The Contractor shall properly advertise and schedule in coordination with the Project Team the opening, review and award of sealed bids to qualified responsive and responsible Subcontractor. Said bids from Subcontractor shall be in writing and shall be opened and reviewed in conjunction with the Town's representative and the Project Architect.

#### **ARTICLE 9 – GUARANTTED MAXIMUM PRICE PROPOSAL**

9.1 When the Parties agree that the design of the Project is sufficiently developed and documented to allow detailed pricing of its construction, the Construction Manager shall prepare and submit a Guaranteed Maximum Price (GMP) Proposal to the Town. The GMP Proposal must remain valid for a period not-to-exceed ninety (90) days from submittal to the Town.

9.2 In developing the GMP Proposal, the Construction Manager shall coordinate efforts with the Project Architect to identify qualifications, clarifications, assumptions, exclusions, value engineering and any other factors relevant to establishment of a GMP. The Construction Manager shall review development of the GMP Proposal with the Town on an ongoing basis to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.

9.3 The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by the Construction Manager in developing the GMP and the monetary amounts attributable to them. The GMP Proposal shall include, without limitation, a breakdown of Construction Manager's proposed General Conditions and Cost of the Work organized by trade, contingency amounts, Construction Manager's Fee, as well as the proposed construction schedule (calendar days duration), including milestones for Substantial Completion and Final Completion.

9.4 In the event that the Construction Documents are not complete, the GMP Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion, except for material changes in scope.

9.5 Included with its GMP Proposal, Construction Manager shall provide two complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP. The bound supporting documents shall be referenced in and incorporated into the GMP Proposal.

9.6 The GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the Guaranteed Maximum Price. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and workmanship shall prevail over all other interpretations.

9.7 In submitting the GMP Proposal, the Construction Manager represents that it will provide every item, system or element of Work that is identified, shown or specified in the GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically excepted by the Town. Upon Town's acceptance of the GMP Proposal, the Construction Manager shall not be entitled to any increase in the Guaranteed Maximum Price due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the Construction Documents or the supporting documents used to establish the GMP.

9.8 The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Agreement and all attachments to this Agreement. Any proposed deviation from the terms and conditions of this Agreement must be clearly and conspicuously identified to the Town in writing and specifically accepted by the Town. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by the Town and the terms of this Agreement and its attachments, the terms of the Agreement and its attachments shall control.

9.9 Town may accept or reject the GMP Proposal or attempt to negotiate its terms with the Construction Manager. In the event that the GMP Proposal is not accepted by the Town, then the Town may pursue other options including, but not limited to, the following:

a) Reject the GMP Proposal and request that the Construction Manager and Project Architect work together to develop solutions, including value engineering recommendations and other cost saving measures, to reconcile the proposed cost of the Project with the adopted Budget and to submit for review and approval by the Town, along with a revised GMP Proposal; or,

b) Reject the GMP Proposal, terminate this Agreement with the Contractor and take possession of the plans, specifications and other documents related to this Project. Moreover, the Town reserves the right to proceed with whichever course of action it considers to be in its best interest including, but not limited to, having the Project bid (priced) out and awarded to another firm. If so, the Contractor shall be compensated only for that percentage of their Pre-Construction Services Fee fully performed through the date of termination.

9.10 Upon acceptance by the Town of the GMP Proposal in writing, both parties shall execute the GMP Proposal and the terms of the GMP Proposal, including the Guaranteed Maximum Price

and the supporting documents, shall become part of the Contract between the Town and the Construction Manager.

9.11 Following acceptance of the GMP Proposal by the Town, the Construction Manager shall continue to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions and value engineering issues identified in the GMP Proposal. During the Construction Documents stage, the Construction Manager and the Project Architect shall jointly deliver a monthly status report to the Town describing the progress on the incorporation of all qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the establishment of the GMP into the Construction Documents. The monthly status report shall also include an updated start-to-finish project schedule that encompasses the Project Architect's activities, the Contractor's activities, and the Town's commissioning and occupancy activities, short-term schedules, and production rates for key elements of the Project as determined by the Town.

9.12 The Parties may agree to convert the GMP to a lump sum contract amount at any time after the Construction Manager has received bids or proposals from trade Contractors or Subcontractor for the performance of all major elements of the Work. In preparing a lump sum conversion proposal, the General Contractor must provide the following information:

- a) The stage of completion of the Project;
- b) The trade packages that have been completely bought out;
- c) The trade packages remaining that have not been bought out;

d) A complete line item breakdown of the calculations used to establish a lump sum amount based on the GMP Schedule of Values;

e) An accounting of all savings amounts that are to be returned to the Town as part of the lump sum calculation; and

f) Any other Project information requested by the Town.

9.13 The Construction Manager shall document the actual Cost of the Work at buyout as compared to the Guaranteed Maximum Price Proposal and shall report this information to the Town monthly throughout the Construction Phase.

#### **ARTICLE 10 – CONSTRUCTION PHASE SERVICES**

The Construction Phase shall be deemed to commence upon the date specified in a signed Noticeto-Proceed issued by the Town after approval of the GMP Proposal and shall continue until Final Completion of all Work. The Pre-Construction Phase Services may overlap Construction Phase Services. The Construction Manager shall not incur any Subcontractor costs for construction of the Work prior to issuance by Town of written authorization to commence such Work. The Construction Manager shall perform the following Construction Phase Services.

10.1. Construction Obligations Generally

10.1.1. The Contractor shall designate and maintain at all times during the course of the Work a Project superintendent. Upon execution of this Agreement, Contractor shall notify the A/E in writing of the superintendent's name, address, and telephone number. Contractor's superintendent will be in charge of the operations of Contractor in the

performance of the Work, but only Contractor's Vice Presidents and/or President are authorized to bind Contractor and to accept any notice.

10.1.2. Contractor shall provide administrative, management and related services to coordinate, schedule, supervise, and inspect the activities and responsibilities of the Subcontractor with each other and with those of Contractor, Town and the A/E. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under Contractor. The Contractor shall transmit to the A/E requests for interpretations of the meaning and intent of the Contract Documents and assist in the resolution of questions that may arise consistent with the Contract Documents and utilizing information from the Subcontractor, Contractor shall coordinate the sequence of construction and assignment of space in areas where the Subcontractor are performing Work.

10.1.3. Contractor shall schedule and conduct a preconstruction meeting and weekly meetings at the Project Site to discuss such matters as procedures, progress, and scheduling. Unless otherwise directed by Town, Contractor shall prepare and promptly distribute minutes to Town, the A/E and, as necessary, Subcontractor.

10.1.4. S cheduling; Records

10.1.4.1. Utilizing the Project Schedule, Contractor shall periodically (but no less than monthly) update the Project Schedule, incorporating the activities of the Subcontractor on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project Schedule shall show portions of the Project having completion priority. Contractor shall update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule or significant milestones thereon may not be met, Contractor shall recommend corrective action to Town and the A/E. If such delay is the result of the fault or neglect of Contractor or any Subcontractor or supplier, Contractor shall implement such corrective action without additional cost to Town.

10.1.4.2. Contractor shall record the progress of the Project. The Contractor shall submit written progress reports to Town and A/E including information of each Subcontractor and each Subcontractor's Work, as well as the entire Project, showing percentages of completion. Contractor shall keep a daily log containing a record of weather, each Subcontractor's work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as Town may reasonably require.

10.1.5. Contractor shall construct the Project and perform all Work in a good and workmanlike manner and in strict accordance with the Contract Documents, using only new materials and skilled workmen. All material must be of the specified quality, and equal to the approved samples, if samples have been submitted. Contractor shall supervise and



direct the Work, using Contractor's best skill; attention and judgment without limitation, the failure to comply with the requirements of this subparagraph shall be a material breach of the Contract.

10.1.6. It shall be the duty of Contractor to call the A/E's attention to ambiguities, conflicts, errors or omissions in the Contract Documents of which Contractor knew or a similarly situated Contractor reasonably should have known and request instructions before proceeding with the Work. If Contractor fails to request such clarification and proceeds with construction where such an ambiguity, conflict, error or omission is present, Contractor shall do so at its own risk and shall receive no extra compensation if such construction does not comply with the intent of the A/E and must, therefore, be removed and replaced at the sole cost of Contractor, in other words, the Contractor's cost to remove and replace the noncompliance Work shall not be a reimbursable Cost of the Work.

10.1.7. Any Work not strictly conforming to the requirements of the Contract Documents shall be considered defective. All defective Work or material shall be removed from the premises by Contractor, whether in place or not, and shall be replaced with new and satisfactory Work or material, in such manner as Town may direct at its sole discretion, and at the sole cost and expense of Contractor, in other words, the Contractor's cost to remove and replace the defective Work shall not be a reimbursable Cost of the Work. All material and workmanship of whatever description shall be subject to the inspection of, and rejection by Town, if not in strict conformance with the Contract Documents or any portion thereof.

10.1.8. The use of the words "or equal" in the Specifications following the name of any manufacturer, vendor or proprietary product will mean that, in the opinion of the Town, articles or materials which are offered as a substitute are equal in quality and performance to the articles or materials specified. Contractor must submit requests for substitution to Town, and will not proceed with the installation or use any proposed substitution without written permission from the A/E.

10.1.9. On all questions concerning the acceptability of material, machinery and classifications of material, execution of the Work, conflicts of interest of Contractor performing of related Work, and the determination of costs, the decision of the A/E shall be final and binding upon all parties, if consistent with the Contract Documents.

10.1.10. Contractor shall immediately correct any defective or imperfect Work, which may be discovered by any Person before final payment under this Agreement. Such correction and/or replacement shall be performed without extra charge or time extension of the Project Schedule, notwithstanding that it may have been overlooked in previous inspections. The Town's inspection or failure to inspect the Work or any part thereof shall not relieve Contractor from any obligation to perform the Work as specified in the Contract Documents.

10.1.11. At least forty-eight (48) hours in advance of the start of construction, Contractor shall advise all residents and businesses in the immediate vicinity of the Project and/or that are potentially affected by the contemplated activity of the type of Work that is to be undertaken and its approximate duration. Contractor shall take all necessary steps to minimize the duration of any adverse effect.

10.1.12. In the event that the Work is likely to cause interruption of service to the surrounding residents, the Contractor shall request written approval from the Town's representative and shall notify the affected residents in writing of the pending interruption at least forty-eight (48) hours prior to the scheduled interruption. Contractor shall take all necessary steps to minimize the duration of any such interruption.

10.1.13. Access to adjacent properties, cross streets or use of streets scheduled for improvement must be reasonably maintained and fully re-established at the end of each workday.

10.1.14. Contractor shall maintain dust abatement activities for the duration of the Project, as may be required or necessary, including weekends and holidays, including, without limitation, through implementation of the following measures:

10.1.14.1. Contractor shall maintain adequate moisture levels in the surface materials to eliminate blowing dust from these materials; and

10.1.14.2. All haul trucks, whether involved in delivery or removal activities, shall be covered and/or tarped in order to avoid the loss of material from trucks while being transported due to winds or the movement of the truck.

10.1.15. Protection of Work and Cleaning Up. Contractor shall be responsible for the care of all Work until its completion and final acceptance, and Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work, or the same may be done by Town at Contractor's expense, and Contractor and its sureties shall be liable therefore. Contractor shall remove from the vicinity of the completed Work all plant equipment and materials belonging to Contractor or used under Contractor's direction during construction. Contractor shall clean up all waste or excess materials within the established work limits within the Project so as to make a neat and workmanlike finish to the entire Project, and in the event of Contractor's failure to remove said materials, the same may be removed by Town at the expense of Contractor, and Contractor and its sureties shall be liable therefore. All new concrete construction that becomes broken or shows evidence of cracks shall be completely replaced at Contractor's expense subject to the standards set forth in the Contract Documents. Under no circumstances will patch Work be performed to repair new concrete Work.

10.2. <u>Protection of Persons and Property Other Than the Work</u>. Contractor shall protect against injury to any public or private property encountered in the Work. All obstructions to traffic shall be guarded by barriers and illuminated at night. Contractor shall not trespass upon private property. Access to private property shall be by written permission of the property owner, as may be obtained by Contractor. Under all circumstances Contractor must comply with the laws and regulations relative to the safety of Persons and property and the interruption of traffic, as well as the convenience of the public. Contractor will be held responsible for and required to make good at its own expense, all damage to Persons and property caused by carelessness or neglect on the

part of Contractor or Subcontractor, or the agent or employees of either, during the progress of the Work and until its final acceptance. Prior to the commencement of construction, Contractor shall contact adjacent property Towns to the property on which Work will be located and which have structures such as fences, buildings, etc., adjacent to the proposed construction, and note with Town, any existing damage. Further damage caused by Contractor or a Subcontractor, or employee or agent of either, shall be repaired to the satisfaction of Town, at the sole cost of Contractor, in other words, the Contractor's cost to repair damage shall not be a reimbursable Cost of the Work. Notwithstanding anything in this Section or the Agreement to the contrary, Town shall be responsible for providing access to adjacent properties, and Contractor agrees to assist Town with coordination with adjacent property owners.

#### 10.3. Subcontractors

10.3.1. Those portions of the Work that Contractor does not customarily perform with Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with Contractor. At the request of Town, Contractor shall deliver copies of all executed subcontracts to Town. Town's review of any and all subcontracts is for the sole benefit of Town. Town's failure to object to any provision in any subcontract shall not be construed as Town's acceptance of such provision.

10.3.2. All subcontracts must be in writing and will provide that all Work to be performed hereunder will be performed in strict accordance with the terms of the Contract.

10.3.3. The Contractor shall make available to each proposed Subcontractor, prior to the execution of a subcontract, copies of the Contract Documents to which the Subcontractor will be bound to.

10.3.4. Subcontractor must submit experience, bonding capability and financial condition to Contractor. The Subcontractor experience, bonding capability and financial condition must demonstrate that adequate assets and equipment are available to properly perform the subcontract.

10.3.5. Subcontractor's exclusive remedy for delays in the performance of the Agreement caused by Force Majeure events or by delays claimed to be caused by the Town, or attributable to the Town, or on claims based on breach of contract or negligence, shall be an extension of its subcontract time.

10.3.6. Contractor shall be responsible to the Town for the acts and omissions of its employees, agents and Subcontractor, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

10.3.7. The subcontracting of any or all of the Work for this Project will not relieve the Contractor of any part of its responsibility under the Contract. In case the terms of the subcontract are unsatisfactory, in the reasonable opinion of Town, or in case the Work being done under any subcontract is not conducted in strict accordance with the Contract Documents, Contractor shall, upon written notice to this effect, cause such Work to be

corrected. Any loss or damage that may be suffered on account of such action shall be borne solely by Contractor, in other words, the Contractor's loss or damage shall not be a reimbursable Cost of the Work.

#### 10.4. Construction Supervision and Administration Site Logistics

10.4.1. The CM will develop a plan for site logistics, including plans for ingress and egress, street right-of-way encroachments (including lane and sidewalk closures), signage, storage of materials and equipment, site offices, temporary utilities, staging, hoists and cranes, waste disposal, security, and any other logistical issues that could affect performance of the Work to be provided by the CM.

10.4.2. Contractor shall schedule and conduct meetings at regular intervals, but no less frequently that once per week (or such other period as the Parties may agree), during which the Town, Project Architect, Contractor and appropriate Subcontractor can discuss the status of the Work. Contractor shall prepare and promptly distribute meeting minutes, which shall be subject to the review and approval of Town.

10.4.3. Contractor shall provide monthly written reports to Town and the A/E on the progress of the entire Work. Contractor shall maintain a daily log containing a record of weather, Subcontractor working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as Town may reasonably require. The log shall be available to Town and the A/E upon request.

10.4.4. Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Contractor shall identify variances between actual and estimated costs and report the variances to Town and A/E at regular intervals, but not less than on a monthly basis, which report shall be submitted with each Application for Payment.

10.5. Safety

10.5.1. Without limitation, the Occupational Safety and Health Act (OSHA) Standard for Construction (Title 29, Code of Federal Regulations, Part 1926 as amended) and the Town's Safety Regulations contained in the General Conditions of the Construction Contract are both applicable and enforceable under this Agreement.

10.5.2. In accordance with applicable federal, state, and local law, the entry of confined spaces shall not be allowed until the air quality of these spaces has been tested and found to be of sufficient quality to support human life. Testing of these spaces will be undertaken by an employee or consultant of the Contractor, trained in the use of air quality testing equipment.

10.5.3. Prior to the commencement of construction activities on this Project, the Contractor shall submit an Accident Prevention Plan to the Project Team for review and approval. This Plan shall address all phases of construction to be undertaken for this Project, as agreed to by the parties. The Plan shall also address measures to control hazards associated with materials (MSDS), equipment, and safety inspections.

10.5.4. In the event the Contractor encounters an unforeseen hazardous material or condition, or any substance reasonably believed to be a hazardous material at the Project site, the Contractor shall immediately notify the Town and A/E in writing. The Work in the affected area will not resume except by written approval and agreement of the Town and Contractor, once the condition has been adequately assessed and properly mitigated. As a result of any delay caused by such an unforeseen condition, the Contractor shall be entitled to make a claim for a time extension in the Project schedule, provided it has otherwise fulfilled its obligations under this Agreement.

10.5.5. Contractor will provide the name of a designated safety staff member for coordination during the life of the Project.

#### 10.6. <u>Roads</u>

10.6.1. Contractor may not close all or any part of a street or road without the prior written approval of the Town. Streets and roads subject to interference during the execution of the Work shall be kept open by the Contractor until the Work is completed, unless otherwise approved in writing by Town. The Contractor shall submit their proposed Maintenance of Traffic (MOT) plan for review and approval to the A/E and Town's representative.

#### 10.7. Utilities

10.7.1. Contractor is solely responsible for investigating and notifying all utility companies, all pipe line operators or other utility parties affected by the Work on this Project, and shall make all reasonable efforts to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable. Contractor shall be solely responsible for the notification of and coordination of Work with the applicable utility company to avoid any delays with the Project Schedule. If any portion of the Work is to be performed adjacent to or across utility lines, Contractor must verify the locations in the field and take the necessary precautions before proceeding to work close to or across any existing underground utility line.

10.7.2. It shall be the Contractor's sole responsibility to notify the applicable utility companies at least seventy-two (72) hours prior to the start of construction and to coordinate its work with the utility company. Any damage caused by Contractor or their sub-contractors to existing utilities shall be repaired at Contractor's expense and the Town will not be responsible for any direct or indirect damage to utilities.

10.7.3. In the event that the Contractor has fulfilled its obligations under this Agreement, any delays to the Project caused by utility companies may entitle the Contractor to make a request for time extension.

#### 10.8. <u>Relation to Other Work</u>

10.8.1. The Town reserves the right to award separate contracts in connection with any other work or operations on the Project site. If the Contractor believes that delays or additional costs to the Project result from the Town's actions, then the Contractor may make such claim as provided in this Agreement.

10.8.2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor hired by the Town, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Town and Project Architect as to the apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and timely completion.

10.9. <u>Environmental Mitigation Measures</u>: The project may include environmental mitigation measures. The Contractor shall be responsible for ensuring strict and complete compliance by its subcontractors, material men and employees with the applicable plan requirements and conditions established by the appropriate regulatory agencies.

10.10. <u>Professional Services</u>: The Contractor is generally not required to provide professional services which constitute the practice of architecture or engineering for design of the Project, unless such services are specifically required by the Contract Documents for a portion of the Work or unless Contractor has specifically agreed to provide such services. If so, the Contractor shall ensure that such services are performed by appropriately licensed professionals.

10.11. Changes in the Work

10.11.1. Generally.

10.11.1.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this paragraph and elsewhere in the Contract Documents.

10.11.1.2. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

#### 10.11.2. Change Orders.

10.11.2.1 A Change Order is a written instrument prepared by Town and signed by Town and Contractor, stating their agreement upon all of the following:

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(i) the change(s) in the Work;

(ii) the amount of the adjustment, if any, in the Guaranteed Maximum Price; and

(iii) the extent of the adjustment, if any, in the Date of Substantial Completion.

10.11.3. Construction Change Directives.

10.11.3.1 A Construction Change Directive is a written order prepared by Town directing a change in the Work prior to agreement on adjustment, if any, in the Guaranteed Maximum Price or Date of Substantial Completion, or both. Town may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Guaranteed Maximum Price and Date of Substantial Completion being adjusted accordingly.

10.11.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

10.11.3.3. If the Construction Change Directive provides for an adjustment the Guaranteed Maximum Price, the adjustment shall be based on one of the following methods:

 (i) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; or
 (ii) unit prices reflected in the Guaranteed Maximum Price package or subsequently agreed upon.

10.11.3.4. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the A/E and Town of Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Guaranteed Maximum Price or Date of Substantial Completion.

10.11.3.5. A Construction Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in the Guaranteed Maximum Price and Date of Substantial Completion or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

10.11.3.6. If Contractor does not respond promptly or disagrees with the method for adjustment in the Guaranteed Maximum Price, the method and the adjustment shall be determined by the A/E on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase or decrease in the Guaranteed Maximum Price, a reasonable allowance for overhead and profit, not to exceed the percentage equal to the original

Contractor's Fee. In such case, Contractor shall keep and present, in such form as Town may reasonably prescribe, an itemized accounting together with appropriate supporting data.

10.11.3.7. The amount of credit to be allowed by Contractor to the Town for a deletion or change that results in a net decrease in the Guaranteed Maximum Price shall be actual net cost as agreed to by Town and Contractor, or in the absence of such agreement as confirmed by the A/E in the same manner as set forth herein. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

10.11.3.8. Pending final determination of the total cost of a Construction Change Directive to the Town, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by an Extra Work Order indicating the Parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the A/E will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Guaranteed Maximum Price on the same basis as an Extra Work Order, subject to the right of either party to disagree and assert a claim therefore; provided that no such disagreement or claim shall delay the progress of the Work.

10.11.3.9. When the Town and the Contractor agree with the determination made by the A/E concerning the adjustments in the Guaranteed Maximum Price and Date of Substantial Completion, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

10.11.4. *Minor Changes in the Work*: The Town has the authority to order minor changes in the Work not involving adjustment in the Guaranteed Maximum Price or extension of the Date of Substantial Completion and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on Town and the Contractor. The Contractor shall carry out such written orders promptly.

10.12. <u>As-Builts</u>: In consultation with the A/E, the Contractor shall be responsible for the preparation and furnishing of As-Built Drawings. Contractor shall obtain one set of Plans from the A/E and shall periodically, but no less than once per month, record, in red colored pencil, all cases where actual field construction differs from Work shown on Plans. Utilizing the set of Plans that have been marked-up by Contractor to represent field conditions, prepare a set of reproducible record drawings showing those changes made during the construction progress. Record drawing information will be based on marked-up prints, Plans, and other data furnished.

#### 10.13. Liquidated Damages

10.13.1 If Contractor neglects, fails or refuse to complete the Work on or before the date of Substantial Completion, or any proper time extension thereof granted by the Town,

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then the Contractor as part of consideration for the Town's award of this Contract, agrees to pay the Town an amount of Five Hundred Dollars **(\$500)** per day, not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day beyond the stipulated date of Substantial Completion that the Project is not Substantially Complete. The aforementioned daily amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Town due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would sustain due to such a delay, and therefore said amount is agreed to be the amount of damages which Town would sustain and shall be deducted by the Town from any remaining funds due to the Contractor.

10.13.3. It is further agreed that time is of the essence of each and every portion of this Contract wherein a definite and certain length of time if fixed for the performance of any act whatsoever. Further, where Contractor is allowed an additional time for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.

10.13.4. Contractor shall not be charged with liquidated damages when the delay in Substantial Completion of the Work is due to the following causes ("Excusable Delays"), if such causes were unforeseen and beyond the control and without the fault or negligence of Contractor, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whom they are liable: acts of God or of the public enemy, acts of another Contractor in the performance of a contract with Town (provided Contractor has fulfilled its obligations), fires, floods, epidemics, quarantine restrictions, strikes, and Without limitation as to the causes of delay excluded from freight embargos. Excusable Delays, such an unforeseeable cause shall not include shortage of labor (other than due to strikes), delays in delivery of materials, equipment, or specially fabricated items. To be entitled to the relief from Excusable Delays, Contractor shall, within ten (10) days from the beginning of such delay, notify Town, in writing, of the cause of such delay. The Project Manager shall ascertain the facts and extent of the delay and shall notify Contractor within a reasonable time as to his or her determination of the cause of the delay, whether it is excusable under this clause, and the extension in the time for performance of the Work, if any, that will be granted. Such determination made in good faith shall be binding on the Parties. Except as specifically provided in this Agreement, in the case of an Excusable Delay, Contractor shall not be entitled to additional compensation, but shall, as its sole remedy, be entitled to an extension of the time in which to perform the Work. The failure of Contractor to provide the notice specified herein shall constitute a waiver of and bar to any claim for delay, except as specified in this Agreement.

#### **ARTICLE 11 – INSPECTION**

11.1. <u>NOTIFICATION</u>: IT IS THE RESPONSIBILITY OF Contractor TO CONSTRUCT THE WORK IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS, APPLICABLE BUILDING CODES, ORDINANCES, REGULATIONS, STATUTES AND OTHER LAWS. IT SHALL BE THE RESPONSIBILITY OF THE Contractor TO NOTIFY THE Town AT LEAST FORTY- EIGHT (48) HOURS BEFORE COVERING WORK WHICH Town IS ENTITLED TO INSPECT PURSUANT TO THIS ARTICLE. IN NO EVENT SHALL ANY INSPECTION

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## OR FAILURE TO INSPECT BY THE Town RELIEVE THE Contractor OF THIS RESPONSIBILITY TO CONSTRUCT THE WORK IN SUCH ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

11.2. <u>Generally</u>: Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, Contractor shall coordinate such tests, inspections and approvals with an independent testing laboratory, or with the appropriate public authority contracted by Town, and Town shall bear all related costs of tests, inspections and approvals. The Contractor shall give the A/E timely notice of when and where tests and inspections are to be made so that the A/E may be present for such procedures.

11.3. <u>Additional Testing</u>: If the A/E, Town or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Paragraph 11.2, the A/E will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity reasonably acceptable to Town, and the Contractor shall give timely notice to the A/E of when and where tests and inspections are to be made so that the A/E may be present for such procedures. Such costs, except as provided in Paragraph 11.4, shall be at Town expense.

11.4. <u>Costs of Retesting</u>: If such procedures for testing, inspection or approval under Paragraphs 11.2 and 11.3 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the A/E's services and expenses shall be at the Contractor's expense, in other words, the Contractor's expense shall not be a reimbursable Cost of the Work.

11.5. <u>Certificates</u>: Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the A/E and the A/E.

11.6. <u>No Delay of Project</u>: Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

11.7. <u>Quality</u> Assurance: Contractor shall implement and observe a program of quality assurance as set forth in the Contract Documents or as otherwise reasonably directed by the A/E.

11.8. Information and Services

11.8.1 Upon Contractor's request, Town will provide information in a timely manner regarding the requirements of the Project, including a program which sets forth the Town's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

11.8.2 The Town will establish and update an overall budget for the Project, based on consultation with Contractor and A/E, which will include contingencies for changes in the

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Work and other costs, which are the responsibility of the Town.

11.9 <u>Town's Representative</u>: The designated Town's Representative will be considered the administrator of this Contract on behalf of the Town, and will be the evaluator of the Contractor's performance of their services under this Agreement. All references to the A/E in these documents shall include the A/E and the Town's representative. The A/E, or properly authorized agents, will:

11.9.1 Manage the Project on behalf of Town;

11.9.2 Calculate and determine the quantity of the Work performed; and

11.9.3 Inspect all Work for acceptance or rejection. The A/E has full authority to reject or condemn any Work, which does not conform to the terms and conditions of the Contract Documents.

#### ARTICLE 12 – INTENT OF AGREEMENT

12.1 The execution of this Agreement is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Project, the Worksite, the specific conditions under which the Services are to be performed, and all matters which may in any way affect the Work or its performance. The Contractor further represents that, as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

12.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. The Contract Documents are complimentary, and what is required by any one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonable inferable from them as being necessary to produce the intended results.

12.3 In the event of conflicting provisions in the specifications or the Drawings, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; and the more expensive item will take precedence over the less expensive. On all Drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk.

12.4 Organization of the specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractor or in establishing the extent of Work to be performed by any trade.

12.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### ARTICLE 13 – TERM OF AGREEMENT

13.1 Subject to authorized adjustments, the Term of Agreement shall be for the agreed upon time by the parties following the Town's issuance of its Notice to Proceed to Contractor, which shall constitute the guaranteed time upon which Contractor is to complete the Project in accordance with the terms, conditions and specifications contained in this Agreement, unless terminated earlier by the Town.

13.2 Contractor agrees that the Work shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Time Schedule. Failure to achieve timely final Project completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of the Project by the Contractor and the Town's acceptance of the Project.

13.3 Minor adjustments to the time for performance which are approved in writing by the Town in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the Time Schedule for completion of Work will be modified accordingly.

13.4 When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Work or any portion thereof, the Town may request that the Contractor, within a reasonable time frame set forth in the Town's request, provide adequate assurances to the Town in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the Town the requested assurances within the prescribed time frame, the Town may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

13.5 Contractor shall be required to show just cause for delays or for additional time requests. Failure to comply with this subparagraph shall be sufficient grounds for the Town to find the Contractor in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Contractor until an updated Time Schedule, acceptable to the Town, is obtained. Such failure shall not be cause for additional time.

13.6 In the event the Term of Agreement date is extended, regardless of whether delay is caused by any act or neglect of the Town or Force-Majeure Event, or is attributable to the Town, the Contractor's sole and exclusive remedy is an equal extension of time.

13.7 Notwithstanding the provisions of this Article, this Agreement may be terminated by the Town at any time, with or without cause, at its sole discretion.

#### **ARTICLE 14 – CONTRACTOR RESPONSIBILITIES**

14.1 Contractor shall confine operations at the Worksite to areas permitted by law, ordinances, permits and Contract Documents, and shall not unreasonably encumber the Worksite with personnel, materials or equipment.

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14.2 Contractor shall keep the Worksite premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. At completion, the Contractor shall remove from the Worksite all waste materials, debris, rubbish, tools, equipment, machinery and surplus materials. Failure to clean Worksite as provided herein may cause the Town to do so, and the cost thereof shall be charged to the Project Amount.

#### ARTICLE 15 - TOWN'S RESPONSIBILITY

15.1 The Town shall provide information regarding its requirements for the Project, with reasonable promptness to avoid delay in the orderly progress of the Work.

15.2 The Town shall designate a Project Manager who shall be fully acquainted with the Project and shall define the lines of Town authority to approve Change Orders and render decisions promptly and furnish information expeditiously.

15.3 The Town, unless otherwise agreed, shall furnish the site of the Project, all surveys describing the physical characteristics, soil reports, subsurface investigations, legal limitations, known utility locations, covenants, deed restrictions and a legal description if required for the Project.

15.4 If the Town becomes aware of any fault or defect in a phase of the Project or nonconformance with the Drawings and specifications, the Town shall give prompt written notice thereof to the Contractor.

15.5 The Project Manager shall communicate with Subcontractor or suppliers only through the Contractor, while such method of communication is effective in maintaining the Project's Time Schedule and quality standards.

15.6 The Town expects the Contractor to recognize, coordinate and comply with the Permitting Authorities.

15.7 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the requirements of the Contract Documents, Florida Building Code, and State of Florida, Palm Beach County and Town codes, rules and regulations, then the Town Manager, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the Town to stop Work on the Project shall not give rise to a duty on the part of the Town, to the benefit of the Contractor, Subcontractor, or any other person or entity.

#### **ARTICLE 16 – INDEPENDENT CONTRACTOR**

16.1 Contractor has been procured and is being engaged by the Town as an independent Contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the Town, nor any rights generally afforded classified or unclassified employees of the Town. Contractor further understands that Florida workers' compensation benefits available to employees of the

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Town, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance, as required by Florida law, for any employee or agent of Contractor rendering Work to the Town under this Agreement.

#### **ARTICLE 17 – CHANGES IN THE WORK**

17.1 The Town, without invalidating this Agreement, may order changes in the work within the general scope of this Agreement consisting of additions, deletions or other revisions. The Project Amount and the Substantial Completion date may be adjusted accordingly upon executed amendments. All other minor changes in the Project shall be authorized by Change Order, subject to any limitations in the Contract Documents.

17.2 Changes in the Project shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. Before any Work is begun on any Change Order, a written authorization from the Town must be issued and then forward the same to the Architect-Engineer for its review

#### **ARTICLE 18 - ENVIRONMENTAL AND SAFETY REQUIREMENTS**

18.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

18.2 Contractor shall provide a safety program for the Project to meet U.S. Department of Labor Occupational Safety and Health Administration (OSHA) requirements and monitor Subcontractor for compliance in the performance of Work in accordance with the best acceptable safety practice.

18.3 Contractor shall schedule the services of independent testing laboratories required by Permitting Authorities to provide the necessary testing of materials to ensure conformance with environmental regulations.

18.4 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

18.4.1 Workers on the Project and all other persons who may be affected thereby;

18.4.2 Materials and equipment to be incorporated in the Project, whether in storage on or off the Worksite, under care, custody or control of the Contractor or Subcontractor;

18.4.3Other public or private property at the Worksite and adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

18.4.4All alcoholic beverages, smoking and drugs shall be prohibited from the Project Worksite.

18.5 All workers on the Project site shall wear appropriate and uniform-like attire and shall have visible identification as being employees of the Contractor or Subcontractor.

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18.6 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, their protection from damage, injury or loss in accordance with the Safety and Health Regulations for Construction, 29 C.F.R. § 1926.

18.7 The Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of adjacent sites and utilities.

18.8 When the removal of asbestos, PCB's, petroleum, radioactive material or any other toxic or hazardous material, in whatever form or states, is necessary for the execution of the Work, the Contractor shall immediately notify the Town and exercise the utmost care to carry on such activities by and under the supervision of properly qualified personnel. Contractor covenants that any such removal must be performed by a Florida licensed toxic or hazardous materials abatement Contractor in accordance with all applicable federal, state, and local rules and regulations.

18.9 Contractor shall promptly remedy any damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Town or anyone directly or indirectly employed by either of them and whose acts are not attributable to the fault or negligence of the Contractor. Notwithstanding anything in this Section or the Agreement to the contrary, Contractor's obligations under this Section shall not apply to damage and loss to property caused by Town or Town's separate contractor.

18.10 Contractor shall designate a responsible person at the Worksite whose duty shall be prevention of accidents or injury to property or person.

18.11 Contractor shall not load or permit any part of the Worksite to be so loaded or congested, so as to endanger the site, any property, or deteriorate safety conditions.

18.12 Contractor shall promptly report to the Town and all accidents arising out of or in connection with the Work.

#### **ARTICLE 19 – TESTS AND INSPECTIONS**

19.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Town, or with the appropriate Permitting Authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Project Manager timely notice of when and where tests and inspections are to be made so as to allow him the opportunity to observe such procedures, if needed. The Contractor shall support and cooperate with all tests and inspections.

19.2 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

19.3 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Town.

19.4 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

19.5 It is understood and agreed by the Contractor that the Highland Beach Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the Town. For the purposes of this Project, the Building Department is not a surrogate of the Town. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the Town. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all work necessitated by inspections which is not prescribed in the plans, specifications or Drawings, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the Town.

#### **ARTICLE 20 – CORRECTION OF WORK**

20.1 The Contractor shall promptly correct Work rejected by the Town or Permitting Authorities or failing to conform to the requirements of the Contract Documents, whether observed before or after the completion of the Project. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections.

20.2 If, within one (1) year after the date of completion of the Project, or after the date for commencement of warranties and guarantees established under by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Town to do so unless the Town has previously given the Contractor a written acceptance of such condition.

20.3 Contractor shall remove from the Worksite and then correct any portions of the Work which are not in accordance with the requirements of the Contract Documents.

20.4 Contractor shall bear the cost of correcting destroyed or damaged portions of the Project, whether completed or partially completed, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

20.5 If the Town prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Town may do so instead of requiring its removal and correction, in which



case the PROJECT AMOUNT will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

#### **ARTICLE 21 - CONFLICTS OF INTEREST**

21.1 Contractor represents and warrants to the Town that it has not employed or retained any person or company employed by the Town to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

21.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the Town in connection with this Agreement has any personal financial interest, directly or indirectly, with Contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the Town. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 22 - TERMINATION OF AGREEMENT AND DEFAULT**

22.1 <u>Termination for Convenience</u>: In addition to other rights the Town may have at law and pursuant to the Contract Documents with respect to cancellation and termination of the Contract, the Town may, in its sole discretion, terminate for the Town's convenience the performance of Work under this Contract, in whole or in part, at any time upon written notice to the Contractor. The Town shall effectuate such Termination for Convenience by delivering to the Contractor a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from the Town required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the Town with or without cause.

Upon receipt of such Notice of Termination for Convenience from the Town, and except as otherwise directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

22.1.1 Stop the Work specified as terminated in the Notice of Termination for Convenience;

22.1.2 Promptly notify all Subcontractors of such termination, cancel all contracts and purchase orders to the extent they relate to the Work terminated to the fullest extent possible and take such other actions as are necessary to minimize demobilization and termination costs for such cancellations;

22.1.3 Immediately deliver to the Town all Project records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all warranties and guaranties for Work, equipment or materials already installed or purchased;

22.1.4 If specifically directed by the Town in writing, assign to the Town all right, title



and interest of Contractor under any contract, subcontract and/or purchase order, in which case the Town shall have the right and obligation to settle or to pay any outstanding claims arising from said contracts, subcontracts or purchase orders;

22.1.5 Place no further subcontracts or purchase orders for materials, services, or facilities, except as necessary to complete the portion of the Work not terminated (if any) under the Notice of Termination for Convenience;

22.1.6 As directed by the Town, transfer title and deliver to the Town (1) the fabricated and nonfabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and (2) the completed or partially completed Project records that, if this Contract had been completed, would be required to be furnished to the Town;

22.1.7 Settle all outstanding liabilities and termination settlement proposals from the termination of any subcontracts or purchase orders, with the prior approval or ratification to the extent required by the Town (if any);

22.1.8 Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the Project Site, including life safety and any property related to this Contract that is in the Contractor's possession and in which the Town has or may acquire an interest; and

22.1.9 Complete performance of the Work not terminated (if any).

Upon issuance of such Notice of Termination for Convenience, the Contractor shall only be entitled to payment for the Work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the Work satisfactorily performed shall be determined by the Town in good faith, in accordance with the percent completion of the Work, less all amounts previously paid to the Contractor in approved Applications for Payment, the reasonable costs of demobilization and reasonable costs, if any, for canceling contracts and purchase orders with Subcontractors to the extent such costs are not reasonably avoidable by the Contractor.

The Contractor shall submit, for the Town's review and consideration, a final termination payment proposal with substantiating documentation, including an updated Schedule of Values, within 30 days of the effective date of termination, unless extended in writing by the Town upon request. Such termination amount shall be mutually agreed upon by the Town and the Contractor and absent such agreement, the Town shall, no less than fifteen (15) days prior to making final payment, provide the Contractor with written notice of the amount the Town intends to pay to the Contractor. Such final payment so made to the Contractor shall be in full and final settlement for Work performed under this Contract, except to the extent the Contractor disputes such amount in a written notice delivered to and received by the Town prior to the Town's tendering such final payment.

22.2 <u>Event of Default</u>: The following shall each be considered an item of Default. If, after delivery of written notice from the Town to Contractor specifying such Default, the Contractor fails to promptly commence and thereafter complete the curing of such Default within a reasonable period of time, not to exceed twenty-one (21) days, after the delivery of such Notice of Default, it shall be deemed an Event of Default, which constitutes sufficient grounds for the Town to terminate Contractor for cause:



22.2.1 Failing to perform any portion of the Work in a manner consistent with the requirements of the Contract Documents or within the time required therein; or failing to use the Subcontractors, entities and personnel as identified and to the degree specified, in the Contract Documents, subject to substitutions approved by the Town in accordance with this Contract and the other Contract Documents;

22.2.2 Failing, for reasons other than an Excusable Delay, to begin the Work required promptly following the issuance of a Notice to Proceed;

22.2.3 Failing to perform the Work with sufficient manpower, workmen and equipment or with sufficient materials, with the effect of delaying the prosecution of the Work in accordance with the Project Schedule and/or delaying completion of any of the Project within the specified time;

22.2.4 Failing, for reasons other than an Excusable Delay, to timely complete the Project within the specified time;

22.2.5 Failing and/or refusing to remove, repair and/or replace any portion of the Work as may be rejected as defective or nonconforming with the terms and conditions of the Contract Documents;

22.2.6 Discontinuing the prosecution of the Work, except in the event of: 1) the issuance of a stop-work order by the Town; or 2) the inability of the Contractor to prosecute the Work because of an event giving rise to an Excusable Delay as set forth in this Contract for which Contractor has provided written notice of same in accordance with the Contract Documents;

22.2.7 Failing to provide sufficient evidence upon request that, in the Town's sole opinion, demonstrates the Contractor's financial ability to complete the Project;

22.2.8 An indictment is issued against the Contractor;

22.2.9 Failing to make payments to for materials or labor in accordance with the respective agreements;

22.2.10 Failing to provide the Town with a Recovery Schedule in accordance with the Contract Documents;

22.2.11 Persistently disregarding laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

22.2.12 Fraud, misrepresentation or material misstatement by Contractor in the course of obtaining this Contract; and

22.2.13Failing to comply in any material respect with any of the terms of this Contract or the Contract Documents.

In no event shall the time period for curing a Default constitute an extension of the time for achieving Substantial Completion or a waiver of any of the Town's rights or remedies hereunder for a Default which is not cured as aforesaid.

22.3 <u>Termination of Contract for Cause</u>: The Town may terminate the Contractor for cause upon the occurrence of an Event of Default as defined herein, or for any other breach of the Contract or other Contract Documents by the Contractor that the Town, in its sole opinion, deems substantial and material, following written notice to the Contractor and the failure to timely and properly cure to the satisfaction of the Town in the time period set forth herein, or as otherwise specified in the Notice of Default.

Upon the occurrence of an Event of Default, and without any prejudice to any other rights or remedies of the Town, whether provided by this Contract, the other Contract Documents or as otherwise provided at law or in equity, the Town may issue a Notice of Termination for Cause to Contractor, copied to the Surety, rendering termination effective immediately, and may take any of the following actions, subject to any prior rights of the Surety:

22.3.1 Take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor;

22.3.2 Accept assignments of subcontracts;

22.3.3 Direct Contractor to transfer title and deliver to the Town (1) the fabricated and non-fabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and (2) the completed or partially completed Project records that, if this Contract had been completed, would be required to be furnished to the Town; and

22.3.4 Finish the Work by whatever reasonable method the Town may deem expedient.

Upon the issuance of a Notice of Termination for Cause, the Contractor shall:

22.3.5 Immediately deliver to the Town all Project records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished or partially completed documents, and any and all warranties and guaranties for Work, equipment or materials already installed or purchased;

22.3.6 If specifically directed by the Town in writing, assign to the Town all right, title and interest of Contractor under any contract, subcontract and/or purchase order, in which case the Town shall have the right and obligation to settle or to pay any outstanding claims arising from said contracts, subcontracts or purchase orders;

22.3.7 As directed by the Town, transfer title and deliver to the Town (1) the fabricated and nonfabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and

22.3.8 Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the Project Site, including life safety and property related



to this Contract that is in the Contractor's possession and in which the Town has or may acquire an interest.

All rights and remedies of the Town's Termination rights herein shall apply to all Defaults that are non-curable in nature, or that fail to be cured within the applicable cure period or are cured but in an untimely manner, and the Town shall not be obligated to accept such late cure.

22.4 <u>Recourse to Performance and Payment Bond; Other Remedies</u>: Upon the occurrence of an Event of Default, and irrespective of whether the Town has terminated the Contractor, the Town may (i) make demand upon the Surety to perform its obligations under the Performance Bond and Payment Bond, including completion of the Work, without requiring any further agreement (including, without limitation, not requiring any takeover agreement) or mandating termination of Contractor as a condition precedent to assuming the bond obligations; or (ii) in the alternative, the Town may take over and complete the Work of the Project, or any portion thereof, by its own devices, by entering into a new contract or contracts for the completion of the Work, or using such other methods as in the Town's sole opinion shall be required for the proper completion of the Work, including succeeding to the rights of the Contractor under all subcontracts.

The Town may also charge against the Performance and Payment Bond all fees and expenses for services incidental to ascertaining and collecting losses under the Performance and Payment Bond including, without limitation, accounting, engineering, and legal fees, together with any and all costs incurred in connection with renegotiation of the Contract.

22.5 <u>Costs and Expenses</u>: All damages, costs and expenses, including reasonable attorney's fees, incurred by the Town as a result of an uncured Default or a Default cured beyond the time limits stated herein (except to the extent the Town has expressly consented, in writing, to the Contractor's late cure of such Default), together with the costs of completing the Work, shall be deducted from any monies due or to become due to the Contractor under this Contract, irrespective of whether the Town ultimately terminates Contractor.

Upon issuing a Notice of Termination for Cause, the Town shall have no obligation to pay Contractor, and the Contractor shall not be entitled to receive, any money until such time as the Project has been completed and the costs to make repairs and/or complete the Project have been ascertained by the Town. In case such cost and expense is greater than the sum which would have been due and payable to the Contractor under this Contract for any portion of the Work satisfactorily performed, the Contractor and the Surety shall be jointly and severally liable and shall pay the difference to the Town upon demand.

22.6 <u>Termination If No Default or Erroneous Default</u>: If, after a Notice of Termination for Cause is issued by the Town, it is thereafter determined that the Contractor was not in default under the provisions of this Contract, or that any delay hereunder was an Excusable Delay, the termination shall be converted to a Termination for Convenience and the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause contained herein. The Contractor shall have no further recourse of any nature for wrongful termination.

22.7 <u>Remedies Not Exclusive</u>: Except as otherwise provided in the Contract Documents, no remedy under the terms of this Contract is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

22.8 <u>Materiality and Non-Waiver of Breach</u>: Each requirement, duty, and obligation in the Contract Documents is material. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or Amendment of this Contract. A waiver shall not be effective unless it is in writing and approved by the Town. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and the failure of the Town to exercise its rights and remedies under this Article at any time shall not constitute a waiver of such rights and remedies.

22.9 Contractor Right to Terminate Contract or Stop Work: If the Project should be stopped under an order of any court or other public authority for a period of more than ninety (90) days due to no act or fault of Contractor or persons or entities within its control, or if the Town should fail to pay the Contractor any material amount owing pursuant to an Approved Application for Payment in accordance with the Contract Documents and after receipt of all supporting documentation required by the Contract Documents, and if the Town fails to make such payment within ninety (90) days after receipt of written notice from the Contractor identifying the Approved Application for Payment for which payment is outstanding, then, unless the Town is withholding such payment pursuant to any provision of this Contract which entitles the Town to so withhold such payment, the Contractor shall have the right upon the expiration of the aforesaid ninety (90) day period to stop its performance of the Work, provided that Contractor has sent a Notice to Cure to the Town via certified mail, allowing for a 7 day cure period. In such event, Contractor may terminate this Contract and recover from Town payment for all Work executed and reasonable expense sustained (but excluding compensation for any item prohibited by any provisions of the Contract Documents). In the alternative to termination, Contractor shall not be obligated to recommence the Work until such time as the Town shall have made payment to the Contractor in respect of such Approved Application for Payment, plus any actual and reasonable related demobilization and start-up costs evidenced by documentation reasonably satisfactory to the Town. No act, event, circumstance or omission shall excuse or relieve the Contractor from the full and faithful performance of its obligations hereunder and the completion of the Work as herein provided for.

#### ARTICLE 23 - NOTICES

23.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

Town of Highland Beach Attn: Town Manager 3614 South Ocean Blvd. Highland Beach, Florida 33487

With a copy to: Town Attorney

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То

23.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

23.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 24 – INDEMNIFICATION**

24.1 Contractor shall defend, indemnify and hold harmless the Town, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, Subcontractor, employees and managers in the performance of Work under this Agreement.

24.2 Contractor shall be fully responsible to Town for all acts and omissions of the Contractor, its employees, Subcontractor, suppliers, or other persons directly or indirectly employed by its Subcontractor or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between Town and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Town to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

24.3 The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillments or discharge of such obligations.

24.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the Town to Contractor or from Contractor to a Subcontractor, for or on account of any Work, labor, construction services, material, equipment, or other items furnished in connection with the Work, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within ten (10) Days of the filing or from receipt of written notice from the Town.

24.5 Contractor has visited the Worksite and is familiar with the local conditions under which the Work are to be performed and relieves the Town from any liability in regard to any matter not immediately brought to the attention of the Town.

24.6 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the Town's liability as set forth in Chapter 768, Florida Statutes. Additionally, the Town does not waive sovereign immunity, and no claim or award against the Town shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 25 – WARRANTY**

25.1 The Contractor warrants to the Town that all materials and equipment included in the Project will be new except where indicated otherwise in the Contract Documents, and that such materials and equipment will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and specifications. The Contractor further agrees to correct all Work found by the Town to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of completion or for such longer periods of time as may be set forth in specific warranties contained in the specifications. The Contractor shall collect and deliver to the Town any specific written warranties given by others as required by the Contract Documents.

25.2 If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, whether observed before or after acceptance by Town, Contractor shall promptly, without cost to Town, either correct such defective Work, or, if it has been rejected by Town, remove it from the site and replace it with non- defective Work that is satisfactorily correct to the Town. If Contractor does not promptly comply with the terms of such instructions, the Town may have the defective Work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

25.3 If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Town all monies that the latter may be compelled to pay in discharging such liens or claims, including all costs and reasonable Attorney's fees. Any Subcontractor may seek relief from the surety and Contractor under Section 255.05, Florida Statutes.

25.4 In addition, the Contractor represents and warrants the following to the Town, as an inducement to the Town to enter into this Agreement, which representations and warranties shall survive the execution of the Agreement, final completion of the Project and final payment hereof:

25.4.1 Contractor shall furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform their obligations under the Contract Documents, and shall have sufficient experience and competence to do so;

25.4.2 Contractor is authorized to do business in the State of Florida and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Contractor and the Project; and

25.4.3 The persons executing this Agreement, on behalf of the Contractor, are properly authorized to do so.

25.5 Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

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25.6 Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the inspections of Town and/or Palm Beach County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the Town.

#### **ARTICLE 26 – INSURANCE**

26.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing all required insurance coverage, as more particularly described in the RFQ, with the following minimum coverage:

26.1.1 Commercial General Liability - Minimum limit of \$1 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense;

26.1.2 Professional Liability (Errors and Omissions) – With minimum limit of One Million Dollars (\$1,000,000.00) covering any errors or omissions of the Contractor in the performance of professional Services; the Self Insured Retention shall not exceed \$25,000. If the self-insured retention (SIR) or deductible exceeds \$25,000, the Town reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, the Contractor shall purchase a SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage;

26.1.3 Commercial Automobile Liability - Minimum limit of \$1 Million, covering any auto including owned, non-owned, hired or leased. In the event that the Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, the Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. T his amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form; and

26.1.4 Worker's Compensation - As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

26.2 Contractor shall not commence Work under this Agreement until after Contractor has obtained all of the minimum insurance coverage prescribed in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the Town.

26.3 The Town shall be named as an additional insured for claims caused in whole or in part by the Contractor, Subcontractor's, employees or assignee's negligent acts or omissions during the term of this Agreement. This provision shall not limit the Town's recovery for coverage under the Contractor's insurance policy.

26.4 Contractor shall not permit any Subcontractor to begin Services until after similar minimum insurance to cover Subcontractor has been obtained and approved.

26.5 In the event the insurance certificate provided by Contractor or Subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) Days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.

26.6 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Palm Beach County, Florida.

#### **ARTICLE 27 - PERFORMANCE AND PAYMENT BONDS**

27.1 The Contractor is required to furnish to the Town a Performance Bond and Payment Bond, each in the amount of One Hundred percent (100%) of the total Project value ("Bonds"). Such Bonds may be in the following form: 1) a Cashier's Check, made payable to the Town of North Miami; 2) Bonds written by a surety company authorized to do business in the State of Florida, in accordance with Section 255.05, Florida Statutes; or 3) an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Palm Beach County, be in the amount of the Agreement and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the Contractor.

27.2 The Performance Bond shall secure and guarantee Contractor's faithful performance of this Agreement, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all Subcontractor performing labor on the Project under this Agreement and furnishing supplies, materials or services in connection herewith. These Bonds shall be in effect through the duration of the Agreement plus the warranty period as required by the Contract Documents.

27.3 Each Bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The Bonds required hereunder shall be executed by a responsible surety licensed in the State of Florida, and have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc.,



Ambest Road, Oldwick, New Jersey 08858: B+ to A+. The Contractor shall require the attorney in fact

who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of this power of attorney indicating the monetary limit of such power.

27.4 If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, Contractor shall within three (3) Days substitute another Bond and surety, both of which must be acceptable to Town. If Contractor fails to make such substitution, Town may procure such required Bonds on behalf of Contractor at Contractor's expense.

27.5 The Town may, in the Town's sole discretion, inform surety of the progress of the Work, any defects in the Work, or any defaults of Contractor under the Contract Documents and obtain consents as necessary to protect the Town's rights, interest, privileges and benefits under and pursuant to any Bond issued in connection with the Project.

27.6 Contractor shall indemnify and hold harmless the Town and any agents, employees, representative from and against any claims, expenses, losses, costs, including reasonable attorneys' fees, as a result of any failure of Contractor to procure the Bonds required herein.

#### **ARTICLE 28 - FORCE MAJEURE**

28.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

28.2 If conditions are encountered at the Worksite which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or 2) unknown physical conditions of an unusual nature, which differ materially from

those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing Party shall be given to the other Party promptly before conditions are disturbed, and in no event later than ten (10) Days after first observance of such conditions. The Project Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for performance of any part of the Work, will recommend an equitable adjustment in the PROJECT AMOUNT or to the Term of Agreement or both. If the Project



Manager determines that the conditions at the Worksite are not materially different from those indicated in the Contract Documents and that no change in the PROJECT AMOUNT or to the Term of Agreement is justified, the Town shall so notify the Contractor in writing, stating the

reasons. Claims by the Contractor in opposition to such determination must be made within ten (10) Days after the Town has given notice of the decision.

#### **ARTICLE 29 – NON-EXCLUSIVE AGREEMENT**

29.1 The Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the Town from engaging other firms to perform Work.

29.2 The Town reserves the right to perform Work or operations related to the Project with the Town's own forces, or through the award of one or more separate contracts to one or more separate Contractors if the scope of the work changes during the term of this Agreement and the Town and Contractor are unable to agree as to the Contractor's timely performance of such changed scope of work. Additionally, the Town reserves the right to award separate contracts in connection with other portions of the Project or other construction or operations on the Worksite under conditions identical or substantially similar to these.

#### **ARTICLE 30 – EMERGENCIES**

30.1 In any emergency affecting the safety of persons or property, the Contractor shall act at the Contractor's discretion, to prevent threatened damage, injury or loss.

#### **ARTICLE 31 - TOWNSHIP OF DOCUMENTS**

31.1 All documents developed by Contractor under this Agreement shall be delivered to the Town by the Contractor upon completion of the Work and shall become property of the Town, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall, unless exempt, be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

31.2 The Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the Town to perform this service; (2) provide the public with access to public records on the same terms and conditions as the Town would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the Town, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the Town in a format compatible with the Town's information technology systems.

31.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the Town to the Contractor pursuant to this Agreement shall at all times remain the property of the Town and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the Town.

31.4 In the event the Agreement is terminated, Contractor agrees to provide the Town all such documents within ten (10) Days from the date the Agreement is terminated.

#### **ARTICLE 32 – INTENTIONALLY OMITTED**

#### **ARTICLE 33 - MISCELLANEOUS PROVISIONS**

33.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

33.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

33.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

33.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

33.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Palm Beach County, Florida.

33.6 The Town reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Work and for a period of three (3) years after final payment is made under this Agreement.

33.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

33.8 Work shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the Town.

33.9 The Town of Highland Beach is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

33.10 The professional Work to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the Town from engaging other firms to perform Work.

33.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

33.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national



origin, or disability, in connection with its performance under this Agreement.

33.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

33.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

33.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

33.16 Notwithstanding anything in this Agreement to the contrary, Contractor and Town waive all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes (1) damages incurred by the Town for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

33.17 Nothing in this agreement shall be construed to mean that the CM is responsible for the design of the project or that the CM assumes any professional responsibility or liability, in whole or in part, for the design of the Project nor does the CM assume any of the contractual or customary duties of the Architect, its sub-consultants or any other parties not specified by this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: Corporate Secretary or Witness:

"Contractor":

Witnessed By:

Signed By: \_\_\_\_\_

Witness Name:

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

ATTEST:

Town of Highland Beach, a Florida municipal Corporation: "Town"

By: \_\_\_\_\_ By: \_\_\_\_\_

Town Clerk

Town Manager

APPROVED AS TO FORM AND Legal sufficiency:

By: \_\_\_\_\_ Town Attorney

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#### **RFQ FOR CONTRUCTION MANAGER AT RISK**

#### RFQ No.: 22-001

#### SUMMARY OF REVIEWERS SCORES - EVALUATION COMMITTEE MEETING (RANKING) - 04/13/22 at 2:00 PM

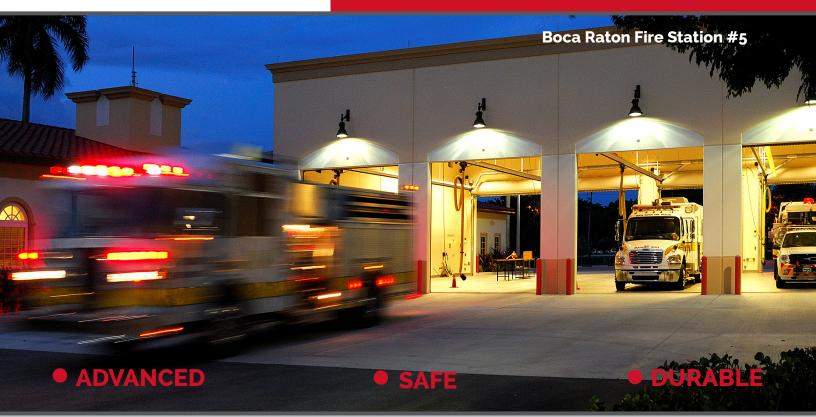
	Qualifications of the firm	Qualifications of proposer's project team	Project Approach, Demonstrated Skill Set, and Relevant Experience	Location of Proposer's Office	Individual Score Totals	TOTALS	RANK
	MAX - 30	MAX - 30	MAX - 30	MAX - 10	MAX - 100 Per Person	MAX - 300	
Gulf Building							
Jeff Remas	30.00	30.00	29.00	10.00	99.00	297.00	
Craig Hartmann	30.00	30.00	30.00	10.00	100.00	297.00	
Glenn Joseph	30.00	30.00	28.00	10.00	98.00		2
Kaufman Lynn Construction							
Jeff Remas	29.00	30.00	30.00	10.00	99.00	299.00	
Craig Hartmann	30.00	30.00	30.00	10.00	100.00	299.00	
Glenn Joseph	30.00	30.00	30.00	10.00	100.00		1



Town of Highland Beach

### Construction Manager at Risk TOWN OF HIGHLAND BEACH FIRE STATION #6

March 25, 2022



### PROVEN CMAR EXPERTS CREATING THE NEXT GENERATION OF FIRE STATIONS

**14** FIRE STATIONS IN SOUTH FLORIDA



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NCE28	<b>B</b> 4 PROJECT APPROACH, DEMONSTRATED SKILL SET, & RELEVANT EXPERIENCE	TAB
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## Tab 1 LETTER OF INTEREST





3185 South Congress Avenue Delray Beach, FL 33445 o 561.361.6700 | f 561.361.6979

www.kaufmanlynn.com

March 25, 2022

Town of Highland Beach 3614 S Ocean Blvd Highland Beach, FL 33487

Dear Selection Committee Members:

Kaufman Lynn Construction (KL) is eager to work in partnership with the Town of Highland Beach to construct a new Fire Station #6 that meets your immediate needs and those ahead through an advanced facility built to last for decades. The ability of the KL team to address your needs is demonstrated in this qualification package.

#### **Partnership Focused**



KL will be a **PROACTIVE PARTNER** with the Town of Highland Beach. The success of your facility will be a direct result of our collaborative attitude and dedication to achieving your goals. We will conduct extensive discussions with your team to make key schedule, cost, and performance decisions. As an advisor, we will provide options for utilizing the right components to help *expedite construction, reduce costs (initial and long-term) and provide a better functioning facility*.

#### **We Know Fire Stations**



KL has built **14 Fire Stations and 23 public safety facilities** in South Florida! *We understand the nuances of these types of facilities*. We are currently building public safety, fire stations and administration facilities for the City of Pompano Beach, City of Miami Beach, City of Riviera Beach, and City of Lighthouse Point. This proven experience is embodied in the staff that we have proposed in this submittal.

#### **Team of Experts**



KL has tailored the team members for your project based on their knowledge and experience with these specific facilities. The team we propose for this facility has a solid portfolio of similar municipal projects. The team has individually and together worked on projects such as Coral Springs Fire Station #43 & #95, Riviera Beach Fire Station #88, Lighthouse Point Fire Station and EOC, and Boca Fire Rescue Station #5, as well as other related projects. Our team has first-hand knowledge and experience working with municipal staff and building quality municipal projects.

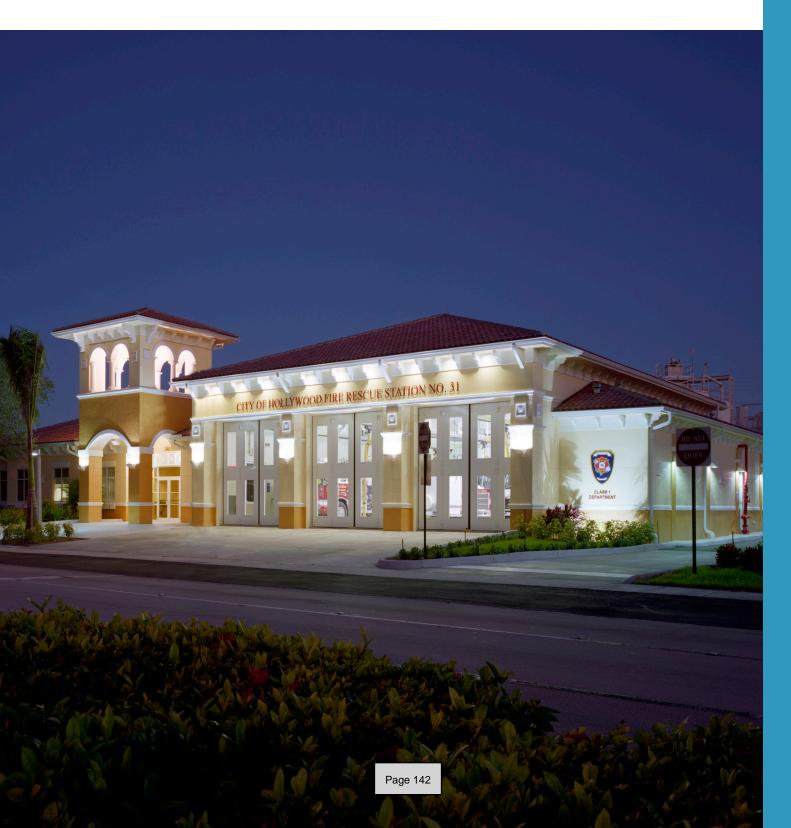
I am confident that our credentials, which feature our ability to **safely and successfully complete fire stations and public safety projects on time and within budget**, will provide Highland Beach with the expertise needed to successfully build Fire Station #6 on time and within budget. As a company just down the road from you in Delray Beach, our team is personally committed to the success of your project. I appreciate your time and thoughtful consideration of our capabilities and experience.

Sincerely,

un

Michael I. Kaufman President / Chief Executive Officer

# Tab 2 FIRM'S QUALIFICATIONS

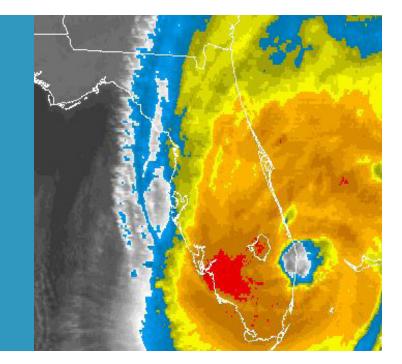


REFERENCES FOR Kaufman Lynn Construction, Inc.			
(NAME OF FIRM)			
-			
<b>1.</b> Owner/Client Name: City of Lighthouse Point / Assista	ant Fire Chief Tony Long		
Name and Location of Project: Lighthouse Point Fire Station - EOC,	Lighthouse Point, FL		
area kitchen and day room office generato	fficers and will include 3 drive quarters, bunker storage, med r and a meeting space on the s	through emergency vehicle parking stalls, lical storage training room, decontamination	
Project Completion Date or Anticip		May 17, 2022 (Anticipated)	
GMP Amount vs. Final Cost: GMI	P: \$7,620,377 Anticipate	d Final: \$7,620,377	
Size of Project (gross sq. ft): 16,1	00 SF		
Phone: (954) 520-2714	Fax: <sub>None</sub>	E-Mail: tlong@lighthousepoint.com	
2.Owner/Client Name: City of Riviera Beach / City of Riv	iera Beach Fire Chief Johr	n M. Curd	
Name and Location of Project: Riviera Beach Fire Station 88, Riviera	a Beach, FL		
Scope of work (use blank sheet an Design and construction of a two-story fire st bays, sleeping and private restroom facilities dining room, lounge/dayroom, offices, a train Project Completion Date or Anticip	for male and female firefighter ning element, decontamination	n area and a fire operations center.	
CMD Amount vo. Final Cost:	2: \$16,700,000 Anticipate		
Size of Project (gross sq. ft): 28,0	00 SF		
Phone: (561) 843-0976	Fax: None	E-Mail: jcurd@rivierabeach.org	
3.Owner/Client Name: City of Coral Springs / City Mana	iger Frank Babinec		
Name and Location of Project:			
Coral Springs Fire Stations #43 & #9	5, Coral Springs, FL		
	nd attach if you need mo ent fire stations, each featuring of two identical 8,000 s.f. fire sta	3 bays. Included total demolition of both ations. Included a commercial grade kitchen,	
Coral Springs Fire Stations #43 & #9 Scope of work (use blank sheet an Simultaneous construction of two replacement existing fire stations and new construction of	nd attach if you need mo ent fire stations, each featuring of two identical 8,000 s.f. fire sta ockers, and includes extensive s	y 3 bays. Included total demolition of both ations. Included a commercial grade kitchen, sitework. Fire Station #43: February 2017	
Coral Springs Fire Stations #43 & #9 Scope of work (use blank sheet an Simultaneous construction of two replacement existing fire stations and new construction of and living quarters/dorm rooms, showers, lo Project Completion Date or Anticip GMP Amount vs. Final Cost:	nd attach if you need mo ent fire stations, each featuring of two identical 8,000 s.f. fire sta ockers, and includes extensive s	y 3 bays. Included total demolition of both ations. Included a commercial grade kitchen, sitework. Fire Station #43: February 2017 Fire Station #95: April 2017	
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## SOUTH FLORIDA Is unique

Our team has actively designed and built fire stations and public safety facilities throughout the tri-county area for over 30 years and understands the local conditions. That includes the environmental factors as well as regulatory, labor and economic forces impacting this project.

Currently, Kaufman Lynn is working in Lighthouse Point on a 2-story, Hurricane 5+ rated Fire Station/EOC facility. Every public safety facility we have built is to the standard to withstand hurricane force winds.



## WE ARE YOUR LOCAL EXPERTS!

### WITH 14 FIRE STATIONS BUILT IN SOUTH FL

## **A PROVEN PARTNERSHIP**





As a **100% Employee-Owned Company**, each of our Kaufman Lynn associates has a vested interest in the success of every project we are involved with. We understand **PGAL** has been selected as the architect for Fire Station #6 and we have a proud history of teaming with quality partners like PGAL. Also based in South Florida, our teams have worked together for over 20 years, successfully completing many public safety projects, including the Boca Raton Police and Fire Training Facility. Renowned for outstanding client service and attention to detail, PGAL's client-centered philosophy blends seamlessly with our custom project approach for Fire Station #6. As your local team, we will work with PGAL to create a safe, durable, and modern facility customized to serve the unique needs of the Highland Beach community.

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August 31, 2020

Mr. Michael Kaufman Kaufman Lynn Construction 3185 South Congress Avenue Delray Beach, FL 33445

Dear Mike,

With Phase I of the \$150 million JM Family Campus project recently completed and opened to great accolades, I wanted to take a moment to express my thoughts about working with the Kaufman Lynn team on this projects, as well as during the past 20 years on several different project types. While this is our largest project together to date, we have found the Kaufman Lynn team great to work with, whether it is a project under \$5 million or over \$100 million.

Teamwork was instrumental in the success of the JM project, since we evaluated many different campus solutions and design options from the planning stage through construction. Throughout the design process, the Kaufman Lynn team was actively engaged in providing real-time cost and schedule feedback. As designers we were able to count on your team to provide timely cost data and construction insight that helped advance the project to an on-time completion and within budget. Your team worked with our team to understand the goals of the client and their operations. Cost saving ideas did not impact the use, aesthetics or the design intent and truly was focused on providing the best product for the best price.

I am not sure that JM would have felt comfortable in undertaking such a major replacement of their active campus had it not been for the level of detail and clarity with which the Kaufman Lynn team helped communicate the sequencing of construction activities. The use of BIM and the 3D models we created jointly to show the phasing, construction sequencing and the overall campus aesthetics was a powerful tool that we used effectively to communicate to the client and end users.

Once construction started, Kaufman Lynn followed through. Every team member I have encountered has shown the same dedication toward client satisfaction. It is not easy building within inches of occupied office buildings while keeping everyone happy, but I have only received positive feedback from the client about Kaufman Lynn and their communications and responsiveness. The onsite team exhibited the right experience and attitude. Professional, effective and focused on the client's needs, they worked efficiently through any challenges, moving the project forward toward successful completion.

While this is certainly the largest project we have ever worked on together, it follows that no matter the size of the project or the delivery method, the Kaufman Lynn team continues to be a collaborative partner.

Sincerely

Ian A. Nestler, AIA, LEED AP Executive Vice President

ALEXANDRIA ATLANTA AUSTIN BOCA RATON CHICAGO DALLAS/FORT WORTH DENVER HOBOKEN HOUSTON LAS VEGAS LOS ANGELES SALT LAKE CITY SAN DIEGO





KL is currently building this new 3 bay, 2-story replacement fire station. The 16,100 SF Category 5+ hurricane rated facility will house 24 firefighter/paramedics, two chief officers and will include 3 drive through emergency vehicle parking stalls, vehicle exhaust systems, individual sleeping quarters, bunker storage, medical storage training room, decontamination area, kitchen and day room, office, generator and a meeting space on the second floor.



Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, circadian lighting, decontamination area and a fire operations center.



Simultaneous construction of two replacement fire stations, each featuring 3 bays. Included total demolition of both existing fire stations and new construction of two identical 8,000 SF fire stations. Included a commercial grade kitchen, and living quarters/dorm rooms, showers, lockers, and includes extensive sitework.



The project included the demolition of an existing fire station and new construction of a 13,000 SF facility. The fire station includes four emergency vehicle bays, kitchen, offices, living quarters, gymnasium and common area. The project design called for Tilt Wall construction of the shell.

First LEED Certified Fire Station in Palm Beach County.





Kaufman Lynn Construction built this new 2-story public safety building with a 3-bay fire station, Beach Safety and Community Redevelopment Agency offices and parking. The project also included the renovation of an existing 1-story historic structure. This shell design, along with impact rated windows, has the ability to withstand 155 mph wind and storm conditions equal to or greater than a Category 5 storm.

### **LEED Silver Certified.**



New construction of a 26,515 SF public safety maintenance and training facilities for the City of Hollywood Fire Department. The site has 1.06 acres dedicated to an exterior SWAT Obstacle Course and K-9 Training Area. The SWAT Obstacle course features agility training structures such as rope nets, A-frame log walls, platform jumps, balance beams, hurdles, and parallel pipe bars which help train officers for tactical maneuvers. The canine agility course contains plastic tunnels, car doors, plywood walls, buried isolation boxes, and cool down pavilion with pet fountains.



Demolition of existing Fire Station #5 and construction of a new 9,700 SF Fire Rescue Station and parking facilities by Kaufman Lynn Construction. Project included new kitchen and dormitories housing 3 shifts of Fire Rescue personnel; 3-bay equipment bay; emergency generator; high-speed, high impact folding equipment bay doors; and special plymovent vehicle exhaust system.



Demolition of existing Fire Station #31 and construction of a new 9,700 SF Fire Station and parking facilities by Kaufman Lynn Construction. Project includes new kitchen and dormitories housing 3 shifts of Fire Rescue personnel. 3-bay equipment bay, Emergency generator, high -speed, high impact folding equipment bay doors. Special plymovent vehicle exhaust system.



New construction of a 3-story 20,000 SF fire station with a 911 Emergency Call Dispatch Center, equipment bays, living spaces, offices, a kitchen, a gym, support facilities and associated parking spaces. Kaufman Lynn Construction is currently in preconstruction.

#### LEED Gold.



A 100,000 SF complete renovation, including the removal and replacement of the roof and complete interior renovation. The shell of the building was hardened into a Category 5 Hurricane Shelter. The facility features classroom/training rooms, an auditorium, gymnasium as well as Police, Fire and Life Safety administrative offices.





New construction of a two-story, 13,000 SF fire station using a HOT Zone facility layout. The project consists of three apparatus bays, sleeping and private restroom facilities for male and female firefighters, and circadian lighting.



New construction of a two-story fire station featuring three apparatus bays, living quarters for rescue personnel.



# QUALIFICATIONS OF Proposer's project team



# **TEAM EXPERIENCE**

Kaufman Lynn Construction (KL) has successfully completed hundreds of CM at Risk projects, including municipal and public safety projects. We have carefully selected a team of CM at Risk fire station construction experts to make Fire Station #6 the ideal facility for rescue personnel and the Highland Beach community.

We thrive on the participative team approach of CM at Risk and this customized team knows how to guide the process to assure the project achieves the desired functionality, durability and aesthetics within the given budget.

KL has the estimating and scheduling resources available to provide the team with real time pricing and constructability analysis. Leading pre-construction efforts, Project Executive Mishel Mako, VP of Preconstruction Bryan Ardner, and Senior Estimator John Huddleston will establish the foundations of success before shovels hit the ground. All three pre-construction experts are currently working on the Riviera Beach Fire Station 88 project, designed as a Next Generation fire station with our advanced technology, equipment, and safety standards.

While established processes create the framework for our interactions, KL **Project Manager Matt Carney and Senior Superintendent Walter Wharton** will have the authority to make decisions in the field to address the many variables that make up Fire Station #6. **Along with**  Design Coordinator Jeff Zalkin, both have built the simultaneously constructed Coral Springs Fire Stations #43 & #95.

The senior management team is actively involved in every project and maintains direct, and frequent, communication that expedites critical decisions, making us more responsive to your needs. KL's Senior **Vice President Derek Wolfhope is** currently working on Riviera Beach **Fire Station 88 and Lighthouse** Point Fire Station & EOC. Together, this team creates the perfect dynamic of professional fire station construction professionals to create an advanced and enduring facility for the rescue team of Highland Beach Fire Station #6.

PERSONNEL	CM AT RISK Experience	FIRE STATIONS	GOVERNMENT EXPERIENCE	SIMILAR SIZE Projects
<b>Derek Wolfhope</b> Senior Vice President	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
<b>Mishel Mako</b> Project Executive	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
<b>Matt Carney</b> Project Manager	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
<b>Walter Wharton</b> Senior Superintendent	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
<b>Bryan Ardner</b> VP Preconstruction	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
<b>John Huddleston</b> Senior Estimator	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
<b>Jeff Zalkin</b> Design Coordinator	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
<b>Ryan Reiter</b> Grant Support	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$

# **TEAM EXPERIENCE** & COLLABORATION

Kaufman Lynn Construction (KL) is a proven government CMAR and fire station builder, with over 30 years of experience and many projects similar in size and scope to Highland Beach Fire Station #6. We have assembled an expert team with a unique blend of experience across the spectrum of public projects, from public safety to government office and beyond, which will benefit the Town of Highland Beach from day one.

KL is a **LOCAL** company with deep roots in the subcontractor market. We will bring a wealth of experience by only soliciting subcontractor and material bids from pre-qualified vendors, which further benefits goals for Fire Station #6.







We recently completed the 3-bay Coral Springs Fire Stations #43 & #95 which were built from the ground up simultaneously and we are currently constructing the Riviera Beach Fire Station #88 which embodies all the components befitting a next generation fire station where advanced technology meets durability. Our team is made up of professionals who bring the project specific experience that has proven to be a valuable asset to Highland Beach.

We specialize in building using the CM at Risk delivery method and building for municipalities. Our processes are completely transparent and we seek to engage the local community whenever possible.

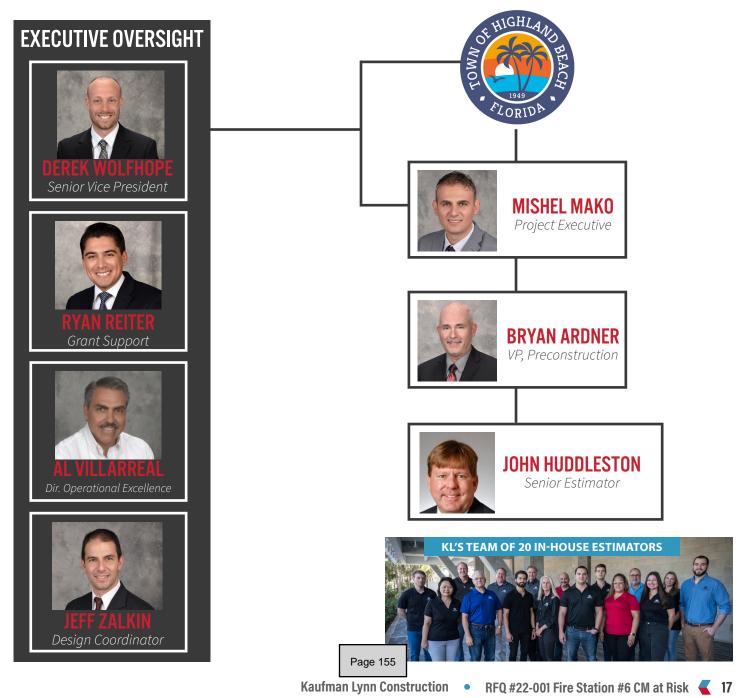
#### After all, we are community builders.



Kaufman Lynn Construction (KL) has assembled an expert team with experience building mission critical government facilities. They bring years of experience that will benefit Highland Beach and lead to a successful completion of your Fire Station #6 project.

### TEAM ORGANIZATION PRE-CONSTRUCTION PHASE

KL's dedicated in-house team of over 20 pre-construction professionals will begin tackling your project immediately after award. Our proven process for CM@Risk projects involves meeting with the client and all the stakeholders involved, beginning a transparent and comprehensive bidding process, and developing a GMP with your specific needs in mind. This process involves our pre-construction team, as well as our Senior Vice President and executive team in advisory roles. Please see below for our team's organization during this important phase of your project.





## **MISHEL MAKO**

### **PROJECT EXECUTIVE**



### **RELEVANT EXPERIENCE**



### **RIVIERA BEACH FIRE STATION 88 RIVIERA BEACH, FL**

28,000 S.F. | \$16.6 MILLION

Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center.

**Riviera Beach Fire Station 87,** Riviera Beach, FL – New construction of fire station using a HOT Zone facility layout complete with truck bays, sleeping quarters for rescue personnel, offices, and kitchen/dining area. \$15.0 million.

**Fountains East,** Boynton Beach, FL – New 118,000 SF, 2-story senior living community with 130 assisted living and memory care units on a 5.3 acres site. \$24 million.

East River Esplanade/Pier 35, New York, NY —Part of the East River waterfront, Pier 35 is a new eco-park combining public space with habitat restoration such as the "Mussel Beach" which mimics the conditions of the original East River shoreline. Landscaped lawns and dunes along a pedestrian pathway are punctuated by a variety of metal and mesh structures which create visually pleasing screens. \$32 million.

Seminole Trails Elementary School, West Palm Beach, FL – A 53,190 GSF renovation and 452-student station addition at Seminole Trails Elementary School. KL worked closely with school administration and facilities staff to meet every project objective including respecting the character of the existing school's design to develop a site plan and phasing plan that maintains operations and keep students safe during constr illion. Page 156

Mishel's career includes land development and construction management experience which makes him particularly astute to the needs of his clients. He has successfully led multiple teams, overseeing a variety of construction projects ranging from \$1 million to over \$130 million. Whether building for private or public entities, Mishel's focus is on earning repeat business by focusing on client satisfaction.

### **CERTIFICATIONS**

LEED AP BD+C 30 Hours OSHA

### **EDUCATION**

B.S. Civil Engineering, New Jersey Institute of Technology

### YEARS OF EXPERIENCE

21

### **PROJECT INVOLVEMENT**

33%



Bryan has over 40 years of experience in government, retail, commercial, healthcare, and higher education construction from renovation to new construction throughout the states of Florida, North Carolina and Ohio.

As Preconstruction Lead he will manage the estimating department and will coordinate closely with the business development and operations team to assure continuity and accuracy.

### **CERTIFICATIONS**

30 Hours OSHA

### **EDUCATION**

St. Petersburg College

### YEARS OF EXPERIENCE

43

### **PROJECT INVOLVEMENT**

100%

# **BRYAN ARDNER**

### **VP, PRECONSTRUCTION**



### **RELEVANT EXPERIENCE**



### LIGHTHOUSE POINT FIRE STATION & EOC LIGHTHOUSE POINT, FL

16,100 S.F. | \$7.6 MILLION

New 3 bay, 2-story replacement fire station. The Category 5+ hurricane rated facility will house 24 firefighter/paramedics, two chief officers and will include 3 drive through emergency vehicle parking stalls, vehicle exhaust systems, individual sleeping quarters, storage, medical storage training room, decontamination area, kitchen and day room, office, generator and a meeting space on the second floor.

**Oakland Park Fire Station 9,** Oakland Park, FL — New construction of a twostory fire station featuring three apparatus bays, living quarters for rescue personnel. \$9.0 million.

**Miami Beach Fire Station 1,** Miami Beach, FL — New construction of a 3-story 20,000 SF fire station with a 911 Emergency Call Dispatch Center, equipment bays, living spaces, offices, a kitchen, a gym, support facilities and associated parking spaces. Kaufman Lynn Construction is currently in preconstruction. LEED Gold. CM at Risk. \$6.5 million.

**Riviera Beach Fire Station 88,** Riviera Beach, FL — Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center. \$16.6 million.

**Riviera Beach Fire Station 86,** Riviera Beach, FL — New construction of a two-story, 13,000 SF fire station using a HOT Zone facility layout. The project consists of three apparatus bays, sleeping and private restroom facilities for male and female firefighted and lighting, \$12.0 million.



JOHN HUDDLESTON

### SENIOR ESTIMATOR



### **RELEVANT EXPERIENCE**



#### RIVIERA BEACH FIRE STATION 88 RIVIERA BEACH, FL

28,000 S.F. | \$16.6 MILLION

Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center.

**Miami Beach Fire Station #1,** Miami Beach, FL — New construction of a 3-story 20,000 SF fire station with a 911 Emergency Call Dispatch Center, equipment bays, living spaces, offices, a kitchen, a gym, support facilities and associated parking spaces. Kaufman Lynn Construction is currently in preconstruction. *LEED Gold.* \$6.5 million.

**PBSO Headquarters Annex,** Hallandale Beach, FL — New construction of a 25,000 SF building to house the new PBSO District 1 substation, new Marine Unit facility with vehicle repair shop, a specialty vehicle storage shelter, and all associated site improvements. \$9.4 million.

**Palm Beach Fire Station #32,** Lake Worth, FL — Construction of a 2-story station with 2 bays. \$2.2 million.

**Pompano Beach Fire Station 11,** Pompano Beach, FL — Took over construction for bonding company. This was a ground-up two-story replacement station with 3 bays. \$7.5 million.

**Riviera Beach Fire Station 87,** Riviera Beach, FL —New construction of fire station using a HOT Zone facility layout complete with truck bays, sleeping quarters for res Page 158, offices, and kitchen/dining area. \$15.0 million.

John's 45 years of experience in government and public safety construction from renovation to new construction throughout South Florida pinpoint him as an ideal preconstruction team member for Fire Station #6.

For this project, John's responsibilities include bid strategy planning, value engineering capabilities, subcontractor networking / relationships, spreadsheet design and implementation, owner/ architect correspondence and estimating department employee training and budget controls.

### **EDUCATION**

B.A., Rollins College

### **YEARS OF EXPERIENCE**

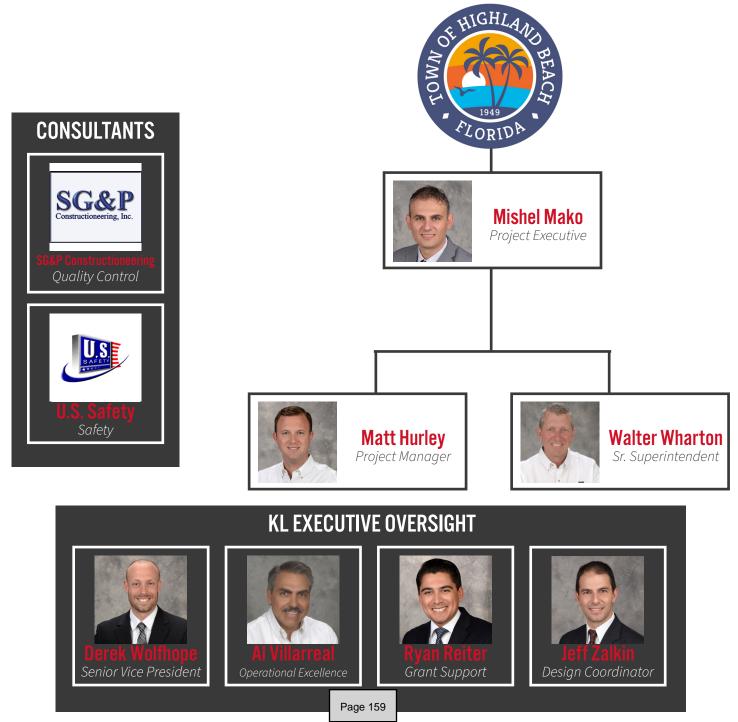
45

### **PROJECT INVOLVEMENT**

100%

### TEAM ORGANIZATION CONSTRUCTION PHASE

The full breadth of experience and expertise of KL's senior leadership team will be brought to bear on your project -- but when it comes time to negotiate the General Conditions, we'll only look to the Town to pay for those individuals who are on-site -- the Project Manager and Superintendent -- and approximately 20% of KL's proposed Project Executive (the equivalent of 1 day per week). We expect your project will require, and are prepared to commit, without reservation or additional remuneration, the undivided attention of our other seasoned team members (also noted in the proposed organizational chart). EVERYTHING is 100% open book with KL.





## **DEREK WOLFHOPE, LEED AP**

**SENIOR VICE PRESIDENT** 



### **RELEVANT EXPERIENCE**



### RIVIERA BEACH FIRE STATION 88 Riviera Beach, Fl

28,000 S.F. | \$16.6 MILLION

Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center.

**Boca Police Fire Station #5,** Boca Raton, FL —The project included the demolition of an existing fire station and new construction of a 13,000 sf facility. The fire station includes four emergency vehicle bays, kitchen, offices, living quarters, gymnasium and common area. The project design called for Tilt Wall construction of the shell. \$2.9 million.

**Lighthouse Point Fire Station & EOC,** Lighthouse Point, FL — KL is currently building this new 3 bay, 2-story replacement fire station. The Category 5+ hurricane rated facility will house 24 firefighter/paramedics, two chief officers and will include 3 drive through emergency vehicle parking stalls, vehicle exhaust systems, individual sleeping quarters, bunker storage, medical storage training room, decontamination area, kitchen and day room, office, generator and a meeting space on the second floor. \$7.6 million.

**Claude Pepper Community Center,** North Miami, FL — New construction of a 20,000 square foot community center. The project includes basketball courts, and an activity and wellness center. The site contained arsenic contaminated soil and required extensive decontamination and working closely with DERM and following a Contamination Assessment Plan. \$5.2 million.

As Senior Vice President for the Fire Station #6 project, Derek will be your principal point of contact. Derek is unique in that he's design savvy, routinely engages in high-level discussions with owners and design partners to make critical decisions, but he also "rolls-up his sleeves" and "gets into the details" with subcontractors, working together to resolve the smallest of issues. His keen awareness of time-critical CPM scheduling, job cost analysis, safety and risk mitigation, quality control, emphasizes team integrity and customer satisfaction.

### **CERTIFICATIONS**

LEED AP

### **EDUCATION**

B.S. Civil Engineering, Pennsylvania State University

### **YEARS OF EXPERIENCE**

19

### PROJECT INVOLVEMENT

20%



# **MISHEL MAKO**

### **PROJECT EXECUTIVE**



### **RELEVANT EXPERIENCE**



### RIVIERA BEACH FIRE STATION 88 Riviera Beach, Fl

28,000 S.F. | \$16.6 MILLION

Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center.

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**Fountains East,** Boynton Beach, FL — New 118,000 SF, 2-story senior living community with 130 assisted living and memory care units on a 5.3 acres site. \$24 million.

**East River Esplanade/Pier 35,** New York, NY —Part of the East River waterfront, Pier 35 is a new eco-park combining public space with habitat restoration such as the "Mussel Beach" which mimics the conditions of the original East River shoreline. Landscaped lawns and dunes along a pedestrian pathway are punctuated by a variety of metal and mesh structures which create visually pleasing screens. \$32 million.

**Seminole Trails Elementary School,** West Palm Beach, FL — A 53,190 GSF renovation and 452-student station addition at Seminole Trails Elementary School. KL worked closely with school administration and facilities staff to meet every project objective including respecting the character of the existing school's design to develop a site plan and phasing plan that maintains operations and keep students safe during constr

Mishel's career includes land development and construction management experience which makes him particularly astute to the needs of his clients. He has successfully led multiple teams, overseeing a variety of construction projects ranging from \$1 million to over \$130 million. Whether building for private or public entities, Mishel's focus is on earning repeat business by focusing on client satisfaction.

### **CERTIFICATIONS**

LEED AP BD+C 30 Hours OSHA

### EDUCATION

B.S. Civil Engineering, New Jersey Institute of Technology

### YEARS OF EXPERIENCE

21

### **PROJECT INVOLVEMENT**

33%



# MATT HURLEY, LEED AP BD+C

### **PROJECT MANAGER**



### **RELEVANT EXPERIENCE**



#### **CORAL SPRINGS FIRE STATIONS #43 & #95** CORAL SPRINGS, FL

16,000 S.F. | \$6.5 MILLION

Simultaneous construction of two replacement fire stations, each featuring 3 bays. Included total demolition of both existing fire stations and new construction of two identical 8,000 s.f. fire stations. Included a commercial grade kitchen, and living quarters/dorm rooms, showers, lockers, and includes extensive sitework.

Palm Beach State College Fire Tower, Lake Worth, FL — Construction of a five-story fire training tower consisting of off-site precast panels. \$1.9 million.

Palm Beach State College Security Building, Lake Worth, FL – New construction of a single story structure and parking lot for campus security staff and students. \$1.8 million.

Palm Beach State College Classroom Building and Gym, Lake Worth, FL — Project consisting of four multi-story buildings, structured with tilt-wall, cast-inplace, and CMU walls. The buildings include an auditorium, a mock courtroom, holding cell, and a wellness center. \$17.2 million.

Palm Beach State College Central Energy Plant, Lake Worth, FL — Demolition of a parking lot and construction of a 5,200 s.f. chiller plant including multiple underground chilled water connections. \$3.2 million.

**Lakeside at Doral**, Doral, FL — New construction of a 352-unit, 464,246 s.f. apartment community. Project included the construction of a 12,000 s.f. clubhouse around a man-made lake. Amenities included a resort-style pool, outdoor living room with g , and state-of-the-art fitness center. \$27 million. Page 162

Matt is a results-oriented, hands-on construction professional with 10 years experience. He is well versed in the areas of construction safety, sustainable construction, electronic documentation and problem solving. His duties include developing and maintaining the project schedule, coordinating with the owner's representatives and architect, managing cost control and financial reporting, supervising field staff, design participation, bidding, contract negotiation, facilities inspection and coordination of preventive maintenance.

### CERTIFICATIONS

LEED AP BD+C 30+ Hours OSHA

**CPR & First Aid** 

**USGBC Green Advantage** Florida CGC1522705

### EDUCATION

Sustainable Construction Management, Palm Beach State College

Business Administration, Lynn University

#### **YEARS OF EXPERIENCE**

11

### **PROJECT INVOLVEMENT**

100%



Walter Wharton has over 45 years of experience, much of it being for municipal and institutional clients with advanced technology needs.

As superintendent, his duties include quality control oversight for all subcontractors, coordination of weekly safety meetings and monthly safety inspections, on-site coordination of subcontractor performance, communication and teamwork, preparation of Requests for Information (RFIs), tracking review of submittals, preparation of two-week look ahead schedule and filing and journaling meeting minutes, job logs and daily reports.

### **EDUCATION**

**Construction Management**, Palm **Beach State College** 

### **YEARS OF EXPERIENCE**

49

### **PROJECT INVOLVEMENT**

100%

# WALTER WHARTON

### SENIOR SUPERINTENDENT



### **RELEVANT EXPERIENCE**



### **CORAL SPRINGS FIRE STATIONS #43 & #95** CORAL SPRINGS, FL

16,000 S.F. | \$6.5 MILLION

Simultaneous construction of two replacement fire stations, each featuring 3 bays. Included total demolition of both existing fire stations and new construction of two identical 8,000 s.f. fire stations. Included a commercial grade kitchen, and living quarters/dorm rooms, showers, lockers, and includes extensive sitework.

**Boca Police and Fire Training, Boca Raton**, FL – A 100,000 SF complete renovation, including the removal and replacement of the roof and complete interior renovation. The shell of the building was hardened into a Category 5 Hurricane Shelter. The facility features classroom/training rooms, an auditorium, gymnasium as well as Police, Fire and Life Safety administrative offices. \$9.0 million.

Boca Raton Downtown Library, Boca Raton, FL – New library with an occupancy of 739. Library has various seating, study and reference areas. Private and open plan office space along with retail area, coffee bar, multi-purpose rooms, restrooms and circulation area. \$9.9 million.

Maltz Jupiter Theatre, Jupiter, FL — This project includes an upgraded Broadway-scale stage, an expanded orchestra pit, a state-of-the-art production center, a second 199-seat theatre, a new dining experience, and an enlarged version of the Goldner Conservatory of Performing Arts. \$29.3 million.

Miramar Cultural Arts Park, Miramar, FL — New construction of 49,000 square foot facility featuring an 800 seat state-of-the-art auditorium with three tiers and extensive acoustical ceilings and theatrical sound / lighting. Also includes a fine art ssrooms and state of the art banquet and kitchen facilities. \$18.5 galler

Page 163 millio



Jeff Zalkin has been involved in public sector projects for the past 23 years primarily focused on government facilities.

He understands the nuances of government and public safety facilities, more specifically each component of your project, and will be a point person working with the architect during preconstruction to ensure the final product meets all Highland Beach's project goals.

### **EDUCATION**

M.B.A., Florida International University

B.S., University of Florida

### **YEARS OF EXPERIENCE**

23

### PROJECT INVOLVEMENT

20%

# JEFF ZALKIN

### **DESIGN COORDINATOR**



### **RELEVANT EXPERIENCE**



### LIGHTHOUSE POINT FIRE STATION & EOC LIGHTHOUSE POINT, FL

16,100 S.F. | \$7.6 MILLION

New 3 bay, 2-story replacement fire station. The Category 5+ hurricane rated facility will house 24 firefighter/paramedics, two chief officers and will include 3 drive through emergency vehicle parking stalls, vehicle exhaust systems, individual sleeping quarters, storage, medical storage training room, decontamination area, kitchen and day room, office, generator and a meeting space on the second floor.

**Coral Springs Fire Stations \$43 & #95,** Coral Springs, FL — Simultaneous construction of two replacement fire stations, each featuring 3 bays. Included total demolition of both existing fire stations and new construction of two identical 8,000 s.f. fire stations. Included a commercial grade kitchen, and living quarters/dorm rooms, showers, lockers, and includes extensive sitework. \$6.5 million.

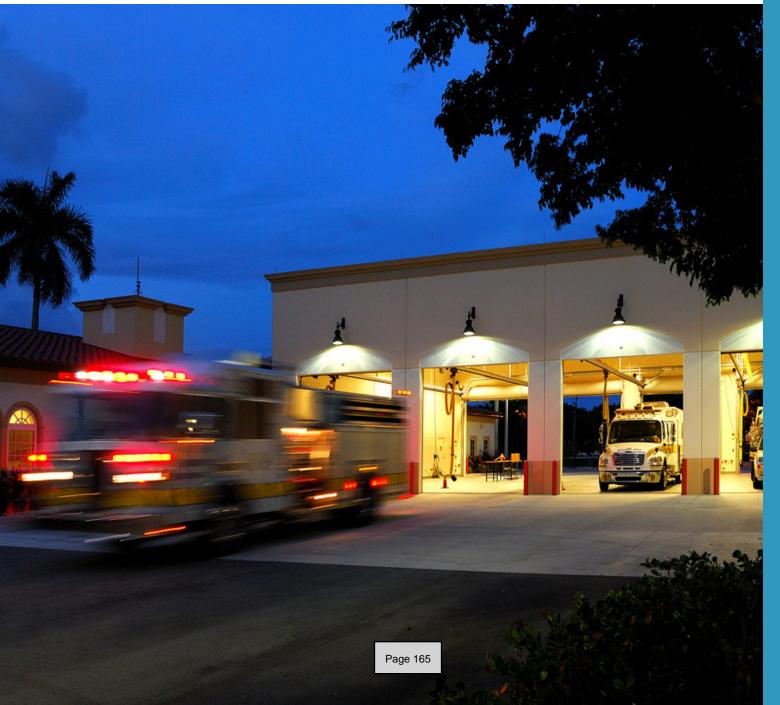
**Riviera Beach Fire Station 87,** Riviera Beach, FL —New construction of fire station using a HOT Zone facility layout complete with truck bays, sleeping quarters for rescue personnel, offices, and kitchen/dining area. \$15.0 million.

**Riviera Beach Fire Station 88,** Riviera Beach, FL — Design and construction of a two-story, 28,000 SF fire station using a HOT Zone facility layout. The project consists of four apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training fire tower, decontamination area and a fire operations center. \$16.6 million.

Miami Beach Fire Station #1, Miami Beach, FL – New construction of a 3-story 20,000 SF fire station with a 911 Emergency Call Dispatch Center, equipment bays, living spaces Page 164 , a kitchen, a gym, support facilities and associated parking ly in preconstruction. *LEED Gold*. \$6.5 million.



# PROJECT APPROACH, DEMONSTRATED SKILL SET & RELEVANT EXPERIENCE



# **SECTION A: PROJECT APPOACH**

For over 30 years, Kaufman Lynn Construction has been providing quality construction here in Palm Beach County. We specialize in public facilities, having successfully completed **hundreds of municipal and other public facilities** – **specifically Fire Stations**. We will be a **PROACTIVE PARTNER** bringing lessons learned and **INNOVATIVE SOLUTIONS** from the hundreds of similar projects, ten of which are featured on the following pages.

# **PROVEN TEAMWORK WITH PGAL**



We have built numerous facilities with your selected architect PGAL. As a matter of fact, we are just finishing an \$150 Million design-build project which demonstrates the great relationship the two firms have.

# **FIRE STATION EXPERIENCE**

**14** FIRE STATIONS IN SOUTH FLORIDA Currently, we have 4 fire stations either in preconstruction or the early stages of construction which means we not only know how stations have been built, but we understand how they are changing to be safer. This experience and knowledge will make a difference.

# **NEXT GENERATION SAFETY & PERFORMANCE**



With a long history of building fire stations, we have implemented and helped develop the latest construction and safety standards. KL will work with you to evaluate the various solutions and define the station that works best for Highland Beach.

# **TIGHT SITE SOLUTIONS**



We are located within minutes of the site and understand the constraints of building the new fire station without disturbing the nearby Town operations. We will be a partner with you to make the construction process as smooth as possible.

The following demonstrate the KL expertise and how we will make a difference in your new fire station.

### **SITE SOLUTIONS**

This is a tight site along a busy main road, and we understand that the Highland Beach Club and the Town Municipal Complex must not be disturbed during construction. The following are key solutions to some challenges to ensure we build your fire station effectively and minimize any impacts from construction.

### **NO TRAILER**

Given the tight site, we will work with the Town to identify space within the Municipal Complex so we do not occupy any space on-site for a trailer.

### **CONSTRUCTION PARKING**

Another challenge during construction is where the construction workers will park. Not the KL staff, but the many tradespeople that will be involved. There is not adequate parking on-site and KL does not want to take up precious parking needed for the Municipal Complex.

KL proposes to contact and rent parking from the nearby St. Lucy Catholic Church. We would use parking during the hours that are least used for the Church so it is a win-win for all parties and close enough to the new station to be an effective spot.

### **IMPLEMENTING HOT ZONES**

It is an unfortunate fact that Firefighters face increased risks due to the profession they chose. It is incumbent on us to build facilities that lower the interaction with contaminates.

At KL, we understand the risks and have worked hand-in-hand with architects to mitigate those risks. We are firm believers that the station should be designed beyond minimum NFPA 1500 standards and implement best practices from the numerous stations we have built.

To address the arrival of carcinogens in the building and prevent the inadvertent migration of contaminated materials within the structure, we must use a smarter way of setting up the stations. Elements of this approach include:

### **CONTAIN THE CONTAMINANTS**

All spaces that house apparatus, tools, equipment or personal protective equipment (PPE) used in emergency responses belong in the HOT Zone. Cleaning and equipment washdown will occur in the HOT Zone in spaces that are convenient and purpose built.

The apparatus bays, apparatus equipment storage, EMS storage, workroom, self-contained breathing





apparatus (SCBA) storage rooms, PPE storage room, decontamination area with commercial laundry and extractor are all considered part of the HOT Zone.

### SEPARATE OCCUPANTS FROM CONTAMINANTS

By consolidating all occupied spaces in the COLD Zone, we create a healthy living and working environment. These spaces are arranged to serve individual functions without concern for contamination. The COLD Zone spaces include administrative spaces, offices, workrooms, meeting rooms and associated spaces. All public spaces like lobbies, community rooms and public toilets are also part of the COLD Zone. Finally, all living and sleeping spaces like the day room, dining room, kitchen, exercise room, bunkrooms, lockers, toilets, laundry and dedicated janitor closet are also included.

#### **ADDITIONAL CONSIDERATIONS**

Common practices of storing the gear in open racks in the apparatus bays should be eliminated. This practice increases the exposure of the gear to further degradation by UV exposure and increased contamination by apparatus exhaust. It also allows the off-gassing of carcinogens into an open work environment, possibly including migration of the vapors into the living quarters.

#### **CONTROL CROSSOVER BETWEEN ZONES**

To limit the exposure to contaminants within the HOT Zone, opportunities for personnel movement between the HOT and COLD Zones should be controlled. Vestibules are a common method to provide a transition from one zone to another and can be closed off completely separating the zones. This also allow the air systems to transition from one zone to another

### FIRE STATION ZONE CONTROL

#### **Case Study: Lighthouse Point Fire Station**

Kaufman Lynn is currently finishing construction of the Lighthouse Point Fire Station 22 and has worked with the City and design team to refine the design to implement the latest safety techniques.

As you can see from the drawing below the station is set up to contain carcinogens in the HOT Zone (red) and include spaces for Laundry, Bunker Gear, etc., that is separate from the Apparatus Bay space itself. There are transition spaces (yellow) connecting the HOT Zone (red) to the COLD Zone (green) spaces ensuring proper transition eliminating cross containment. A best practice is having storage spaces are included to the Apparatus Bay but may also be accessed externally and are considered medium level risk; thus, are also coded yellow).

One key factor in the design which is a must in new Fire Station construction is the complete separation of the gear, laundry, and associated spaces from the living quarters. This is achieved by placing these spaces on the opposite side of the Apparatus Bay than the Living Quarters and is a key strategy in keeping potential contaminants away from Firefighters.



reducing the chance of cross contamination from the HOT Zone to the COLD Zone.

### **KEY COMPONENTS OF YOUR FIRE STATION**

#### **APPARATUS BAY CONSTRUCTION**

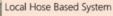
A major factor in the function of a fire station is the quality and durability of the apparatus bay. Successful construction of this area of the facility is not just about achieving a good-looking finished floor, but how it is built below that finished floor. The strength of the substrate is the key factor for a successful apparatus bay.



KL inspects and verifies every step of the construction, specifically the stabilized sub-base, rock base material, thickness and flexural mix of concrete with reinforcing steel of the apparatus bay construction.

### **TRANSITION APRON**

The weight of fire trucks can chip the edge of the concrete drive where the building meets the drive apron. This is often due to the change thickness which is often engineered by different engineers under the architect. KL will work with the design team and their engineers to provide a thickened apron slab at the building foundation in order to prevent chipping and cracking in the future.





First cost to purchase (3x cost)
 Replacement cost
 Apparatus location becomes fixed
 Potential injury risk

#### Building Dilution System

Lower first cost System automatically starts/stops Apparatus can move freely Replacement cost of filters
 Particulates not 100% removed

#### **EXHAUST SYSTEMS**

KL has built all kinds of truck exhaust systems and can utilize whichever system is preferred by the Highland Beach fire department. If there is not a preference or the team wants to evaluate other systems, KL will provide you with the initial cost, longterm cost, and functionality of all systems for your review and decision making.

KL provides extra attention to the apparatus bay substrate

construction to ensure a long-lasting floor is built to

withstand the weight of current and future trucks.

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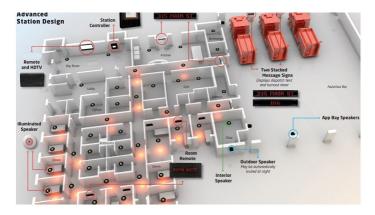
### **TECHNOLOGY COORDINATION**

A fire station is full of technology. Many of these systems will be provided by different vendors and possibly installed by different subcontractors. KL will take ownership of the process and coordinate all systems even if it is a direct purchase by the Town to ensure that when we turn over the facility it is fully functional and has been tested and commissioned.

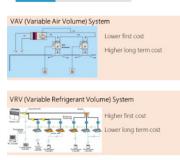
#### **DORM ROOMS**

A key satisfaction factor for firefighters has proven to be the ability to control the temperature in their own space. The traditional system (VAV) is one that just enables the control of air flow volume. The newer and preferred system by firefighters is the VRV system that allow temperature control at the room level.

In addition to the temperature control, items such as lighting, sound insulation, security/access control, and personal storage are all key factors in creating effective spaces for the fire fighters. One item to discuss is the use of motion sensors for lighting control in the dorm rooms – KL has found that many fire fighters do not like that solution as lights can turn on if the person moves around in th Page 169



#### DORM ROOMS





### **EQUIPMENT SELECTION**

Commercial grade equipment will be utilized in the facility and the weight of the some of the kitchen and laundry equipment may require reinforcing the foundation at that area.

Also, some of the equipment will be larger than standard opening so early product selection will ensure that the building is designed to be able to move in and out the equipment and handle the weight of it as well. These are just a few of the early preconstruction coordination efforts that KL will ensure that proper decisions are being made eliminating conflicts, change orders, and future issues post construction for the Town.



KL will take a proactive approach to making sure the building can handle the equipment that Highland Beach selects to ensure it works as expected.

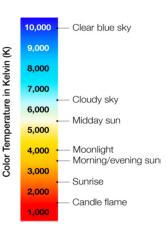
### **CIRCADIAN LIGHTING**

Circadian lighting is a lighting system designed to tap into the proven cycles our bodies follow each day (our circadian rhythm), based on the position, duration, and color of natural sunlight at any given time. Disruption of the circadian rhythm can lead to sleep deprivation in addition to many other severe health problems.

Firefighting work schedules require 24-hour coverage, 7 days per week, 365 days each year with most firefighters

working 24-hour shifts. Due to this type of work schedule, daytime sleep following night work is more difficult due to light streaming through windows. Circadian lighting is a proven solution that can be implemented to mitigate the effects of sleep deprivation and improve the quality of sleep you receive on or off shift, regardless of how little it is.

Installing circadian lighting in fire stations helps firefighters follow the natural sleep/wake cycles of the human body which strategically has the power to positively affect their health, alertness, productivity, and more. **The image to the right shows the type of light needed to keep the body's natural circadian rhythm:** exposure to bright, blue-rich white light during the day, and softer, amber hues at night.



**The image below is an example of circadian lighting inside a building**. The lighting direction, timing, intensity, color, wavelength and the aesthetic of light are all taken into consideration to create a solution that is suitable for the various tasks carried out within a building.



### **QUALITY CONTROL FOR FIRE STATION #6**

### **QUALITY CONTROL**

We believe a client is entitled to a building that is designed and built with care to last decades. Our proactive approach to quality and coordination assures that we consistently meet these goals and will meet these goals for Fire Station #6.

### A SPECIAL FOCUS ON PREVENTING WATER INTRUSION

Water intrusion is the #1 issue affecting the longevity of a building. We give our owners added assurance of a water-tight building by using an exterior envelope consultant to review projects for the integration of windows, roofing, exterior doors, paint, exterior stucco, etc. During construction, our consultant reviews the contract documents as well as performs visual inspections on "in-progress" installation procedures and again at final inspection to complement our existing quality control methods and processes. The findings are documented in written reports with photographs that are reviewed by the on-site project team in addition to the project executive. These reports include corrective actions taken or employed from the consultant's observations and discussions with subcontractors and the superintendent. At the conclusion of the project we turn over a complete book to the owner with a full description of what issues were addressed to ensure them of a superior building for years to come.



RL's "Building Better Building" program includes detailed inspections of the exterior building envelope leading to better indoor air quality, lower maintenance and a longer life of the building.

### LEVERAGING TECHNOLOGY FOR BETTER CONSTRUCTION

### **DESIGN COORDINATION**

Leveraging models early on during design phases increases engagement and allows people to ask the right questions. This in turn promotes better decision making for the project. We will take the lead in setting up the BIM models ensuring timely submissions from parties and creating specific merged models for the project team so that they can be leveraged for MEP, structural and architecture and interiors coordination. We archive consolidated models at every major design iteration and attend meetings with the BIM model on hand to assist with design reviews, target costing, schedule and constructability analysis.



MEP coordination integrated with the structural model eliminates possible obstructions during construction.

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### **SITE SAFETY FOR FIRE STATION #6**

### SAFETY IS PARAMOUNT AT KAUFMAN LYNN CONSTRUCTION

No matter the size or the scope of a project, the degree that we focus on safety never waivers. KL focuses on the safety of the workers as well as the surrounding community and we will ensure that these practices are implemented for Highland Beach's Fire Station #6.

### SAFETY EXTENDS OUTSIDE OUR CONSTRUCTION FENCE TO THE SURROUNDING COMMUNITY.

We are not only concerned with the safety of our workers, but we also want to make sure that pedestrians and motorists around the jobsite are kept away from hazards and have nothing to worry about. KL develops detailed maintenance of traffic (MOT) plans, establishing safe, clearly defined passage for individuals and vehicles around the site. KL is used to working in and around active campus environments and our keen approach to safety does not diminish when working on remote sites.



boots are required and enforced.



### **EXCEEDING STANDARDS FOR** SUPERINTENDENT SAFETY TRAINING AND OSHA CERTIFICATION

KL requires our superintendents to receive ongoing and advanced training certification to OSHA 30 requirements, well beyond OSHA 10 which is what most contractors require of their superintendents. This training includes fall protection, confined space, ladder safety, trench and excavation and a host of related safety matters to keep our team at the ready and certified in the latest and most innovative

practices. In KL's 33 years of business, we have never been fined by OSHA.

### SAFETY AS A CONDITION OF PREQUALIFICATION

Kaufman Lynn uses a third-party pregualification platform to determine the financial health and safety of its subcontractors. Lockton's Score System collects safety information from subcontractors and reviews the prior three years of EMR ratings and OSHA 300 logs, calculate TRIR and DART numbers, and issue a safety rating on a 0-5 scale. Any Subcontractors scoring less than 2.5 are flagged and further discussions are held to determine why the rating is low and what the Subcontractor is doing to improve their safety record.

### DEDICATED TO SUBCONTRACTOR SAFETY TRAINING

Training at KL extends to our subcontractor teams as well. We teach the safety techniques to our subcontractors at the Weekly Tool Box meetings. We gather the teams on the job site each week, review their current and upcoming project issues and discuss the safety measures that must be employed on the jobsite.

We also hold monthly project safety stand downs e project Page 172



team, raise awareness, and reward good practices. We like to catch workers in the act of using proper safety protocols and reward them in front of the entire team.

### SAFETY INFRACTION PROGRAM

While we try to catch workers in the act of being safe, and reward them, we still, occasionally, catch unsafe behavior. Those instances are corrected immediately, documented, and the worker's office is notified. Disciplinary action ranges from training and permanent removal from the jobsite for more severe violations, to training, corrective action and a fine to the subcontractor for less severe violations. Any fines collected are donated to a charity KL, the owner and design team have chosen at the beginning of the project.

### **INDEPENDENT SAFETY CHECKS AT ALL JOBSITES**

KL has hired an independent OSHA certified Safety Inspector to visit our jobsites, unannounced, at least once a month. He files a report which is reviewed by the project executive, and the project team with points and suggestions to be acted upon immediately. This Safety Action Plan is carefully reviewed for completion and correctness at the 24-hour point by the project executive who also shares the plan with the company president.

Any deficiencies are noted and corrected immediately followed by a report within 24 hours to show all items corrected and any required retraining performed.

### **ONGOING CRISIS MANAGEMENT TRAINING**

KL regularly reviews the crisis management plans with jobsite personnel to ensure that the right protocols and procedures are followed at all times. This plan is part of the standard training folder for all projects. Accompanying this plan each jobsite prominently displays emergency contact information and locations of nearest medical facility.

### **ROOT CAUSE ANALYSIS**

Though we go to great lengths to train our own staff and those of our subcontractors to work safely, incidents may occur. We use any incident, whether it involves injury or not, as a learning opportunity. Below are the procedures we follow in any incident to ensure the safety of the workers, the public, and property.

- 1. Determine if injury occurred and seek immediate medical attention.
- 2. Identify the hazard and secure the area to ensure no future injury or damage occurs.
- 3. Interview witnesses, determine the cause, and document, notify necessary parties, take corrective action.
- 4. Initiate incident reporting procedure.
- 5. Hold a job-wide safety stand down to retrain all workers on the incident that happened and how to avoid it.

The Incident Investigation Report KL creates outlines the details of the incident described above including corrective action taken, an accident analysis, photographs, the subcontractor's accident investigation report, and finally an attendance sheet of workers present at the safety stand down following the incident. Page 173



Our superintendents walk the jobsite with a trained eye on workers' adherence to safety practices. We like to "catch them do right" - and reward the safe behavior - but have a detailed safety infraction program in place for those instances when we witness unsafe behavior.

### Kaufman Lynn Construction 🔹 RFQ #22-001 Fire Station #6 CM at Risk 🧲 35

### **COVID-19 AND HEALTHY BUILDINGS**

On a daily basis we utilize our log tool in Procore to track every location each construction related personnel is working. This log can be distributed to The Town of Highland Beach automatically on a daily basis, providing the ability to quickly observe the work taking place and where exactly the work is taking place.

In the event that implementing our tracking protocol is required, we can break down the path each person took from arriving to work, taking breaks, and leaving work, down to each corridor of any building. This allows us to pinpoint our efforts of disinfecting if this need were to arise. In addition to our immediate Project Team's daily awareness of Covid Safety, KL brings in a 3rd party safety consultant for a weekly Covid Safety inspection. This allows



for additional trained safety inspectors to put more eyes on the methods of safety we have implemented and provide constructive feedback.

Kaufman Lynn Construction has implemented numerous additional safeguards at our construction sites to ensure crew safety and minimize exposure to COVID-19. We have new signage throughout the project, additional PPE requirements and enhanced cleaning protocol. We have deployed an independent inspector to visit the site weekly to ensure compliance with CDC guidelines. These inspections include assessing cleaning supplies, COVID-19 educational signage, restroom sanitizing, safe distancing of workers, the proper use of face coverings and other PPE. KL has also deployed thermometers and oxygen sensors to help personnel assess crew member wellness.

While safety has always been the top priority on the Kaufman Lynn jobsite, these additional measures have demonstrated our commitment to worker safety and have become a standard that other firms now follow.

## SAFETY IN ACTION: RESPONDING TO COVID-19



- Bi-lingual signs at entry to all jobsites
- Additional CDC posters in trailers and other public areas on hand-washing techniques and other safety reminders
- COVID-19 awareness hard hat stickers
- Face coverings and gloves required on site
- Online training for all job site personnel and staff
- Regular safety stand downs to review procedures and answer questions
- Extra hand washing stations and hand sanitizer locations
- <u>Toolbox talks about coronavirus for all job teams</u>
- One-way stairways to maintain social distance
- Extra fans inside buildings to keep air moving
- Dedicated clean up areas to sanitize shared tools
- Common areas, like picnic tables & portable toilets, sprayed regularly with bleach/water mist
- Adherence to CDC guidelines should personnel feel sick or have been near a suspected COVID-19 positive individual
- Limited food truck meals to pre-packaged items
- All company personal vehicles provided hand sanitizer
- Limited access to GC trailer, conduct meetings in open areas
- Additional resource library on safety measures, CDC information and social distancing guidelines

### **SCHEDULING FOR FIRE STATION #6**

All four components of the project - financing, design, community outreach and construction - need to work in tandem so that Fire Station No. 6 can open as desired. To keep everyone accountable and working towards the same objective we create and use a variety of schedules, each with its own emphasis and purpose:

- » **Master schedule:** The master schedule includes all activities from finance, design, community outreach, and construction.
- » **In-depth design and permitting schedule**: Incorporating a detailed breakdown of design activities and durations to allow for all required permits supports the design team in meeting critical milestones.
- » **In-depth construction schedule:** Throughout the construction process, we continue to evaluate and optimize the schedule through pull planning a collaborative process that promotes partnership with our trade contractors through an active, solutions oriented approach to scheduling and coordination
- » 2-week look-ahead schedule: The short term schedules are reviewed with subcontractors at weekly meetings to assure proper staffing onsite
- » **Catch-up schedule (if needed):** In the case of any delays we work with the subcontractors to create a specific plan how to overcome the delay.

### THE SCHEDULE AS A LIVING DOCUMENT

In order to be effective, schedules need to reflect what is occurring and incorporate new information as it becomes available. Therefore schedules are updated in real time as things occur. The master schedule is updated on a weekly basis and is reviewed with all parties including the Town, finance, design and construction teams to ensure the project is tracking for an on-time completion.



### Schedules Built Around Client Needs

Case Study: Simultaneous Built of Coral Springs Fire Stations #43 and #95

KL built two stations recently for the City of Coral Springs and they both were active Fire Stations prior to replacement. We provided on-site temporary facilities for the Fire Station 95 and fast-tracked the construction of that station. Fire Station 43 operations was moved off site due to the site constraints.

KL provided the City the options early in order for them to make the best plan for servicing the community while the new fire stations were being constructed and the final solution was keeping the site operational during construction as opposed to shutting them both down and forcing service relocations for both stations during construction. This proactive planning by KL helped the City's operations and saved them money finding two new sites to operate from.

At the request of the City of Coral Springs, all scheduled efforts to complete Fire Station #95 first were reversed to complete the second station, #43, ahead of #95. Our coordination and scheduling not only accomplished this but turned over both projects early.

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Kaufman Lynn Construction • RFQ #22-001 Fire Station #6 CM at Risk 🧲 37

# SECTION B: COST ESTIMATES & BUDGET CONTROL

### **CONTROLLING COSTS**

We always provide a first budget/estimate based on schematic plans and early specifications, it allows the Design Build team and the owner to know where we are and provides a baseline to course correct. Some critical subcontractor input and a complete quantitative analysis with graphical take-off is included at this point. We also perform a gap analysis to assure as best possible that no "holes" or "overlaps" are evident in the estimated amount. Based on overall cost at this point, we introduce Value Management options to assure the target budget is not exceeded.

### **OPTIONS ANALYSIS: SAVING TIME & COSTS WHILE MAINTAINING HIGH FUNCTIONALITY & QUALITY**

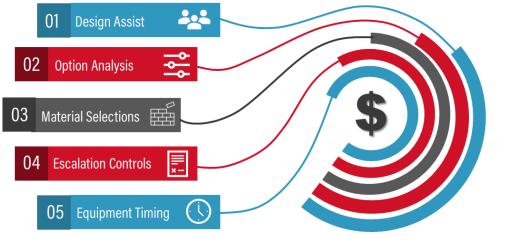
We do not just provide accurate and reliable cost data for specified items, but we proactively provide alternative approaches or "menu's" for different aspects of construction installations and means and methods. These options analyses can bring significant cost and time savings to the project while maintaining the high level of function and quality envisioned. We identify alternatives for systems, materials, equipment and their associated cost and time for evaluation and decision by the team. This on-going design menu log remains in place for discussion until the team agrees to discard or implement an item.

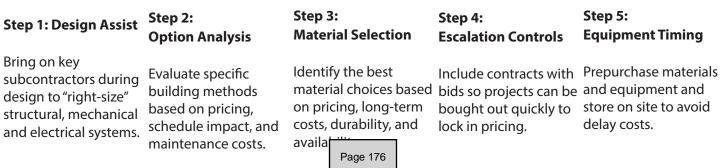
Utilizing our in-house multidisciplinary estimating capabilities, Kaufman Lynn Construction will guide the project team in making informed decisions in the evaluation of all options brought to the table.

### KL's proven, proactive approach to preconstruction, including the detailed scopes released to subcontractors and thorough analysis of bids, is the primary reason why we have an exceptionally low amount of contractor initiated change orders.

In the case of owner initiated change orders we conduct a full constructability review and then offer viable options and alternatives to reduce or even eliminate cost and schedule impacts of the requested changes.







The Kaufman Lynn Construction (KL) team has decades of experience building quality fire stations and we bring that knowledge and experience to the Town of Highland Beach. Our custom approach for the Highland Beach Fire Station #6 reflects our research and site exploration efforts that demonstrate the quality and attention to detail that KL will deliver.

As a project partner, Kaufman Lynn Construction will provide leadership through the preconstruction & design, construction and post construction phases of the project. We accomplish this by establishing clear goals of the team and the responsibilities of each team member towards achieving these goals. Kaufman Lynn Construction creates and frequently updates schedules that track the progress of team and establishes venues to promote a collaborative teamwork approach to defining best practices and quality, evaluating cost benefits or potential savings opportunities and general issue resolution. A detailed description of this process follows on the following pages.

### DESIGN REVIEW & ADDITIONAL ANALYSIS OF PLANS AND SPECIFICATIONS

As Construction Manager, our effort throughout the development of a project is as a design assist partner to the project team. We lend support to the design team through our "hands on" knowledge of constructability, pricing accuracy, market conditions, life cycle cost analysis, technical material and systems validation, energy efficiency vs. first cost analysis, schedule expertise, subcontractors and vendor selection, long lead and critical equipment procurement, LEED recommendations, and code experience, to name a few.

In addition, we act as the conduit of communication to all team partners during the life of the design process, because clear, concise and continual discussion and documentation are components to the success of the design stage.

### **REVIEW FOR CODE COMPLIANCE AND QUALITY**

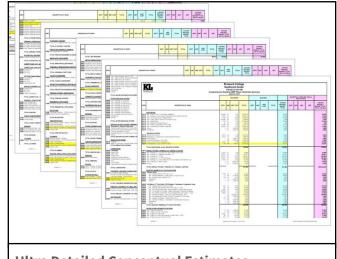
Because the review process is critical in establishing the quality of the project, we involve our

independent quality assurance/building envelope consultant in this process. Together we review the drawings and specifications from all design disciplines and all consultants. This review focuses on final code and zoning solutions, appropriate systems distribution, materials selected and the building envelope. (Please see Quality Control section below for more detail)

We also compare original design schemes and working drawings to inform the owner of changes that may exceed previously established budgets or life cycle expectations, we compare the owner's program vs. the design documents. We review plans and specifications with respect to completeness of the documents.

### **BUDGET ESTIMATING**

Based on the project program and planned budget the first budget/estimate will be based on schematic plans and early specifications. Some critical subcontractor design assist input and a complete quantitative analysis with graphical take-off will be included. Assumptions will continue to be made where appropriate and allowances established for items undetermined. Based on overall cost at this point, the introduction of Value Management options would come into play to assure the target budget is not exceeded.



**Ultra Detailed Conceptual Estimates** The conceptual estimated set the standard for the remainder of the estimates and are designed to provide the team actionable information. Subsequently, the design development phase will allow for a larger complement of subcontractor design assist input as we work towards a tighter cost parameter and begin identifying contingencies necessary within the project cost. And as more information is now available, the need for assumptions and allowances reduces. A gap analysis is done at this point to assure as best possible that no "holes" or "overlaps" are evident in the estimated amount and a complete review of Value Management options is conducted to adjust cost to within the target amount. Wish list items are also discussed for possible inclusion in the budget.

### **BIDDING/NEGOTIATIONS**

## EXPERIENCE & UNDERSTANDING WITH LOCAL SUBCONTRACTORS & BIDDING

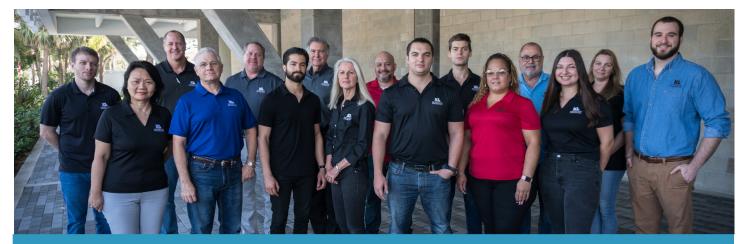
Kaufman Lynn Construction is a true South Florida contractor, headquartered in Delray Beach. We have

been serving the South Florida market for 33 years and South Florida remains our primary focus with over 75% of our work located in the tri-county area.

Our longevity and volume of work in the market means that we truly understand the area and have built a significant network of quality subcontractors. The fact that we are actively bidding work across multiple market sectors means that we are in constant contact with the subcontractor market and have current market pricing available. Our estimating team monitors commodities market trends through publications and subscriptions services so we can anticipate possible near future price escalations. We also get information directly from manufacturers for the primary building commodities such as concrete, drywall, asphalt, metal studs and steel so we can provide the most accurate cost estimates.

### IN-HOUSE COST ESTIMATING AND BIDDING STAFF RESOURCES AND CAPABILITIES

We have a 20-person in-house cost estimating team of senior estimators, line estimators and estimating coordinators. Our senior estimators have on average well over 20 years of experience. They are knowledgeable in all trades and have extensive subcontractor relationships in South Florida. The most important step in preparing a low bid that will result in a successful project is having the right subcontractors bid the project. Based on our experience and knowledge we know who to reach out to and invite to bid. Our goal is to have a minimum of five bids for every scope division. To accomplish this, we go through extensive outreach to generate market interest in the project. We then work with the individual trades one-on-one to assure that they understand the entire scope and don't miss anything on their bids. Working with the trades, we look for opportunities for possible substitutions or for potential gaps as we are working on the bid. We then submit RFI's during the bidding process to clarify any questionable items. This puts everybody on a level playing field and reduces the need for change orders after the award of the bid.



A dedicated team of 20 estimating professionals is ready to support the project the team to develop thorough estimates and thoughtful value of Page 178

# **SECTION C: UTILIZING BEST PRACTICE TECHNIQUES**

### **VALUE ENGINEERING REDUCING THE COST NOT THE DESIGN**

In the Kaufman Lynn Construction world, Value Engineering optimizes the allocation of projected funds (the budget) without reducing the guality of a project. Unlike many other construction managers, we do not simply try to find a cheaper product that "cheapens the design", we seek to find more economical but equal or better option that remains consistent with the project team's vision and life cycle limits.

### LIFE CYCLE COST ANALYSIS: MAKING SURE THAT "LESS EXPENSIVE NOW" DOESN'T TRANSLATE TO "HIGH LONG-TERM OPERATIONS COSTS"

Life Cycle Cost Analysis is an integral part of the value management process, providing an assessment of costs associated with each of the various options under consideration. Life cycle costs can be applied to any component of a facility, but generally focuses on the systems noted in the plumbing, mechanical and electrical plans and specifications.

A complete life cycle cost analysis will not only take into account the initial costs of equipment, materials and installation, but also the cost of the future re-installations in present dollars. This is an important point of clarification; if equipment for example has to be replaced every ten years, the costs of inflation that will take place between now and the last replacement needs be considered in the true life cycle cost of the product or system.

Utilizing our in-house multidisciplinary estimating capabilities, Kaufman Lynn Construction will guide the project team in making informed decisions in the evaluation of all options brought to the table.



### Saving Funds: Peter Bluesten Park

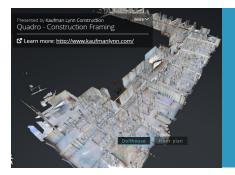
During the preconstruction phase, KL was heavily engaged throughout the value engineering process to help guide the design team with real time cost data. Our services and collaboration throughout the design process ensured that when construction began, our team was ready to build with an efficiency that resulted in a \$2.2 million cost savings. This value engineering helped the city move forward with construction without impacting the appearance or quality of the project.

### **CONSTRUCTABILITY ANALYSIS**

### **THINKING THROUGH THE "HOW"**

Ideally, we provide a constructibility analysis during the design-development stage, working with the design professionals to identify design to construction inconsistencies, dissimilar materials issues, installation sequencing voids, and options for systems and materials going into the final design. Through this operations led process, we analyze critical building components including roofing materials, mechanical systems, building envelope integrity, finishes, etc. After review, we provide the client a comprehensive listing of discoveries, with alternative solutions that incorporate the most cost effective approach for every area where there are alternatives to be considered. Further, we analyze specific project exterior conditions (i.e., location of activities, scheduled events, etc.) and include thoughtful recommendations to site logistics, traffic flow, staging and parking.

### **PROJECT CONTROL PROCESS, PROJECT MANAGEMENT SOFTWARE, AND CLOSEOUT METHODS**



COMMUNICATION is key. KL uses technology to document and share information in real-time with the whole team. The PGA Parcel 5A Building will benefit from our many ways of capturing and sharing information. From daily logs within our web-based Project Management System, Procore, by our Lead and MEP Superintendents to the utilization of cutting edge technology such as Matterport (3D Interactive Imaging), KL will share and preserve the information needed to build effectively. These 3D Interactive models also allow Fire Station #6 to manage the completed facility more efficiently and effectively.

#### **COMMUNICATION: KEEPING EVERYONE INFORMED AND INVOLVED**

Construction is a collaborative activity, pooling the knowledge and experience of many people. After an initial kick-off meeting, we suggest weekly meetings with the entire team for complete and accurate exchanges of information and maximum accountability. Kaufman Lynn Construction (KL) uses Procore, an on-demand construction software platform designed to facilitate document management and team communication. By hosting documents online, they are available to all team members. Owners have 24/7 access to contract documents, change orders, RFI's, meeting minutes, schedules and progress photos. All team members can access the information in real time (24/7) on their tablets, phones or computers



Our project management software allows owner's 24/7 access to all project information on multiple platforms.

to keep everyone up to date on progress. RFI's are tracked and users can easily see the status. Even more importantly the process of responding to an RFI is as simple as sending an email, which assures use of the software by team members.

However, we understand that not all interested parties in a construction project are part of the project team. Which is why we provide a weekly project "snapshot" to the client and design team. On a single page, we summarize accomplishments of the current week and provide a look-ahead for the next week. This provides an easy way for our client's to keep their associates informed and engaged.



# INFORMATION MANAGEMENT STARTS WITH TRUSTED LEADERSHIP, MUTUAL GOALS AND PARTNERING

KL begins providing feedback to all members of the project team early in the design process before concepts evolve to avoid any potential problems. We take full responsibility in performing the role of "leader" so that we may guide our owners through the entire construction management process. We start each project with a meeting to gather the team together to collaborate, discuss the scope of the project and clearly understand the owner's expectations. We then establish clear lines of communication and team goals with milestones marked at all critical stages. By using this method, each team member understands specific expectations being made of them and this results in the establishment of a partnering approach.

# **OPEN, FREQUENT COMMUNICATION AND ACCOUNTABILITY**

After the kickoff meeting, we will schedule weekly meetings with the owner and architect to provide complete and accurate exchanges of information and maximum accountability. During each weekly meeting, all vital project log information (shop drawings, procurement, RFI's, etc.) will be reviewed with all parties. If action is necessary, a task is assigned and placed on a master action plan including the party responsible for completing the task item as well as the expected date of completion. At the conclusion of each weekly meeting, the master action plan is reviewed to ensure that all parties know what they are responsible for and when the information is due. Each weekly meeting begins with a review of the previous week's master action plan to follow up and verify that the team has completed their tasks and to determine the next logical steps in the best interest of the project.

# DISTRIBUTION OF INFORMATION/RECORD KEEPING

KL provides detailed and accurate record keeping in accordance with our Owners' objectives. We use the latest construction software in the industry for accounting (Timberline), project management (Procore) and scheduling (P6). We train our staff in every program and continue training to ensure proficiency for all future updates. Our information management processes have allowed us to complete our jobs early or on time and within or below budget and provide the owner with accurate current information when they want it. We assign a project accountant to every project facilitating the direct communication between financial staffs which frees our job site project manager to devote more time to building the building. Matching subcontractor forms to the standard forms used by the owner creates a smooth monthly facilitation of paperwork.

# TRANSPARENCY AND ACCOUNTABILITY FOR CLEAN AUDITS

While KL has always been noted for our transparent accounting processes, we have increased the detail of our monthly reporting to make it easy for accounting departments and auditors to review our project documentation and verify contract compliance specifically with regards to payroll, buyout savings and use of General Conditions.

Every pay application is accompanied by a Contractor Status Report and a Labor Report. The Contractor Status Report is a snapshot of where the project is at the moment in terms of schedule, outstanding items, RFIs and amounts billed to date and for the time period at hand. The labor reports are a summary of the supervision hours worked on the project by superintendent, project manager, senior project manager, coordinator and others if applicable. The summary is backed with the actual time cards of each individual.

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# IN-HOUSE TECHNOLOGY EXPERTISE

Kaufman Lynn has an in-house BIM department with specialists who are actively researching, testing, and implementing solutions for our clients. As both construction and applied software specialists, the KL BIM department has a suite of tools to address the everyday unique solutions that present themselves during the design validation and construction phases. We have the technical skills to develop our own BIM models and apply BIM specific workflows as opportunities emerge.

Our capabilities include:

- BIM execution planning for your design team, construction and operations
- 3D MEP coordination and issue resolution (BIM 360 Glue to Navisworks)
- 3D modeling (Revit, AutoCAD, Rhino 3D, Sketchup and Infraworks)
- Laser scanning (Matterport, Leica, Faro, Recap 360)
- 4D sequencing (Synchro or Navisworks)
- Virtual reality mockups and virtual tours (Fuzor, HTC Vive, Oculus Rift)
- 3D estimation (Assemble Systems, D Profiler)

# **USING TECHNOLOGY TO COORDINATE TRADES**

A reliable BIM execution plan that is aligned with project delivery needs helps facilitate quick and confident decision making by project stakeholders. We have a deep understanding of how BIM applications during the design phases translate to the construction phases. Our BIM department becomes an extension of your design team day one to ensure we implement the specific technological use cases identified for this project. We supply the BIM group with processes and procedures on our weekly BIM meetings to ensure accountability and a proper follow through on all proposed BIM workflows for this project.

# **COMMUNICATION MANAGEMENT SYSTEMS**

KL utilizes a variety of other construction specific information software platforms to increase efficiency and information management. They are:

# NAVISWORKS MANAGE - BUILDING INFORMATION MODELING (BIM)

KL has been using BIM via Navisworks Manage. During pre-construction, we are able to utilize the 3D model and extrapolate data, view the design intent in context, and obtain quantities, which allows us to provide critical feedback to the client and design team with regards to cost and constructability. Using this data allows us to critically evaluate subcontractor estimates and hone in on quantity issues or indentify scope gaps. For example, at MDC Academic Support Center, during preconstruction we noted that continuous linear diffusers were implied, but not fully detailed. Knowing the intent early prior to entering a subcontractors scope of work. Navisworks allows us to import information from several platforms, including CAD files, digital photos (jpegs), and PDFs allowing us to overlay documents together to analyze information related to the project.

# P6 – SCHEDULING

While all project managers and superintendents receive P6 training, a full time internal scheduler works with each team to develop schedules. Not only assures this high level use of the software, but also helps the project teams to think through the sequencing and learn from other projects.

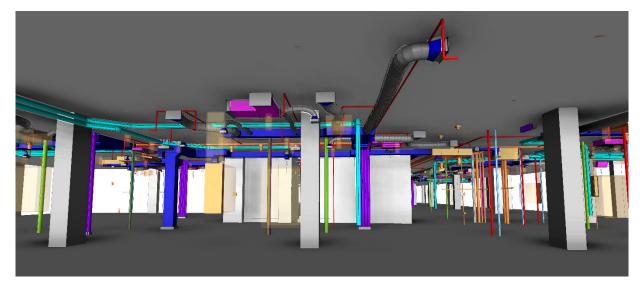


### **TIMBERLINE – ACCOUNTING**

Accounts Payable, Accounts Receivable, General Ledger, and Job Cost comprise the backbone of this integrated financial and operations construction management solution. Built-in and customizable reports provide big-picture views and drill-down details, giving you the insight to make timely and well-informed decisions.

# SUBCONTRACTOR MEP COORDINATION

The BIM execution plan will continue to grow to cover the specifics in the construction phases such as information sharing, subcontractor model development, MEP coordination standards, BIM signoff schedule, as-builts and close out deliverables. We maximize opportunities to increase prefabrication by working closely with our trade partners to create shop drawings derived from BIM models. We utilize Navisworks to perform clash detection, constructability, and visual checks. This BIM coordination is aligned with the concrete pour schedule to ensure all MEP penetrations in the slab are accounted for prior to concrete placement. We integrate BIM coordination dates into the schedule and tie them to MEP rough-in activities allowing us to fine-tune our coordination efforts as the schedule develops.



# **Coordination Zones:**

1. Underground MEP

- From day one we focus heavily on civil and major utility connections to the building. Coordinating foundations with large conduit runs and plumbing systems helps us hit our marks with slab on grade penetrations.
- 2. Elevated Slab Penetrations
  - Prior to coordinating horizontally, we lay out all sleeves and identify them in the model and then send that information to the field prior to concrete placement. From there we coordinate MEP horizontally to quickly resolve any potential duct and plumbing issues.

3. Overhead and Ceiling Interspatial

- Mixed-use facilities present unique challenges when it comes to placement of MEP systems, since the floorplans are vastly different from level to level. We leverage BIM to cleanly route MEP systems ensuring higher ceiling heights and systems that are easily accessible for future maintenance.
- In some instances, early integration of the process has been able to reduce overall building heights, lightened the structure, and saved costs that would be register to reduce overall building heights, lightened

# FACILITIES MANAGEMENT AND INTERACTIVE DOCUMENTATION

The key challenge for owners developing a facilities maintenance program is keeping track of the numerous OEM manuals, as-built documents and asset information required for preventive maintenance. We've found that BIM technologies have substantially benefited design and construction teams to deliver a project, but the information that is created is cumbersome for owners to access and use as part of their efforts to manage and maintain their facilities. To solve this, we've developed an innovative solution that we call "Interactive Documentation" which enables you to visually interact in 3D with your facilities, allowing you to quickly locate information that is important to your facilities team. You can easily tag the 3D model of laser scans to store punch lists, contact information, asset data, operation manuals, list Information, various PDFs, pictures, videos and external websites and much more. More importantly, this solution does not require any high end computers and expensive software. All information can be accessed from your mobile phone, ipad or standard laptop.





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# PUNCH LIST MANAGEMENT AND CLOSE-OUT

Prior to building commissioning and final equipment start-up, we review all systems with the respective vendors technical team to review the proper sequencing, interface and controls. As we instruct and train the owner's personnel on the building systems and controls, we videotape all meetings and demonstrations for archiving and future use their staff and new maintenance personnel.

The management of the punch list is really an extension of our quality control program which includes a pre-installation meeting with subcontractors to review submittals, specifications and materials as well as three stages of inspection:

**INITIAL INSPECTION:** Before a subcontractor proceeds with their scope, we have them prepare a mockup area. Once inspected and approved by our team this mock-up area becomes the control sample for all later work.

**IN-PROGRESS INSPECTIONS:** Our superintendent and quality control consultant conduct ongoing inspections of work put in place.

**FINAL INSPECTION:** Before a subcontractor is "dismissed" from the site, our superintendent and/or quality control consultant perform a final inspection and note any deficiencies.

Any open items that are identified during any of these inspections are tracked on an "open deficiency log" and are reviewed at weekly subcontractor meetings. Using this approach means that most items are corrected before they get to the punch list.

As we approach substantial completion, we prepare a completion list that spells out everything that still needs to be completed or corrected on a room by room basis. The list is posted in each room for easy reference by the subcontractors. The complete list is also available to the entire project team on Procore. Once all items on the list have been completed, the project manager and superintendent walk the entire project and prepare an internal punch list, which again is tracked in Procore. Once this internal list is marked complete, the Project Executive performs a final review. Only then do we ask the owner and architect to prepare a punch list. All items identified in the official punch list are transmitted to the subcontractors who have a contractually specified number of days to complete the items.

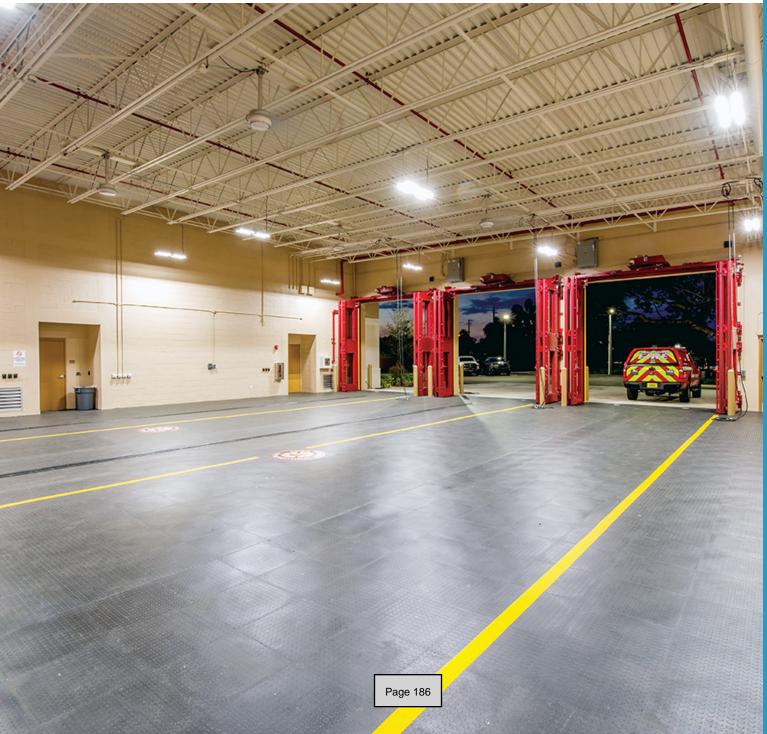
# **CLOSE OUT/WARRANTY**

Kaufman Lynn Construction's project closeout does not end with the Certificate of Occupancy. We stand behind our work. Prior to the warranty expiration periods, our project manager sets up a walk through with the owner's staff to identify items in need of warranty repairs. In addition, due to our corporate philosophy of being an extension of our owners' staff and our desire for long term relationships, Kaufman Lynn Construction has a history of taking care of its clients and projects after the warranty period expires.

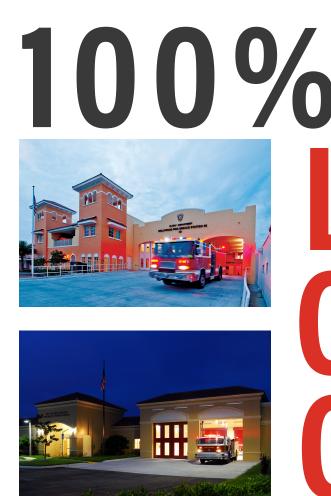
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# Tab 5 LOCATION OF PROPOSER'S OFFICE



# TAB 5: LOCATION OF PROPOSER'S OFFICE







Kaufman Lynn Construction's Headquarters Florida office is located in Delray Beach. As a local contractor, we pride ourselves on our relationships with the area's top subcontractors in every trade. Over our 33 years of building high-quality local buildings, we understand how the effectiveness and speed at which all parties are able to operate ensures the right decision makers are kept involved throughout the project. Our entire management approach is focused on fulfilling the objectives of our clients and our relationships with the local subcontractor base will benefit the Town of Highland Beach from day one.

**KL Headquarters Address:** 3185 South Congress Avenue Delray Beach, FL 33445







# **CM at Risk Team**

All Construction Team Members are based in Palm Beach County

# PALM BEACH COUNTY LOCAL BUSINESS TAX RECEIPT



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264

\*\*LOCATED AT\*\*

3185 South CONGRESS AVE DELRAY BEACH, FL 33445

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	KAUFMAN MICHAEL I	CGC021732	B21.561418 - 07/19/21	\$27.50	B40105457

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA PALM BEACH COUNTY 2021/2022 LOCAL BUSINESS TAX RECEIPT

# LBTR Number: 200515138 **EXPIRES: SEPTEMBER 30, 2022**

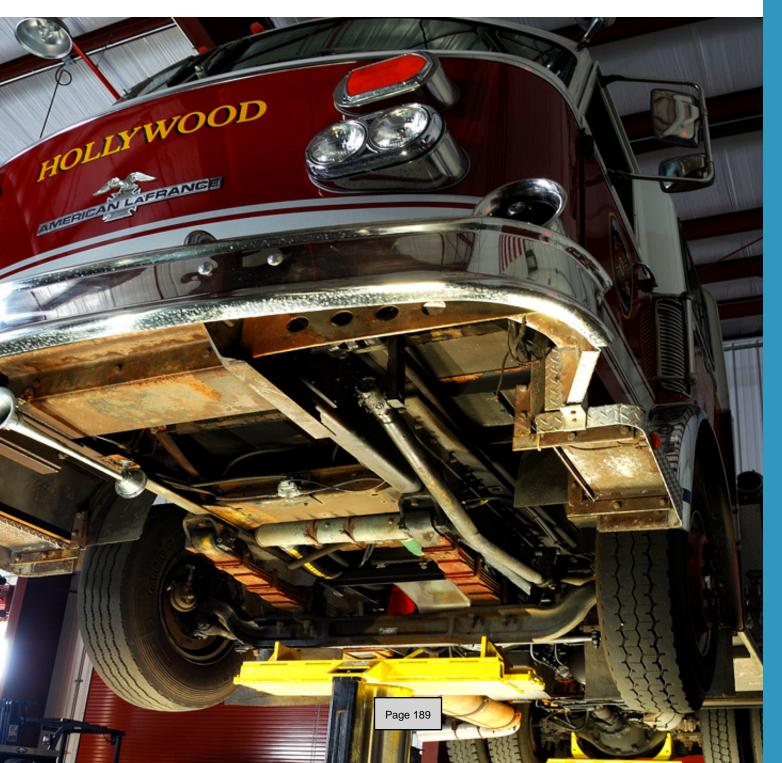
This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



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KAUFMAN LYNN CONSTRUCTION INC KAUFMAN LYNN CONSTRUCTION INC 12 3185 S CONGRESS AVE DELRAY BEACH FL 33445-7324 վիրությեն հենդերին են կանգրություններին ներաներին

# Tab 6 PREPARATION OF THE RFQ



### PROPOSER ACKNOWLEDGEMENT

Submit RFQ's to: Clerk's Office 3614 South Ocean Blvd. Highland Beach, FL 33487 Telephone: (561) 278-4548

RFQ Title: "FIRE STATION #6 CONSTRUCTION MANAGER at RISK"

RFQ Number: 22-001

RFQ Due: March 25, 2022, NO LATER THAN 2:00 P.M. (LOCAL TIME)

Qualification Statements will be publicly opened and recorded for acknowledgement of receipt, unless specified otherwise, on the date and time indicated above and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFQ shall conform to applicable sections of the charter and codes of the Town.

Name of Proposer: <u>Kaufman Lynn Construction</u>, Inc.

Federal I.D. Number: 65-0098115

A Corporation of the State of Florida

Telephone No.: (561) 361-6700

Mailing Address: 3185 South Congress Avenue

City / State / Zip: \_\_\_\_\_ Delray Beach, FL 33445

E-mail Address: \_jzalkin@kaufmanlynn.com

Authorized Signature

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### CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

# PALM BEACH COUNTY INSPECTOR GENERAL

# ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Kaufman Lynn Construction, Inc. CONTRACTOR NAME

By Michael I. Kaufman

Title: \_\_\_\_\_President / CEO

Date: <u>3/23/2022</u>

# **CERTIFICATION PURSUANT TO FLORIDA**

# **STATUTE § 287.135**

I, Michael I. Kaufman, President/CEQ on behalf of Kaufman Lynn Construction, Inc. certify

Print Name and Title

Company Name

that Kaufman Lynn Construction, Inc. does not:

**Company Name** 

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List; and

5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false, certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the Town from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kaufman Lynn Construction, Inc.

COMPANY NAME

Michael I. Kaufman

PRINT NAME

SIGNATURE

President / CEO

TITLE

# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by: Michael I. Kaufman, President / CEO

(Print individual's name and title)

For: Kaufman Lynn Construction, Inc.

(Print name of entity submitting sworn statement)

Whose business address is: 3185 South Congress Avenue, Delray Beach, FL 33445

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0098115

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person.

A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or apples to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, Х executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMONT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: 3/23/2022

STATE OF Florida

COUNTY OF Palm Beach

Signature

The foregoing instrument was acknowledged before me this <u>23rd</u> day of <u>March</u> 2022, by, as Michael KAUMAN, CED (title) of Kaufman Lynn Construction, Inc(name of company), on behalf of FIORINA (OLDVATION) (type of entity).

 $\checkmark$  who is personally known to me,

 $\Box$  who produced\_

\_\_\_\_as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed expressed.

(Notary Seal)



Alexa Calminer
400 Amerine
Print Name
NOTARY PUBLIC-STATE OF <u>FL</u>
My Commission Expires:
Commission No.

# ADDENDA ACKNOWLEGEMENT

TOWN OF HIGHLAND BEACH FLORIDA

# RFQ TITLE: "FIRE STATION #6 CONSTRUCTION MANAGER at RISK"

RFQ NO.: 22-001

DATE SUBMITTED: March 25th, 2022

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract Documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

RFQ

RFQ No.: 22-001 FIRE STATION #6 CONSTRUCTION MANAGER at RISK

# SCHEDULE OF SUB-CONSULTANTS

The Undersigned Respondent proposes the following sub-consultants for the Project. The Respondent is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultants, if necessary. If not applicable or if no-sub-consultants will be used in the performance of this Work. please sign and date the from and write "Not-Applicable" or "NONE" across the form.

Signature\_

Title/Company\_

contracts of a similar nature, or who has not demonstrated the necessary capability (financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to reject any sub-consultant who has previously failed in the proper performance of an award, or failed to deliver on time, Owner reserves the right to inspect all facilities of any sub-consultant in order to make a determination as to the foregoing.

Date:

25

# **GENERAL CONTRACTOR'S LICENSE**



ACORD <sup>®</sup> C	ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E 2/28/2023		(mm/dd/yyyy) /2022
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).									
PRODUCER Lockton Companies	0 110	0011		CONTA		·,·			
1185 Avenue of the Americas, S	uite 2	2010		NAME: PHONE			FAX		
New York NY 10036				A/C, No E-MAIL ADDRE	o, Ext):		(A/C, No)	:	
646-572-7300				ADDRE					
								NAIC #	
				INSURER A: LM Insurance Corporation INSURER B: The First Liberty Insurance Corporation			33600		
1456122 Kaufman Lynn Construction, In	c.								33588
3185 S. Congress Avenue Delray Beach FL 33445							nal Assurance Compa	ny	10690
Dellay Beach PE 55445						<u>EE AI IAC.</u>	HMENT ***		
				INSURE					
					RF:			3737	
			NUMBER: 1832418	-			REVISION NUMBER:		XXXXX
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPI D HEREIN IS SUBJECT	ст то	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
A X COMMERCIAL GENERAL LIABILITY	Y	N	TB5-Z51-291934-022		2/28/2022	2/28/2023	EACH OCCURRENCE		00,000
CLAIMS-MADE X OCCUR	1		103-231-291934-022		212012022	2/20/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	
X \$0 Deductible							MED EXP (Any one person)	\$ 10,0	)
							PERSONAL & ADV INJURY		00,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000
							PRODUCTS - COMP/OP AGG	. ).	00,000
							PRODUCTS - COMP/OF AGG	\$ 7,00	00,000
AUTOMOBILE LIABILITY	Y	N	AS5-Z51-291934-032		2/28/2022	2/28/2023	COMBINED SINGLE LIMIT (Ea accident)		00.000
	Y	IN	A33-231-291934-032		2/20/2022	2/20/2023	(Ea accident) BODILY INJURY (Per person)		00,000 VVVVV
OWNED SCHEDULED							BODILY INJURY (Per accident		XXXXX
AUTOS ONLY AUTOS X HIRED X NON-OWNED X AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE		XXXXX XXXXX
AUTOS ONLY AUTOS ONLY							(Per accident)		XXXXX
			0011 5000		2/20/2022	2/20/2022		-	
	Y	N	0311-7332		2/28/2022	2/28/2023	EACH OCCURRENCE	/	000,000
OLAIMO-MADE	-						AGGREGATE	-	000,000
DED X RETENTION \$ 10,000		N					X PER OTH- STATUTE ER	\$ XX	XXXXX
B AND EMPLOYERS' LIABILITY Y / N		N	WC6-Z51-291934-012		2/28/2022	2/28/2023		1.0	00.000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT		00,000
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYE		
If yes, describe under DESCRIPTION OF OPERATIONS below			~				E.L. DISEASE - POLICY LIMIT	\$ 1,00	00,000
D See Attached	N	N	See Attached		2/28/2022	2/28/2023			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: RFQ # 22-001 Fire Station #6 located at 3612 South Ocean Boulevard, Highland Beach, FL 33487. Town of Highland Beach is included as an additional insured on the general liability, automobile liability and umbrella/excess liability policies as required by written contract.									
CERTIFICATE HOLDER				CANO	ELLATION	See Atta	chments		
18324186       Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.         3614 SOUTH OCEAN BLVD.       HIGHLAND BEACH FL 33487									
						1 lild	Ge Conf	1	
ACORD 25 (2016/03)	Т	he A	CORD name and lo	ge 200		988-2015 AC s of ACORD	ORD CORPORATION.	al rigi	nts reserved.

# **Carriers**

LOB	Eff Date	Limits	Carriers	Policy#	Ded
Excess Layer 1	2/28/2022- 2/28/2023	Ea: \$15,000,000 Agg: \$15,000,000 Ea: \$10,000,000 Agg: \$10,000,000	The Ohio Casualty Insurance Company	ECO (23) 57718548	
Excess Layer 2	2/28/2022- 2/28/2023		Gemini Insurance Co.	CEX09604359-01	
Excess Layer 3	2/28/2022- 2/28/2023	Ea: \$15,000,000 Agg: \$15,000,000	Endurance American Specialty Insurance Co.	ELD30003990601	
CPPI (Professional & Pollution)	2/28/2022- 2/28/2023	Ea: \$10,000,000 Agg: \$10,000,000 Ret: \$250,000	Steadfast Insurance Co.	EOC 7560174-00	
Property & Equipment	2/28/2022- 2/28/2023	Listed: \$325,000 Unlisted: \$25,000 Leased or Rented Items: \$250,000	Zurich American Ins Co.	CPP0111634-07	\$5,000



March 25, 2022

Town of Highland Beach Town Hall 3614 South Ocean Blvd. Highland Beach, FL 33487

RE: Kaufman Lynn Construction RFQ No. 22-001 Fire Station #6 Construction Manager at Risk

To Whom It May Concern:

We are pleased to share with you our favorable experience and high regard for Kaufman Lynn Construction, Inc. Kaufman Lynn has a 30-year track record for outstanding performance on a wideranging scope of projects for public and private owners. We routinely receive positive feedback from bond holders regarding the company's ability to deliver high-quality projects on time and on budget.

Hartford Fire Insurance Company provides surety bonds on behalf of Kaufman Lynn Construction, Inc. for single projects over \$175 Million and an overall program in excess of \$600 Million. Kaufman Lynn has available bonding capacity in excess of \$350 Million.

Hartford Fire Insurance Company is A.M. Best rated A+ XV and listed on the Department of Treasury's Listing of Approved Sureties with an underwriting limitation of \$991,602,000 on a per bond basis. Hartford Fire Insurance Company is licensed to do business in the State of Florida.

Hartford Fire Insurance Company is prepared to consider providing on their behalf payment and performance bonds for the above referenced project in an amount equal to or greater than one hundred percent (100%) of the estimated construction cost. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Kaufman Lynn Construction, Inc.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between Kaufman Lynn Construction, Inc., and Hartford Fire Insurance Company.

Sincerely, Kathleen M. Coen Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-11 One Hartford Plaza Hartford, Connecticut 06155 Bond Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC Agency Code: 39-427620

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
 Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
 Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
 Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
 Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Indiana
 Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Kathleen M. Coen, Louis J. Bensinger, Gary J. Giulietti, Renee Hugar, Tammy L. Orehek, Holly Tallone, Julia Zalesky of BLUE BELL, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins, Assistant Secretary



ss. Lake Mary

### COUNTY OF SEMINOLE

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



cione

Joelle L. LaPierre, Assistant Vice President

Jessica Ciccone My Commission HH 122280 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 25, 2022

Signed and sealed in Lake Mary, Florida.



# Tab 7 EXHIBITS & ATTACHMENTS



# LEED

We understand that Highland Beach Fire Station #6 will be built as a sustainably conscious project, built in an area of frequent public foot traffic and coastal environment considerations. Our team is prepared to achieve the goal of a sustainably conscious build. KL knows that "Green" solutions can greatly reduce the operating costs of a new facility and may be desirable even if they require higher initial costs. To find the best overall solutions for our clients, we start the process to sustainable design and construction with a 'question and answer' workshop with LEED accredited

in-house professionals and your staff. This conversation allows us to set meaningful and affordable goals and objectives. Whether the goal is to achieve LEED certification or not, we provide our clients a host of energy saving suggestions as well as alternative systems as part of Kaufman Lynn's Standard Operating Procedures.



Our team of 18 LEED Accredited Professionals and LEED Green Associates has experience evaluating strategies, implementing practices, finding resources and weighing cost/benefits for each option to blend budget decisions with energy efficient, environmentally-friendly construction.

**Kaufman Lynn has completed 27 LEED certified projects**, including LEED Silver and LEED Gold Projects. Some of our projects that have achieved LEED Certification are as follows:





**MIRAMAR WEST CENTER** 



COCONUT CREEK PUBLIC WORKS BUILDING



HOLLYWOOD BEACH SAFETY COMPLEX



**BOCA RATON FIRE STATION #5** 





**ST. MARK'S EPISCOPAL CHURCH & SCHOOL** 



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# FIRE STATION EXPERTS

CITY OF HOLLYWOOD FIRE RESCUE STATION NO. 31

# BUILDING SAFE COMMUNITIES





# **ABOUT US**

Since 1989, Kaufman Lynn Construction (KL) has built high-quality buildings and long-lasting client relationships. Headquartered in South Florida, KL has over 200 employees.

Guided by our values of Integrity, Ingenuity and Initiative, KL is committed to the success of our clients and our local community. KL's "client first" philosophy has resulted in a company culture that requires everyone to do whatever it takes to get the job done right.

We consistently deliver superior construction projects by relentlessly advancing each client's vision, beyond their expectations. You have our commitment and dedication to ensure the public trust is kept.

# **SUSTAINABILITY**

The Kaufman Lynn Construction team knows how to build sustainably and we are all about advancing green building initiatives. Even if the project doesn't call for any additional certifications, we build to an environmentally sustainable standard. Our team of construction professionals have delivered projects that have received various levels of LEED certifications.







# WE KNOW FIRE STATIONS



# **OUR EXPERIENCE**

Fire stations present unique challenges that not every commercial contractor has the expertise to address. As the leading fire station builder in South Fliorida, we have the experience to help construct the perfect building for firefighters, trucks, equipment and more.

From vehicle sizes, to living quarters, to lighting and flooring within the station, KL brings the knowledge gained from our successful fire station builds to every project. We create smart solutions for the firefighters, such as hot zones, circadian lighting and armor turf, to ensure their health and safety.

# **14** FIRE STATIONS IN SOUTH FLORIDA

KL works closely with each municipality, involving them from start to finish, in order to understand their goals so that we can exceed them and make sure every detail of the project is perfect. *The following page highlights our project experience.* 

# **LOCAL EXPERTS**

KL is a LOCAL South Florida based construction company that has a proven track record delivering fire station projects utilizing different methods such as CM at Risk, Design Build and Design Build Finance. We are a proactive partner and bring lessons learned allowing us to offer cutting edge solutions for every fire station project.

Having built 14 fire stations in South Florida, KL understands the nuances of these type of facilities and incorporate best practices to ensure every fire station functions from day one and works well for many decades. We inform and discuss important topics with our clients such as new, evolving technology that benefit the health of the firefighters. Hot zones, circadian lighting and armor turf are three main concepts that KL advises their clients about and which can be included in any fire station project.

# **TRUSTED BY LOCAL FIRE DEPARTMENTS**

Kaufman Lynn is a trusted contractor by many different fire departments in South Florida, some of which we have had the opportunity of building multiple fire station facilities for. Below are a few examples.













# IMPLEMENT HOT ZONES



# **ISSUE OF CARCINOGEN EXPOSURE**

The exposure to carcinogens is not restricted to the scene of the fire. Materials settle on the uniforms and equipment and are carried back to the station. To address the arrival of carcinogens in the building and prevent the inadvertent migration of contaminated materials within the structure, stations must be set up smarter.

# **CONTAIN THE CONTAMINANTS**

All spaces that house apparatus, tools, equipment and personal protective equipment (PPE) used in emergency responses belong in the HOT (*Red*) Zone. Cleaning and equipment washdown will occur in the HOT Zone in spaces that are convenient and purpose built. The apparatus bays, apparatus equipment storage, EMS storage, workroom, self-contained breathing apparatus (SCBA) storage rooms, PPE storage room, decontamination area with commercial laundry and extractor are all part of the HOT Zone.

# SEPARATE OCCUPANTS FROM CONTAMINANTS

We can create a healthy living and working environment by consolidating all living spaces in the COLD (*Green*) Zone. These spaces are arranged to serve individual functions without concern for contamination. The COLD Zone spaces include administrative spaces, offices, workrooms, meeting rooms and associated spaces. All public spaces like lobbies, community rooms and public toilets are also part of the COLD Zone. Finally, all living and sleeping spaces like the day room, dining room, kitchen, exercise room, bunkrooms, lockers, toilets, laundry and dedicated janitor closet are also included.

# **ADDITIONAL CONSIDERATIONS**

Common practices of storing the gear in open racks in the apparatus bays should be eliminated. This practice increases the exposure of the gear to further degradation by UV exposure and increased contamination by apparatus exhaust. It also allows the off-gassing of carcinogens into an open work environment, possibly including migration of the vapors into the living quarters.

# **CONTROL CROSSOVER BETWEEN ZONES**

To limit the exposure to contaminants within the HOT Zone, personnel movement between the HOT and COLD Zones should be controlled. Vestibules (*Yellow*) are a common method to provide a transition from one zone to another and can be closed off completely to separate the zones. This also allow the air systems to transition from one zone to another, reducing the chance of cross contamination from the HOT Zone to the COLD Zone.



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# SLEEPING SOLUTIONS -



# **ISSUE OF SLEEP DEPRIVATION**

The lack of restful sleep can make firefighters more vulnerable to illness and stress related diseases. Lighting, sounds such as emergency alerts and temperatures within the facility can affect quality of sleep. Offering solutions that have been proven to help firefighters to relax and combat sleep interruption is of the upmost importance.

# **CREATING A COOL ATMOSPHERE**

The ability to control the temperature significantly affects satisfaction ratings from firefighters. That is why VRV (Variable Refrigerant Volume) systems are highly recommened for fire stations. This system cools and dehumidifies the common spaces and sleeping quarters and also allows temperature control at the individual room level. Additionally, VRV systems are energy efficient which can cut overall costs for the fire station.

# **PROTECTING SLEEPING FIREFIGHTERS**

Many fire stations use motion sensor detecctors inside shared dorm rooms. These sensors cause sleep disturbance for firefighters as many have reported that the lights turn on while they are tossing and turning in their sleep. To prevent and protect firefighters, removing these motion sensors is recommended to prevent these disruptions.

# **HELPING FIREFIGHTERS WITH CIRCADIAN LIGHTING**

Circadian lighting is a lighting system designed to tap into the proven cycles our bodies follow each day (our circadian rhythm), based on the position, duration, and color of natural sunlight at any given time. Disruption of the circadian rhythm can lead to sleep deprivation in addition to many other severe health problems.

Firefighting work schedules require 24-hour coverage, 7 days per 365 days each year with most firefighters working 24-hour shifts this type of work schedule, daytime sleep following night work difficult due to light streaming through windows. Circadian ligh a proven solution that can be implemented to mitigate the effect sleep deprivation and improve the quality of sleep you receive of shift, regardless of how little it is.

Installing circadian lighting in fire stations helps firefighters follo natural sleep/wake cycles of the human body which strategicall the power to positively affect their health, alertness, productivi more. *The image to the right shows the type of light needed the body's natual circadian rhythm:* exposure to bright, bluewhite light during the day, and softer, amber hues at night.

*The image below is an example of circadian lighting inside a building.* The lighting direction, timing, intensity, colour, wavelength and the aesthetic of light are all taken into consideration to create a solution that is suitable for the various tasks carried out within a building.



EXIL

		10,000	— Clear blue sky				
er week,	Ś	9,000					
ts. Due to t is more	in Kelvin (K)	8,000					
nting is ects of	in Ke	7,000					
on or off	Color Temperature	6,000	— Cloudy sky				
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low the lly has						4,000	— Moonlight — Morning/evening sun
ity, and <b>to keep</b>			3,000	- Sunrise			
-rich			2,000				
		1,000	— Candle flame				



# **APPARATUS BAY FLOORING**

The material for fire station flooring needs to be durable safe and easy to maintain. Fire station apparatus bay floors can be customized with line striping and different colors to show where the apparatus should be parked. Due to extensive use by personnel and vehicles, the material should provide a slip-resistant surface to ensure the safety of the firefighters, along with the fire trucks.

# **FLOORING MATERIAL**

Abrasion and impact resistance are essential in apparatus bays where floors are subjected to everyday wear and tear including a high level of foot traffic, parking/repairing of trucks and the dropping of tools or heavy equipment. Epoxy coating creates seamless stretches of flooring that withstands grease, scuffing, moisture, and chemicals. It is easy to maintain and cleanse, with no frequent waxing, buffing, or polishing required.



The best solutions are eco-friendly as It does not erode and because it is not porous, harsh cleaning chemicals aren't needed. In addition, they are also extremely cost effective due to longevity and overall low maintenance.

# **DORM ROOM HVAC**

A key satisfaction factor for firefighters has proven to be the ability to control the temperature in their own space. The traditional system (VAV) is one that just enables the control of air flow volume. The newer and preferred system by firefighters is the VRV system that allow temperature control at the room level.

# **VRV SYSTEM**

VRV systems are a very sophisticated technological air conditioning system that utilizes refrigerant only (the only material in the system), inverter compressors (which allows lowerpower consumption), multiple air handlers and the ability of modular expansions.

# **VAV SYSTEM**

VAV (Variable air volume) systems supply air at a variable temperature and airflow rate from an air handling unit (AHU) and meet varying heating and cooling needs of different building zones. Unlike most other air distribution systems, VAV systems use flow control to efficiently condition each building zone while maintaining required minimum flow rates.

# **VEHICLE EXHAUST SYSTEMS**

Vehicle exhaust removal systems are a critical component in maintaining a fire station atmosphere that is free of the particulates and gases present in diesel engine emissions. These systems remove harmful exhaust fumes and effectively removes any threat to firefighters.

# **DILUTION SYSTEMS**

Dilution ventilation supplies and exhausts large amounts of air to and from an area or building. It usually involves large exhaust fans placed in the walls or roof of a building. Dilution ventilation controls pollutants generated at a worksite by ventilating the entire workplace.

# **HOSE BASED SYSTEMS**

The hose based system uses the increasingly familiar orange or yellow flexible hose, attaching directly to the apparatus exhaust pipe to capture the engine emissions before they can leave the vehicle's exhaust system. Typically, a pneumatic boot or a magnetic coupling attachment is used to connect the hose to the exhaust pipe. The contained emissions are routed out of the building using exhaust fans and ductwork.





# PROJECTS



**BOCA RATON FIRE RESCUE #5 CORAL SPRINGS FIRE RESCUE #43 CORAL SPRINGS FIRE RESCUE #95 HOLLYWOOD FIRE RESCUE #31** (W/ EOC)

**HOLLYWOOD FIRE RESCUE #5 HOLLYWOOD BEACH SAFETY #40** HOLLYWOOD FIRE TRAINING FACILITY LIGHTHOUSE POINT FIRE RESCUE #22 (W/EOC)

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MIAMI BEACH FIRE RESCUE #1
POMPANO BEACH FIRE ADMIN/EOC
OAKLAND PARK FIRE RESCUE #9
RIVIERA BEACH FIRE RESCUE #88
    (TEMPORARY FIRE ADMIN/ EOC)
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# **RIVIERA BEACH FIRE RESCUE #87** (FIRE ADMIN/ EOC) **RIVIERA BEACH FIRE RESCUE #86**



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"I have experience with five other GCs and none can match the highly competent professionalism of Kaufman Lynn. I give your firm high marks in every aspect of the construction process."

> **Thomas Wood Fire Chief City of Boca Raton**

"Kaufman Lynn demonstrated a focus on partnership and communication that not only occurred during construction but continued well after the consutruction was completed."

> **Alexander Hernandez Chief Building Official City of Coral Springs**

"Kaufman Lynn consistently delivers on their promises. Their scheduling and cost management during the construction process has been exceptional and taken the uncertainty out of the process."

> **Vernon Hargray City Manager City of Miramar**

"Kaufman Lynn has been an exemplary Contractor finishing projects on time and within budget. We have found everyone in the KL organization to be quality, cost conscious and focused on the City's goals."

> **Bob Wertz Senior Project Manager City of Hollywood**







Kaufman Lynn Construction, Inc. 3185 South Congress Avenue Delray Beach, FL 33445 561.361.6700

KaufmanLynn.com



# File Attachments for Item:

B. Discussion on fees related to the establishment of the Fire Rescue Department.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE:	Town Commission Meeting
MEETING DATE	April 19, 2022
SUBMITTED BY:	Terisha Cuebas, Town's Manager's Office
SUBJECT:	Discussion on fees related to the establishment of the Fire Rescue Department

#### SUMMARY:

In anticipation for the submission of the Certificate of Public Convenience and Necessity (COPCN), the Town must adopt fees related to the Fire Rescue Department. The fees will go into effect as of May 1, 2024, once the Highland Beach Fire Department is live.

The item is before the Commission as a discussion item and will then be returned for formal adoption as a resolution on May 17th.

#### FISCAL IMPACT:

TBD

### ATTACHMENTS:

Schedule of Fees for Fire Rescue Department "Exhibit A"

EMS Transport Fees Comparison to Palm Beach County Providers

Fire Inspection Fees – (Existing Construction) Comparison of Neighboring Municipalities

Fire Inspection Fees – (New Construction) Comparison of Neighboring Municipalities

# **RECOMMENDATION:**

Commission discussion.

	Existing Cons	truction Fees		
Boynton Beach	Delray Beach PUBLIC AS	Palm Bch Gardens	West Palm Beach	Palm Beach County
Seating Cap up to 15 = \$35	50 - 99 persons = \$142.50	50 - 299 = \$ 50	50-100 Seating Cap = \$75	50-299 Seating Cap = \$50
16 - 50 = \$50	100 - 300 persons = \$187.50	300 - 999 = \$ 75	101-500 Seating Cap = \$100	300-1000 Seating Cap = \$125
51 - 100 = \$100 Seating Cap over 100 = \$200	301 - 1000 persons = \$237 1001-10000 persons = \$472	1000 - 4999 = \$150 5000 & Up = \$250	501-5000 Seating Cap = \$150 5001 & Up Seating Cap = \$200	1001-5000 Seating Cap = \$250 5001 & Up Seating Cap = \$350
(Restaurants)	10000 = persons = \$663		Soor a op seating cap - \$200	5001 & 0p 5cuting cup - 5550
Nursery Day Care = \$35	EDUCATIONAL SCH Minimum Flat Fee Operating grades K-12 = \$100	5,000 sq feet & under = \$50	0-10,000 sq feet = \$50	0 - 10,000 sq feet = \$75
All Others = \$75	Plus per student = $$1.80$	5,000 sq leet & under = \$50 5,001 - 15,000 = \$100	10,001 - 20,000 = \$75	10,001 - 20,000 = \$100
		15,001 - 30,000 = \$150	20,001 - 50,000 = \$150	20,001 - 50,000 = \$250
	Day Care 3-6 children = \$55	30,001 - 100,000 = \$200	50,001 - 100,000 = \$250	50,001 - 100,000 = \$300
	7-12 children = \$80 > 12 children = \$120	100,001 - 200,000 = \$250 200,001 - 500,000 = \$300	100,001 - 200,000 = \$300 200,001 & over = \$350	100,001 - 200,000 = \$350 200,001 & over = \$400
	Additional Licensend Child over 12 students = \$1.80	500,001 & over = \$350	, .	, .
1st 1000 Sq Feet = \$50	HEALTHCARI Hospitals up to 100 beds = \$600	Under 5,000 sq feet = \$50	Under 5,000 sq feet = \$50	5,000 sq feet & under = \$100
Each Additional 1000 Sq Ft = \$8	Each additional bed = \$2.50	5,000 - 15,000 = \$100	5,000 - 15,000 = \$100	5,000 sq leet & dider = \$100
Max Fee = \$450		15,001 - 30,000 = \$150	15,001 - 30,000 = \$150	15,001 - 30,000 = \$200
		30,001 - 100,000 = \$200 \$100,001 - 200,000 = \$250	30,001 - 100,000 = \$200 \$100,001 - 200,000 = \$250	30,001 - 100,000 = \$250 100,001 - 200,000 = \$300
		\$200,001 - 500,000 = \$300	\$200,001 - 500,000 = \$300	200,001 - 500,000 = \$350
		500,001 and over = \$350	500,001 and over = \$350	500,001 and over = \$400
	RESIDENTIAL BOARD & CARE (In 1 - 16 Persons = \$125	ciuded in Lodging/Apartme	Under 2,000 sq feet = \$50	
	> 16 Persons = \$125		2,000 - 15,000 = \$100	
	Plus each additional Licensed Client = \$1.95		15,001 - 30,000 = \$150	
			30,001 - 100,000 = \$200 100,001 - 200,000 = \$250	
			200,001 - 500,000 = \$300	
			500,001 and over = \$350	
3 - 24 Units = \$50	LODGING Minimum Base = \$50	24 Units and under = \$50	0 - 16 Units - \$55	0 - 16 Units = \$100
	APTS/CON	IDOS/ETC		
25 - 38 Units = \$75 39 - 100 Units = \$100	Up to 2 stories per bldg = \$75 3 - 4 stories per bldg = \$125	25 - 100 Units = \$75 101 - 500 Units = \$150	17 - 100 Units = \$75 101 - 500 Units = \$150	17 - 100 Units = \$150 101 - 500 Units/Rooms = \$250
Each Unit over 100 addtnl \$10	5 - 7 stories per bldg = 175	501 Units & over = \$250	501 Units and over = \$200	501 and over = 300
	Each additional story > 7 per Bldg = \$75 RESTAURANTS PUBLIC EA		High-rise = \$300	
Seating Cap up to 15 = \$35	RESTAURANTS PUBLIC EA	TING PLACES (Assembly)		
16 - 50 = \$50				
51 - 100 = \$100 Seating Cap over 100 = \$200				
Scaling cap over 100 – 5200	NON-RESIDENTIAL/MERCANT	ILE/BUSINESS/STORAGE/E	TC	
1st 1,000 Sq ft = \$50	Up to 1,000 Sq ft = \$50	5,000 Sq feet & under = \$50	Under 2,500 Sq feet = \$50	5,000 Sq feet & under = \$100
each addt'l 1000 sq ft = \$8	>1001 - 3000 Sq ft = \$75 >3001 - 5000 Sq ft = \$120	5,001 - 15,000 = \$100 15,001 - 30,000 = \$150	2,500 - 15,000 = \$75 15,001 - 30,000 = \$100	5,001 - 15,000 = \$125 15,000 - 30,000 = \$200
	>5001 - 10000 Sq ft = \$175	30,001 - 100,000 = \$200	30,001 - 100,000 = \$125	30,001 - 100,000 = \$225
	>10001 - 25000 Sq ft = \$250	100,001 - 200,000 = \$250	100,001 - 200,000 = \$150	100,001 - 200,000 = \$250
	>25001 - 50000 Sq ft = \$350 >50001 - 100000 Sq ft = \$500	200,001 - 500,000 = \$300 500,001 & over = \$350	200,001 - 500,000 = \$175 500,001 & over = \$200	200,001 - 500,000 = \$300 500,001 and over = \$350
	>Over 100001 Sq ft = \$600			
1st reinspection = no addtl chg	REINSPE Original Inspection	1st reinspection = no addtl chg	1st reinspection = \$50	1st Reinspection = \$75.00
2nd reinspection = \$50	<30 min = no charge >30 min - \$35	2nd reinspection = \$100	2nd reinspection = \$75	2nd reinspection = \$125
3rd and subsequent = \$150		3rd reinspection = \$150	3rd reinspection = \$150	
	Marinas	4th and subsequent = \$200 & Docks	4th and subsequent = \$300	
			0-50 slips = \$50	docks = \$75
			51-100 boat slips = \$150	
			101-250 boat slips = \$200 251- boat slips = \$300	
	Temporary struct	ures (kiosk, tent)	• •	
	\$150 Flow	Tost		
\$300	<b>Flow</b> \$350	\$150	\$350	\$275 (witness)
\$300	Bonfire		\$350	\$275 (writess)
				300
	Pryotechnics Per		A	40
	\$250 Fire W	\$150 /atch	\$250	\$2,000
\$40	\$125 per hour (min 4 hours min fee \$500)			
	Special	Event	6450	
			\$150 per hour (2 hr min) \$50 per hour over 2 hours	
	Serve	Cart		
\$40 hr per person (2ppl min) 3hr min				\$100 per hour (min 3 hrs)
	False A	larms		
4th false alarm fiscal year \$75R-\$200C		4-6-\$100R-\$250C		3-4 false alarm-\$250
	Page	219		

5Th -\$100R-\$500C	7-9-\$200R-\$500C	5-10-\$500
6th-\$150-\$750C	10+-\$300R-\$1000C	11-15-\$1,000
7th-\$200R-\$1000C		16 or more-\$1,7500
	Alarm Registration	
\$30(police)	\$35	
	Renewals/updates	
	\$10	
	Alarm failure to respond	
\$50		
	Alarm failure to notify	
650		

Palm Beach County Providers					
City/Agency	BLS	ALS1	ALS2	Mileage	Comments
American Medical Rsp	\$450.00	\$550.00	\$550.00	\$10.50	Private Amb
Boca Raton	\$750.00	\$750.00	\$850.00	\$12.00	
Boyton Beach	\$730.00	\$730.00	\$890.00	\$15.00	∆ \$20/year
Delray Beach	\$650.00	\$700.00	\$800.00	\$12.00	
Greenacres (2018)	\$670.00	\$670.00	\$830.00	\$13.50	
Medics Ambulance Srv	\$450.00	\$550.00	\$550.00	\$10.50	Private Amb
North Palm Beach	\$610.00	\$675.00	\$745.00	\$12.00	
Palm Beach	\$750.00	\$750.00	\$850.00	\$12.00	
PB County (2018)	\$670.00	\$670.00	\$830.00	\$13.50	
PB Gardens	\$700.00	\$750.00	\$800.00	\$12.00	
Riviera Beach	\$700.00	\$700.00	\$750.00	\$12.00	
Tequesta Fire Rescue	\$610.00	\$670.00	\$745.00	\$12.00	
Town of Palm Beach	\$750.00	\$750.00	\$850.00	\$12.00	
West Palm Beach	\$700.00	\$700.00	\$750.00	\$12.00	
Trauma Hawk*	\$18,965.00	\$18,965.00	\$18,965.00	\$153.00	Not Included
Summary					
High	\$750.00	\$1,111.72	\$1,111.72	\$20.52	
Median	\$685.00	\$700.00	\$800.00	\$12.00	
Low	\$450.00	\$550.00	\$550.00	\$10.50	
Average	\$656.43	\$686.79	\$770.71	\$12.21	

		New Construction	on Fees	
Permit Type	Boynton Beach	Delray Beach	Palm Beach Gardens	West Palm Bch
		\$250 (30% collected	\$2.25 per \$1000	
Inspection & Plans Review Fee	\$.06 per square foot	up front)	improvement cost (\$50 min)	\$50
Civil Drawing Review Fee			\$50	
	<5000sq ft = \$35	\$300		
	>5000sq ft = \$50 + \$10 for	each device >100 =		
Fire Detection & Annunciation Systems	·	\$2.50		
· · · · ·		1 - 20 heads = \$250		
		21-49 heads = \$300		
		Each head > 49 =		
Fixed Fire Suppression Systems	35 per hour \$35 minimum	\$0.75		
Hazardous, Flammable or Exp. Materials	\$35			
Work commencing prior to plan				
review/approval	Four times specified fee			
Expedited CO		\$125		
		FA/FS \$300		
Change of Plans	\$35	All other \$250		
				\$10 whichever is
New Construction Inspections	3			greater
1st Reinspection	Ű	\$125 per inspection	Included-no charge	\$100
2nd Reinspection		\$125 per inspection	\$100	\$200
3rd & Subsequent Reinspections		\$125 per inspection	\$150	\$300
4th & Subsequent Reinspections		\$125 per inspection	\$200	
Unproductive Inspector Trip (work not				
ready, locked out, no plans, etc)		100% of original	\$75	
Hood			\$100	
Inspection by Special Request (same day,				
after hours, weekend)	\$75 2hr min		\$75/hour (3 Hour minimum)	

	Boca Raton
	valuation \$500.01 & up
)	add .33% of remaining est value
,	
	\$79 for first \$500 valuation
	\$500.01 & up add 1.75% of the total est value
	All fees tripled
	\$100
S	
r	
)	\$79 \$79
	\$79
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### File Attachments for Item:

C. Approval of the Commission Meeting MinutesFebruary 16, 2022 Commission Special Meeting MinutesMarch 01, 2022 Commission Meeting Minutes





# TOWN OF HIGHLAND BEACH TOWN COMMISSION SPECIAL MEETING MINUTES

Town Hall / Commission Chambers 3614 South Ocean Boulevard Highland Beach, Florida 33487 Date: February 16, 2022 Time: 1:30 P.M.

# 1. CALL TO ORDER

Mayor Hillman called the meeting to order at 1:34 P.M.

# 2. ROLL CALL

Commissioner John Shoemaker Commissioner Evalyn David Commissioner Peggy Gossett-Seidman (arrived at 1:43 p.m.) Vice Mayor Natasha Moore Mayor Douglas Hillman Town Manager Marshall Labadie Town Clerk Lanelda Gaskins

# 3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance.

# 4. APPROVAL OF THE AGENDA

Mayor Hillman called for a motion to approve the agenda.

**MOTION:** David/Moore - Moved to approve the agenda as presented, which passed unanimously 4 to 0.

# 5. PUBLIC COMMENTS

Mayor Hillman called for public comments, and there were none.

# 6. 2022 STRATEGIC PLAN REVIEW

# A. Strategic Priorities Plan

Town Manager Labadie talked about the updates to the Strategic Priorities Plan, such as the ranked projects and initiatives within the operational categories. He explained that the priorities were divided into categories such as Organizational Excellence, Public Infrastructure & Resiliency, Community Safety, Community

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Enrichment & Sustainability, and Emerging Issues. He further explained that within the main categories, the ranked projects were placed into each category and displayed the departments that would primarily be responsible for conducting the projects.

The Town Commission discussed missing projects and new projects. It was the recommendation of the Town Commission to add the following projects to the Strategic Priorities Plan:

- Veteran Memorial Statute (incorporated with the Fire-Rescue design)
- Update Beach Erosion Study 2013 and Coastal Erosion Line
- Temporary Signs Ordinance (review and update)
- Police Department Accreditations
- Survey the Town-owned lakes in the Bel Lido Community
- Seawall Heights / Ordinance Review
- Website Content Management Updates

The Town Commission further discussed and prioritized the ranked projects as well as the planned project as follows:

Commenced

- 1. Fire-Rescue Department Implementation
- 2. Undertake Sanitary Sewer Collection System Project
- 3. Fund Balance Guidelines/Policy Revision
- 4. Develop a Communication Plan
- 5. Investment Policy Review
- 6. FY 2020-2025 Water & Sewer Rate Study Update
- 7. Website Content Management Process
- 8. Veterans' website
- 9. Veterans Memorial
- 10. Maintain 5-year Capital Improvement Projects Program
- 11. Marine Accessory Structures Ordinance
- 12. Town Entry Signs-A1A
- 13. A1A Drainage/Flooding Issues (including the development of an alternative
- 14. Sea Turtle Lighting Standards/Requirements
- 15. Collaborate with Palm Beach County on Cam Milani Park Development
- 16. Police Department Accreditation (including Marine Unit)
- 17. Strategic Budget Process
- 18. Engage in FDOT RRR Project Design & Construction
- 19. Public Record Digitization & Management Project
- 20. Update Beach Erosion Study/Dune Management (Erosion Control Line)
- 21. Define Human Resource/Personnel Roles & Responsibilities
- 22. Property Rights Element Comprehensive Plan Update

# Planned

- 1. PBA Collective Bargaining Agreement FY 2023 2026
- 2. FOP Collective Bargaining/General Employees FY 2023-2026



- 3. Temporary Sign Ordinance Review/Update
- 4. Seawall Ordinance Review (Seawall Elevation)
- 5. Maintain & Refine 5-year Financial Forecast Model
- 6. Implement 2020 FIRM Flood Maps/Ordinance Revision
- 7. Survey Waterbodies Bel Lido Subdivision
- 8. Home Based Business Ordinance/Updates
- 9. Improve Recycling and Waste Reduction Rates

Mayor Hillman announced that there would be a President's Forum on March 22, 2022, at 4:00 p.m. with the homeowner association and condominium presidents.

There were discussions about refining the mission and vision statements to support the strategic projects. In addition, there were discussions about the Town's values. Town Manager Labadie suggested that each Commissioner send their ideas regarding the mission and vision statements to him.

Lastly, Town Manager Labadie will present an updated strategic priorities plan to the Town Commission at the March 01, 2022, meeting.

# 7. TOWN COMMISSION COMMENTS

The Town Commission had no additional comments.

# 8. ADJOURNMENT

Mayor Hillman adjourned the meeting at 3:06 P.M.

APPROVED on April 19, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by Ganelle Thompson Administrative Support Specialist and Lanelda Gaskins, Town Clerk

Lanelda Gaskins, MMC Town Clerk Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the event of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <u>https://highlandbeach-fl.municodemeetings.com/</u>.

# DRAFT



# TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

Town Hall / Commission Chambers 3614 South Ocean Boulevard Highland Beach, Florida 33487 Date: March 01, 2022 Time: 1:30 PM

# 1. CALL TO ORDER

Mayor Hillman called the meeting to order at 1:30 P.M.

# 2. ROLL CALL

Commissioner John Shoemaker Commissioner Evalyn David Vice Mayor Natasha Moore Mayor Douglas Hillman Town Manager Marshall Labadie Town Attorney Glen Torcivia Town Clerk Lanelda Gaskins

ABSENT

Commissioner Peggy Gossett-Seidman

# 3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance.

# 4. APPROVAL OF THE AGENDA

Mayor Hillman asked if there were any additions or deletions to the agenda.

Vice Mayor Moore added "Pace Advertising Educational Campaign" as Item 10.B. under Unfinished Business.

**MOTION:** David/Moore - Moved to approve the agenda as amended, which passed unanimously 4 to 0.

# 5. PRESENTATIONS / PROCLAMATIONS

A. None.



# 6. PUBLIC COMMENTS

Mayor Hillman called for public comments.

Matthew H. Scott with Dunay Miskel Backman LLP spoke about a concern that his client has with a redevelopment issue involving the property located at 1023 Russell Drive and the Town's density code.

Town Planner Ingrid Allen mentioned that she spoke with Mr. Scott and Town Manager Labadie concerning this matter.

Discussion followed regarding this matter. It was the consensus of the Town Commission to place the density zoning district on the Town Commission Strategic Priorities Plan as a medium priority.

### 7. ANNOUNCEMENTS

Mayor Hillman read the announcements as follows:

#### **Board Vacancies**

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Planning Board - One vacancy for a three-year term

#### **Meetings and Events**

March 08, 2022 7:00 A.M. - 7:00 P.M. Election Day

March 09, 2022, 1:00 P.M. Code Enforcement Board Regular Meeting

March 10, 2022 - 9:30 A.M. Planning Board Regular Meeting

March 15, 2022 - 1:30 P.M. Town Commission Meeting

#### **Board Action Report**

A. None.



# 8. ORDINANCES

#### A. Proposed Ordinance

An Ordinance of the Town of Highland Beach, Florida, amending the Town Code of Ordinances, Chapter 25, "Streets, Sidewalks, Bicycle/Walkway Path, and Right-of-Way," in order to eliminate obsolete provisions pertaining to newsracks; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date.

Mayor Hillman read the title of the Proposed Ordinance.

Town Planner Allen presented this item. Discussion followed about adding language in the proposed ordinance to ban all news racks.

**MOTION:** David/Moore - Moved to approve Item 8.A. as amended to include a ban on all news racks.

### 9. CONSENT AGENDA

A. None.

### 10. UNFINISHED BUSINESS

#### A. Fiscal Year 2022 Strategic Priorities Plan

Mayor Hillman read the title of Item 10.A.

Town Manager Labadie presented the Fiscal Year 2022 Strategic Priorities Plan updates. It was the recommendation of the Town Commission to add and modify the Strategic Priorities: Ranked Projects & Initiatives List as follows:

Planned

Add "Zoning District Density Review" after No. 4., "Seawall Ordinance Review (Seawall Elevation)" and before No. 5, "Maintain & Refine 5-year Financial Forecast Model"

Organizational Excellence, Projects/Initiatives: Commenced:

Modify No. 8, "Veterans' website," to read as "Veterans' tab on the website"

**B.** Pace Advertising Educational Campaign (This Item was added to the Agenda)

Vice Mayor Moore spoke about a letter that her husband received from the Committee to Save Highland Beach about the referendum ballot questions. She presented this matter to the Town Commission for discussion to determine if any



action should be taken to correct the misinformation about the ballot questions. Discussions followed regarding this matter and the Town's approach to clarify the misinformation and rumors.

**MOTION:** David/Moore - Moved to direct staff to send an email clarifying the misinformation and rumors, which passed unanimously 4 to 0.

# 11. NEW BUSINESS

# A. Update on the November 3, 2021, Board recommendations to the Town Commission, and the previous recommendation pertaining to the palms located in the right-of-way along State Road A1A

Mayor Hillman read the title of Item 11.A.

Town Planner Allen talked about February 2, 2022, Natural Resources Preservation Advisory Board recommendations as follows:

1) Consider employing a professional tree service company like Bartlett Tree Experts to facilitate the management and care of palms situated in the right-ofway along State Road A1A.

2) Approve the implementation of additional bucket trees to all Associations along the beach that have authorized their use.

3) Consider providing a code enforcement officer that routinely (once or twice a week) walks or rides on the beach to facilitate visual observation of any violations to Section 5-9 of the Town Code.

The Town Commission's recommendation was to 1) hire a professional tree service to facilitate the management and care of the palm trees situated in the right-of-way along State Road A1A and 2) commence with the remainder of the bucket trees from the list of the interested condominium.

Mayor Hillman indicated he would like a combined brainstorming meeting with the Natural Resources Preservation Board to discuss a more holistic approach.

# B. Update on Florida Power & Light and Sea Turtle Lights - Commissioner Gossett Seidman

Town Manager Labadie stated that he and Public Works Director Pat Roman are scheduled to meet with Florida Power & Light (FP&L) on Thursday about the turtle lighting and keeping the vegetation/debris away from the lighting.

# C. Approve and authorize the Mayor to execute an agreement with Energy Recovery, Inc. in the amount of \$127,950.00 to purchase replacement membrane turbos for the Water Treatment Plant.

Chief Water Plant Operator David Richards presented this item.



- **MOTION:** David/Moore Moved to approve Item 11.C., which passed unanimously 4 to 0.
- D. Consideration of an Interlocal Agreement with Palm Beach County governing the use of the County regional opioid settlement funds.

Mayor Hillman announced this item.

- **MOTION:** David/Moore Moved to approve Item 11.D., which passed unanimously 4 to 0.
- E. Fund Balance Policy Amendment: Assignment of Funds for the Establishment of the Fire-Rescue Department
  - 1. Resolution No. 2022-005

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending its Fund Balance policy to assign funds for the establishment of the Fire-Rescue Department and increase the assignment amount for Disaster Recovery.

Mayor Hillman read the title of Resolution No. 2022-005.

Town Manager Labadie presented this item. Discussion followed regarding the assigned funds for the establishment of the Fire Rescue Department. Mayor Hillman suggested adding language in No. 3.a - Assigned Fund Balance – Public Safety Services, "Establishment of Fire Rescue Department" as follows: and to be the first funds spent for the establishment of the fire rescue department."

**MOTION:** David/Moore - Moved to approve Resolution No. 2022-005 as amended, which passed unanimously 4 to 0.

#### 12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker commented about the heavy traffic on the north end of State Road A1A. He then inquired about installing a vehicle count. Chief of Police Craig Hartmann commented on the matter and indicated that he will meet with FDOT.

Commissioner Shoemaker also commented on Pastor Father Horgan's illness, Highland Beach TV Channel 99 is now working, and the Veterans' tab on the Town's website.

Mayor Hillman asked if the Veterans would like to have a quarterly breakfast hosted by the Town, and Commissioner Shoemaker responded that this was a great suggestion.

Commissioner Shoemaker spoke about the Condo Presidents meeting and the Highland Beach Police Department Marina Patrol Unit ceremony.



Lastly, Commissioner Shoemaker asked for information on the Town's zoning code. Town Manager Labadie will send him background information on the zoning code. He also suggested a one-on-one meeting with Town Planner Allen.

Commissioner Evalyn David extended prayers and well wishes to Pastor Father Horgan. She spoke about the changes in the Town's zoning code related to density. She also commented about the Highland Beach Police Department Marina Patrol Unit ceremony.

Commissioner Peggy Gossett-Seidman

1. Intracoastal Waterway Wake Zone Evaluation Meeting with the Florida Fish and Wildlife Commission and Florida House Representative Michael "Mike" Caruso, District 89.

Vice Mayor Natasha Moore had no comments.

Mayor Douglas Hillman commented on the zoning density and suggested the Town obtain input from the residents. He talked about the misinformation from the Committee to Save Highland Beach, an email from resident Barbara James related to the Highland Beach Forum. Mayor Hillman also commented on the Highland Beach Marina Patrol Unit ceremony. Additionally, he talked about the benefit of the Condo Presidents meeting. Lastly, he spoke about the Town Commission setting up at the polling site on March 08, 2022.

#### 13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia had nothing to report.

#### 14. TOWN MANAGER'S REPORT

Town Manager Labadie reported the following:

The Fire Rescue project was ongoing.

He suggested that the Town Commission read the email on conflict resolution.

Attorney Aleksandr Boksner with Torcivia, Donlon, Goddeau & Rubin, P.A. has been helping staff with the project and working through the forensic accounting information. Also, David Delina, the new Finance Director, has been in contact with Attorney Boksner.

He has the COPCN process/application for the pilot program. Terisha, the EMS Consultant Tom McCarthy, and Consultant Glen Joseph are all working on this matter.

The Fire Prevention Code and the fees related to fire rescue will be presented to the Town Commission soon.



He also reported Sam Ferreri with PGAL, Inc. was working on some items.

The Construction Manager at Risk Request for Qualification is in progress.

Lastly, the Town Commission will start looking at the process to hire a Fire Chief in June or July.

# 15. ADJOURNMENT

Mayor Hillman adjourned the meeting at 3:38 PM.

**APPROVED** on April 19, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by Ganelle Thompson Administrative Support Specialist and Lanelda Gaskins, Town Clerk

Lanelda Gaskins, MMC Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the event of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <u>https://highlandbeach-fl.municodemeetings.com/</u>.