



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Agenda for the June 18, 2024  
Regular Town Council Meeting called for 6:00 P.M.

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**Zoom Room Meeting ID: 848 4670 5084 Password: 949843**

**For Dial In Only: Call 305.224.1968 Meeting ID: 848 4670 5084**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, JUNE 18, 2024.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

SENATOR JASON PIZZO LEGISLATIVE UPDATE

**POWER/FLOODING EVENT WEEK OF JUNE 10<sup>TH</sup>**

FLORIDA POWER AND LIGHT (FPL) REPORT  
TOWN MANAGER REPORT  
STEVE SMITH, TOWN ENGINEER REPORT  
HOTWIRE REPORT

**E. MOTION TO SET THE AGENDA**

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT  
AGENDA/ AND CHANGES TO AGENDA

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT**

**J. TOWN MAJOR PROJECTS REPORT/UPDATE**

- Civic Center Construction Update
- Closed Circuit Television (CCTV) Update
- Re-Imagined Tweddle Park Update
- Pump Station #1 Update
- Wellness Center Project Update

**K. TOWN ATTORNEY REPORT**

**L. ORDINANCES – SECOND READING**

None

**M. ORDINANCES - FIRST READING**

None

**N. QUASI JUDICIAL RESOLUTIONS**

**1. A Resolution of the Town Council Approving Variance Requests for the Property Located at 476 North Parkway to Allow for a Second Floor Step-In Exemption.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE UPPER SECTION OF THE PROPOSED STRUCTURE TO NOT INCREASE THE SIDE SETBACKS ALONG TWO-THIRDS OF THE SECOND STORY BY ONE FOOT FOR EACH ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE 18 FEET, WHEN THE CODE REQUIRES A REQUIRES AN INCREASE TO THE SIDE SETBACKS ALONG TWO-THIRDS OF THE LENGTH OF THE SECOND STORY BY ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE FIRST 18'.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2937.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2937.24

**2. A Resolution of the Town Council Approving Variance Requests for the Property Located at 476 North Parkway for the Swimming Pool Setback.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE POOL TO BE SETBACK 7.5" FROM THE SIDE YARD PROPERTY LINES, WHEN THE CODE REQUIRES A REQUIRES THE POOL TO BE SETBACK 10'.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2938.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2938.24

**3. A Resolution of the Town Council Approving Variance Requests for the Property Located at 476 North Parkway for A Lot Grade Change.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT TO BE AT 10.04' NGVD, AND EXTERIOR SLABS, DECKS, AND WALKWAYS TO EXCEED THE CROWN OF THE ROAD, WITH AN ELEVATION NOT TO EXCEED 10' NGVD.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2939.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2939.24

**4. A Resolution of the Town Council Approving Variance Requests for the Property Located at 284 South Island Drive pertaining to Permit A Lot Grade Change.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 284 SOUTH ISLAND DRIVE, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT TO BE AT 6' NGVD, WHEN 4.886' NGVD IS PERMITTED, EXTERIOR SLABS, DECKS, AND WALKWAYS NOT TO EXCEED AN ELEVATION OF 6' NGVD, WHEN 4.64' NGVD IS PERMITTED, AND TO ALLOW THE FRONT STAIRS TO BE AT AN ELEVATION OF 8.25' NGVD WHEN THE CODE REQUIRES 7.886' NGVD.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2948.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2948.24

**O. CONSENT AGENDA**

**5. Official Minutes of the May 21, 2024 Special Town Council Meeting**

**6. A Resolution of the Town Council Authorizing the Purchase of Five Chevrolet Tahoe Police Vehicles.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF FIVE CHEVROLET TAHOE POLICE VEHICLES AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No.6  
Resolution No. 2949.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2949.24

**7. A Resolution of the Town Council Approving the Repair of the Stormwater Pump at South Park.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE SCOPE OF WORK FROM MWI PUMPS FOR THE REPAIR OF THE STORMWATER PUMP AT SOUTH PARK IN AN AMOUNT NOT TO EXCEED \$25,859.96; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No.7  
Resolution No. 2950.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2950.24

**8. A Resolution of the Town Council Approving the Installation of a 36” Wastop Valve for the South Island Outfall.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE INSTALLATION OF A 36” WASTOP VALVE FOR THE SOUTH ISLAND OUTFALL, IN AN AMOUNT NOT TO EXCEED \$37,150.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No.8  
Resolution No. 2951.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2951.24

**P. TOWN RESOLUTIONS**

**9. A Resolution of the Town Council Authorizing the Mayor and Town Manager To Take Any and All Corrective Measures to Rectify Stormwater System Energizing Capabilities in the Town during Emergency Events.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE CORRECTIVE MEASURES TO RECTIFY STORMWATER SYSTEM ENERGIZING CAPABILITIES IN TOWN DURING EMERGENCY EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2952.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2952.24

**10. A Resolution of the Town Council Awarding the Request for Submittals for the Wellness Center Project to Eric Dempsey Architect, LLC.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A STANDARD FORM AGREEMENT (AIA DOCUMENT B101-2017) FOR ARCHITECTURAL SERVICES BETWEEN THE TOWN AND ERIC DEMPSEY ARCHITECTURE LLC; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2953.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2953.24

**Q. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Bernard Einstein:

None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz  
None Requested

## **R. ADJOURNMENT:**

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### **DECORUM:**

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS AND FROM ZOOM BY THE PRESIDING OFFICER.

NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS OR ON ZOOM. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

## MEMORANDUM

**Date:** April 24, 2024  
**To:** Honorable Mayor Glenn Singer &  
Town Council Members  
**From:** Alexander Diaz,  
Town Manager

Item Number:  1
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**Subject:** Resolution No. 2937.24 – Variance Request for 476 North Parkway, Golden Beach, FL 33160 (2<sup>ND</sup> Floor Step-In Exemption Undersized Lot –Zone 3)

**Recommendation:**

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2937.24.

**Background and History:**

Town Section 66-69.3– Zone Three (Waterfront Front Properties) – (h) (3) All residences designed as two-story structures shall be required to increase the Side Setbacks along two thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18’.

The applicant’s request is to allow for the second story to not step in one foot for every 18’ of height.

The Building Regulation Advisory Board met April 9, 2024, and recommended approval of the variance request; the motion passed with a Board vote of 4 – 0.

Mr. & Mrs. Wexler’s letter was read into the record stating they would accommodate this request.

Mr. Klinger – 572 North Island Drive, GB, FL, read Gloria Burdick, 472 North Parkway, GB, FL, letter into the record, in favor of the project.

Mr. Adam Gibb – 468 North Parkway spoke about concerns regarding the impact of this project on his property referencing the future redevelopment of 472 North Parkway.

**Attachments:**

- Resolution
- Christopher Gratz – Zoning Review.
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

**Financial Impact:** None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2937.24**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE UPPER SECTION OF THE PROPOSED STRUCTURE TO NOT INCREASE THE SIDE SETBACKS ALONG TWO-THIRDS OF THE SECOND STORY BY ONE FOOT FOR EACH ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE 18 FEET, WHEN THE CODE REQUIRES A REQUIRES AN INCREASE TO THE SIDE SETBACKS ALONG TWO-THIRDS OF THE LENGTH OF THE SECOND STORY BY ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE FIRST 18’.**

**WHEREAS**, the applicants, Saber South Hialeah II LLC, (“the applicant”), filed a Petition for Variances/exceptions, from Section 66-69.3– Zone Three (Waterfront Properties) – . (h) (3) All residences designed as two-story structures shall be required to increase the side Setbacks along two-thirds of the length of the second story by one foot for each one foot (1:1) of building height above the first 18 feet, and;

**WHEREAS**, the applicant’s request is to allow for the second story to not step in one foot for every 18’ of height, and;

**WHEREAS**, these variances and exceptions are for the property at 476 North Parkway, Golden Beach, FL. 33160 (GB Section E, Lot 32, Block F., as recorded in PB 8-122, of the Public Records of Miami-Dade County, (Folio No. 19-1235-005-0400 (the “Property”) and,

**WHEREAS**, the Town’s Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended approval for approval by the Town Council; and,



**WHEREAS**, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

**WHEREAS**, the Town Council, having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval.** The Petition for Variance to permit the requested variances/exception is hereby granted.

**Section 3. Conditions.** The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan, labeled Cover Sheet, A-001 A-008D, plan pages , dated 3/20/2024 by NMD Nomadas, Cristobal Arria, Architect, and C5.0 – C6.0, plan pages, dated 3/12/2024 Christopher P. Collins, PE, and the Sketch of Boundary Survey, prepared by Miguel J. Garay, LS 6594, Prisma Land Surveyors, dated 12/23/2023, for the property located at 476 North Parkway, Golden Beach, FL. 33160

**Section 4. Implementation.** That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in

accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

**Sponsored by Administration.**

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



[ITEM WAS DEFERRED FROM APRIL AND MAY TOWN COUNCIL MEETING]


# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

## MEMORANDUM

**Date:** April 24, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,   
Town Manager

**Subject:** Resolution No. 2938.24 – Variance Request for 476 North Parkway, Golden Beach, FL 33160 (Swimming Pool Setbacks)

Item Number:  _____2_____
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### Recommendation:

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2938.24.

### Background and History:

Town Code Section 237 – Setbacks (b) Swimming Pools, Hot Tubs and Spas may be built in rear or side Setback areas providing they are not less than ten feet from waterways or Property Lines.

The applicant’s request is to allow for the swimming pool to be Setback 7.5’ from the side yard property lines.

The Building Regulation Advisory Board met April 9, 2024 and recommended approval of the variance request; the motion failed with a Board vote of 2 – 2 (failed for lack of majority).

Mr. & Mrs. Wexler’s letter was read into the record in favor of this request.

Mr. Klinger – 572 North Island Drive, GB, FL, read Gloria Burdick, 472 North Parkway, GB, FL, letter into the record, in favor of the project.

Mr. Adam Gibb – 468 North Parkway spoke about concerns regarding the impact of this project on his property referencing the future redevelopment of 472 North Parkway.

### Attachments:

- Resolution
- Christopher Gratz – Zoning Review.
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

**Financial Impact:** None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2938.24**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE POOL TO BE SETBACK 7.5' FROM THE SIDE YARD PROPERTY LINES, WHEN THE CODE REQUIRES A REQUIRES THE POOL TO BE SETBACK 10'.**

**WHEREAS**, the applicants, Saber South Hialeah II LLC, (“the applicant”), filed a Petition for Variances/exceptions, from Section 66-237 Setback Areas (b) Swimming Pools, Hot Tubs and Spas may be built in rear or side Setback areas providing they are not less than ten feet from waterways or Property Lines: and

**WHEREAS**, the applicant’s request is to allow for the swimming pool to be setback 7.5’ from the side yard property lines; and

**WHEREAS**, these variances and exceptions are for the property at 476 North Parkway, Golden Beach, FL. 33160 (GB Section E, Lot 32, Block F., as recorded in PB 8-122, of the Public Records of Miami-Dade County, (Folio No. 19-1235-005-0400 (the “Property”)); and

**WHEREAS**, the Town’s Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended denial, for approval by the Town Council; and

**WHEREAS**, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

**WHEREAS**, the Town Council, having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval.** The Petition for Variance to permit the requested variances/exception is hereby granted.

**Section 3. Conditions.** The Petition for Exception/Variance as granted is subject to the following conditions:

- (1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan, labeled Cover Sheet, A-001 A-008D, plan pages , dated 3/20/2024 by NMD Nomadas, Cristobal Arria, Architect, and C5.0 – C6.0, plan pages, dated 3/12/2024 Christopher P. Collins, PE, and the Sketch of Boundary Survey, prepared by Miguel J. Garay, LS 6594, Prisma Land Surveyors, dated 12/23/2023, for the property located at 476 North Parkway, Golden Beach, FL. 33160

**Section 4. Implementation.** That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

**Sponsored by Administration.**

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this \_\_\_\_ day of \_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



[ITEM WAS DEFERRED FROM APRIL AND MAY TOWN COUNCIL MEETING]

# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

## MEMORANDUM

**Date:** April 24, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, *Alex B*  
Town Manager

**Subject:** **Resolution No. 2939.24 – Variance Request for 476 North Parkway, Golden Beach, FL 33160 (Lot Grade Change–Zone 3)**

Item Number: <hr/> 3
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**Recommendation:**

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2939.24.

**Background and History:**

Sec. 66-102 - Minimum lot and swale elevations; grade.

(a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road adjacent to the lot.

The applicant's request is to allow the finished grade of the lot to be at 10.04' NGVD (4.04' higher); and exterior slabs, decks, and walkways to exceed the crown of the road (3.14' NGVD) to be as much as 10' NGVD (6.68' higher).

Allowing the grade of the lot to be 4.04' higher also increases the maximum elevation of the swimming pool and spa, maximum height of the stairs at the front of the home, and maximum height of the stairs on the sides of the pool and home due to the Town Code requirements for these features to be based on the grade of the lot.

The Building Regulation Advisory Board met April 9, 2024, and recommended approval of the variance request; the motion passed with a Board vote of 4 – 0.

Mr. & Mrs. Wexler's letter was read into the record in opposition to this request.

Mr. Klinger – 572 North Island Drive read a letter from Gloria Burdick, 472 North Parkway, GB, FI in favor of the project.

Mr. Adam Gibb – 468 North Parkway spoke about concerns regarding the impact of the project on his property referencing the redevelopment of 472 North Parkway.

**Attachments:**

- Resolution
- Christopher Gratz – Zoning Review
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

**Financial Impact** - None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2939.24**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT TO BE AT 10.04' NGVD, AND EXTERIOR SLABS, DECKS, AND WALKWAYS TO EXCEED THE CROWN OF THE ROAD, WITH AN ELEVATION NOT TO EXCEED 10' NGVD.**

**WHEREAS**, the applicants, Saber South Hialeah II LLC, (“the applicant”), filed a Petition for Variances/exceptions, from Section 66-102(a) Sec. 66-102. - Minimum lot and swale elevations; grade. (a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road adjacent to the lot; and

**WHEREAS**, the applicant’s request is to allow for the finished grade of the lot to be at 10.04’ NGVD, and the exterior slabs, decks, and walkways to exceed the crown of the road, with an elevation not to exceed 10’ NGVD; and

**WHEREAS**, these variances and exceptions are for the property at 476 North Parkway, Golden Beach, FL. 33160 (GB Section E, Lot 32, Block F., as recorded in PB 8-122, of the Public Records of Miami-Dade County, (Folio No. 19-1235-005-0400 (the “Property”)); and

**WHEREAS**, the Town’s Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended approval, for approval by the Town Council; and



**WHEREAS**, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

**WHEREAS**, the Town Council, having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval.** The Petition for Variance to permit the requested variances/exception is hereby granted.

**Section 3. Conditions.** The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan, labeled Cover Sheet, A-001 A-008D, plan pages , dated 3/20/2024 by NMD Nomadas, Cristobal Arria, Architect, and C5.0 – C6.0, plan pages, dated 3/12/2024 Christopher P. Collins, PE, and the Sketch of Boundary Survey, prepared by Miguel J. Garay, LS 6594, Prisma Land Surveyors, dated 12/23/2023, for the property located at 476 North Parkway, Golden Beach, FL. 33160

**Section 4. Implementation.** That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in

accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

**Sponsored by Administration.**

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 18, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager *Alex B*

**Subject:** **Resolution No. 2948.24 – Variance Request for 284 South Island Drive, Golden Beach, FL 33160 (Lot Grade Change–Zone 3)**

Item Number:

4

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### **Recommendation:**

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 2948.24.

### **Background and History:**

Section 66-102(a) - Minimum lot and swale elevations; grade. (a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road. adjacent to the lot

Section 66-141 (c) In Zones Two and Three no walkways, patios, steps, terraces, or platforms shall be constructed closer than 36 inches to the adjacent side or rear lot lines. In all Zones, a walkway with or without steps extending from a driveway or directly from an adjoining street to the front door not exceeding 8 feet in width shall be permitted in front yards or street-side (corner lots) yards. No steps or platforms over 36 inches in height above the average lot grade shall extend into minimum side, rear or front yard Setback areas.

Sec. 66-102 - Minimum lot and swale elevations; grade.

(a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road adjacent to the lot.

The applicant's request is to allow for the finished grade of the lot to be at 6' NGVD, 1.114' higher than permitted, and to allow the exterior slabs, decks, and walkways to exceed the crown of the road, with an elevation not to exceed 6' NGVD, 1.36' higher than permitted, and to allow the stairs in the front yard to be at an elevation 8.25' NGVD when 7.886' (0.364' or 4.4" higher) is the maximum permitted.

The Building Regulation Advisory Board met June 11, 2024, and recommended approval of the variance request; the motion passed with a Board vote of 3 – 0.

**Attachments:**

- Resolution
- Christopher Gratz – Zoning Review
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

**Financial Impact** - None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2948.24**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 284 SOUTH ISLAND DRIVE, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT TO BE AT 6' NGVD, WHEN 4.886' NGVD IS PERMITTED, EXTERIOR SLABS, DECKS, AND WALKWAYS NOT TO EXCEED AN ELEVATION OF 6' NGVD, WHEN 4.64' NGVD IS PERMITTED, AND TO ALLOW THE FRONT STAIRS TO BE AT AN ELEVATION OF 8.25' NGVD WHEN THE CODE REQUIRES 7.886' NGVD.**

**WHEREAS**, the applicants, Manuel Grosskopf and Mariana Grosskopf Levi, (“the applicant(s)”), filed a Petition for Variances/exceptions, from Section 66-102(a) - Minimum lot and swale elevations grade. (a) The finished grade of any lot shall not exceed an elevation of 24 inches above the crown of the road adjacent to the lot and in no event shall exceed an elevation of six feet N.G.V.D. Exterior slabs and walkways shall not exceed an elevation of 36 inches above the crown of the road. adjacent to the lot, and from Section 66-141 (c) In Zones Two and Three no walkways, patios, steps, terraces, or platforms shall be constructed closer than 36 inches to the adjacent side or rear lot lines. In all Zones, a walkway with or without steps extending from a driveway or directly from an adjoining street to the front door not exceeding 8 feet in width shall be permitted in front yards or street-side (corner lots) yards. No steps or platforms over 36 inches in height above the average lot grade shall extend into minimum side, rear or front yard Setback areas.

**WHEREAS**, the applicant's request is to allow for the finished grade of the lot to be at 6' NGVD, 1.114' NGVD higher than permitted, to allow the exterior slabs, decks, and walkways to exceed the crown of the road, with an elevation not to exceed 6' NGVD, 1.36' higher than permitted, and to allow the stairs in the front yard to be at an elevation 8.25' NGVD when 7.886' is the maximum permitted (0.364' or 4.4" higher).

**WHEREAS**, these variances and exceptions are for the property at 284 South Island Drive, Golden Beach, FL. 33160 (GB Section D, Lots 51- 53, Block J., as recorded in PB 10-10, of the Public Records of Miami-Dade County, (Folio No. 19-1235-004-0840 (the "Property") and,

**WHEREAS**, the Town's Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended approval, for approval by the Town Council; and,

**WHEREAS**, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

**WHEREAS**, the Town Council, having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval.** The Petition for Variance to permit the requested variances/exception is hereby granted.

**Section 3. Conditions.** The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan, labeled Cover Sheet, A-000.0 – A-906, plan pages , dated 5/22/2024 by RCOTEK Architecture, John Sacco, Architect, and the Sketch of Boundary Survey, prepared by Richard J. Minguell, LS 6402, R. Minguell, Inc. ,Land Surveyors, dated 12/29/2023, for the property located at 284 South Island Drive, Golden Beach, FL. 33160

**Section 4. Implementation.** That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

**Sponsored by Town Administration.**

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 18<sup>th</sup> day of June, 2024.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** June 18, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Lissette Perez,   
Town Clerk

**Subject:** **Town Council Minutes**

Item Numbers:

5

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### **Recommendation:**

It is recommended that the Town Council adopt the attached official minutes of the May 21, 2024 Regular Town Council Meeting.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the May 21, 2024  
Regular Town Council Meeting called for 6:00 P.M.

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**Zoom Room Meeting ID: 848 4670 5084 Password: 949843**

**For Dial In Only: Call 305.224.1968 Meeting ID: 848 4670 5084**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, MAY 21, 2024.

## A. MEETING CALLED TO ORDER

**Mayor Singer** called the meeting to order at 6:10 p.m.

## B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Bernard Einstein, Councilmember Judy Lusskin, Councilmember Bernard Einstein, Councilmember Kenneth Bernstein, Councilmember Jaime Mendal

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Police Chief Rudy Herbello, Police Captain Yovany Diaz, Building and Zoning Director Lissett Rovira, Finance Director Maria D. Camacho, Public Works Director Kirk McKoy, Resident Services Director Michael Glidden, Office Assistant Eric Garcia, HR Generalist and Assistant to the Town Clerk Elena Cheung

## C. PLEDGE OF ALLEGIANCE

**Chief Rudy Herbello** led the Pledge of Allegiance

## D. PRESENTATIONS / TOWN PROCLAMATIONS

SWEARING-IN OF NEW POLICE OFFICERS

PROCLAMATION PRESENTED TO U.S. COAST GUARD DESIGNATING  
MAY 18-24, 2024 NATIONAL SAFE BOATING WEEK

## E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT  
AGENDA/ AND CHANGES TO AGENDA

**Town Manager** There is a withdrawal of Item 2939.24 (Item 3)

## F. MAYOR'S REPORT

As the Manager said, Thursday is the 95<sup>th</sup> anniversary and ribbon cutting event. It's going to be a great event. We have over 500 people that have RSVP'd. I urge the residents to not drive to the event. There will be a bus going down Golden Beach Drive and all the islands picking residents up from 5:00 pm on. I encourage everyone to be here before 6:00 pm.

The Manager and I met with the County Commissioner, DERM and Water & Sewer to resolve the capacity issue of sewage in Golden Beach. A lot of the new homes can't hook up to the sewer system because we're at maximum capacity. It was a very productive meeting and came to a resolution and work will start immediately.

On Wednesday, we're going to meet for the Wellness Center. The meeting is open to the public. It's narrowed down to two architectural firms. They're going to give their presentations; we'll be able to ask questions, not only the Council but the public. I invite everyone to come.

As you can see behind us, tennis courts, pickle courts and the park are moving right along. Our objective is to get it completed by the end of June.

I don't have to tell you how hot it is outside, not only for you, but for your pets too. I can't urge people enough to stay hydrated and to keep your pets hydrated. Hurricane season is here. I urge people to be prepared. If you have any questions, you can call Town Hall and we'll send someone over.

If residents are leaving for the summer, I urge you to notify Town Hall so we can put a watch on your home.

The camera project is moving along. There will be over 200 lenses when completed. We're also adding emergency call boxes. That's on the agenda tonight.

## **G. COUNCIL COMMENTS**

**Vice Mayor Einstein** The town looks really great. I have no other comments.

**Councilmember Lusskin** I want to thank Alex and his staff for this building and how the town is looking now. The town looks exceptionally beautiful. I also want to thank Rudy and his staff, I talk about the neighborhood chat quite frequently. It does let everyone know what's going on; but I want to remind everyone we need to be careful about what we post. Memorial Day is May 27th. It's a special one. We're retiring the flag at old Town Hall. Once it's been retired, we'll officially raise the new flag for this building.

### **Councilmember Mendal**

I wanted to say job well done to everyone for putting a lot of work and hours. I know it's been a long journey and it looks absolutely great. I'm looking forward to Thursday; it's going to be a crown achievement. Guests and residents have been asking about getting a type of canopy at the Strand for the guest lane. When there's torrential rain and they have to open their windows to press the button, they get drenched.

**Councilmember Bernstein** I want to focus on the front façade of the building. I want to put something on the calendar and start seeing some exterior designs.

One of the things I see on this chat. We have a lot of people moving here and they don't necessarily know a painter, a plumber, a carpenter, etc. It would be great if we did something in the Town where we came up with some criteria for vetting people to see if they have insurance/licenses and we can turn around and give this list of qualified vendors to the residents. We can tie that into the app we're working on. I could not agree with Judy more

about the chat. I have implored so many times for people to first call the police to nip in bud before putting it on the chat.

**Town Manager** We're going to ask by unanimous consent you allow us to open the floor to Good and Welfare.

## **GOOD AND WELFARE**

**Ms. Jessie Mendal** Wants to consider putting two bathrooms, one in North Park and one in South Park. There are kids playing there and it's very complicated for them to go to the bathroom.

**Ms. Melinda Almonte** Announced her running for State Representative for District 106 which is our district and goes down to Fisher Island.

## **H. TOWN MANAGER REPORT**

This is phenomenal week for the Town of Golden Beach. Not only are we going to be inaugurating this beautiful building but we'll be celebrating our 95<sup>th</sup> anniversary. We ask that all residents not drive to the event. We rented sprinter vans that will be circulating as early as 5pm throughout the islands and Golden Beach Drive to bring you to the event. After a tour of the facility, there will be addresses by state representatives, senators, commissioners and the Mayor. Followed by dinner and carnival; and the grand finale about 8:40pm. As early as 5pm, Ocean Blvd will be converted to one lane southbound. Expect heavy delays; residents are asked to use the north gate if they are stuck in those delays. At approximately 6:30 to 6:45, Ocean Blvd will be closed and traffic will be diverted for the duration of the addresses that are being made, so plan your days accordingly. We do have FDOT permits for what we are doing and we have neighboring agencies and municipalities assisting us in our efforts.

I'd like to thank my silo directors who have led our team during the last two months as we tried to get into the building and plan our inaugural event. Michael Glidden and his team are putting together phenomenal event. If residents have not RSVP'd, please let us know so we can plan accordingly.

We are not immune to what's going on in South Florida or the nation. Last week we had a vehicle with six males who jumped one of our fences and tried to break into one of our homes and tried to steal a car. Detective Victores has been working on that case, but we need all of our residents to be vigilant. Saying something on a group chat does not help in our ability to fight crime. We need you to first call the substation or dial 911, and then announce it in the chat. If there is a time delay, we can't adequately respond.

I've directed the Town Attorney to work on an ordinance correcting some of the issues we're facing with the community as it relates to increases of elevation in town. Over the summer the Attorney and I will be having a series of workshops to address all the inefficiencies in our ordinances.

South gate remain closed until Friday afternoon while we prepare for the 95<sup>th</sup> anniversary, so all residents are asked to use the Strand. As a reminder to our Council and residents, once Tweddle Park project moves into Golden Beach Drive, the south gate will be permanently closed to residents. We will go back to the pre-CIP era where every vehicle needed to enter and exit through town. We're trying to get the community mentally prepared for that because for many years the south gate was not available to residents. But with the design with the new Civic Center complex and the delivering of the Tweddle Park project, the south gate will be permanently closed. Residents, please start preparing to use the Strand for egress.

On Monday, we will be retiring the old flag that was flying over Town Hall and holding a Memorial Day event. Councilmember Luskin has been working around the clock with Michael Glidden and his team. We welcome all of our residents to join us.

Throughout the weekend starting on Friday, we'll be providing refreshments at the beach for our residents. As a reminder, you are allowed to have eight accompanied guests on the beach for Memorial Day weekend.

It is an election year for Golden Beach. The qualifying period for elections will begin on January 3. If you intend to run for office, make sure you look at your candidate packets. Mayor and Council, on the dais tonight, you'll notice a mouse and keyboard for you to control your own agenda. We'll provide training for that.

I want to reiterate our 95<sup>th</sup> anniversary event is a big event; we're expecting large crowds. You cannot drive to the event; please use the sprinter vans.

**Councilmember Luskin** Remind everyone the Memorial Day event is here at the Civic Center and not at the Pavillion.

## **I. TOWN MAJOR PROJECTS REPORT/UPDATE**

- Civic Center Construction Update
- Closed Circuit Television (CCTV) Update
- Re-Imagined Tweddle Park Update
- Pump Station #1 Update
- Wellness Center Project Update

We've been working around the clock to deliver the building. We'll have a beautiful facility by Thursday. Just want to remind our residents, not only have we lowered your millage rate three times, this building has been built without asking you for any additional dollars. All the spending for this building has been provided because of our internal fiscal controls so we aren't wasteful with your dollars. Because of that, you've allowed us to move forward with a \$7 million bond for a wellness project. Tomorrow, the Council will be hearing presentations from two firms that have made the list through our design process. The Council can either say authorize to negotiate with one of those two firms or reject it outright. After that selection is made, there is a group of 42 residents who have signed up to be part of the Wellness Center Advisory Committee for purposes of allocating design. There will be one workshop where that advisory team will sit with me and the designer to ensure that we have taken into account your desires as part of that building. After that workshop, we'll bring a final design for contractors to build that building.

The CCTV project is well underway. We already installed 41 poles in town. Chief Herbello is still working on getting a few residents that are holding out on Ocean Blvd to sign the agreement. On Monday, the Mayor and I have a meeting with the district secretary of District 6 as it relates to cameras on Ocean Blvd. We are getting a little pushback from the State and so we will be working with them to get consent.

Pump station #1 is moving ahead. We've executed agreements with Southeastern Engineering and they're in the process of procuring our motorized pumps. Pump station 491 in North Park has been awarded and they will be breaking ground as early as next month. North Park will see a huge fence erected and the majority of the park will not be available. Halloween will not be in North Park this year. The Mayor and I had a successful meeting with Miami-Dade Water and Sewer Department and as a result, Miami-Dade County has declared a state of emergency. By doing so, they are able to

advance pump station 493 and force main repair. What does that mean for us? Chaos. We will start ripping up the streets of Golden Beach as early as July so we can replace the force main. As always, we will put residents first. We'll make sure that we deliver that project in the manner that you expect. It's a \$1.8 million force main repair with a new Golden Beach Drive at no cost to the residents. Once pump station 493 and force main is underway, the moratorium we currently have will be lifted and no more septic tanks will ever be installed in Golden Beach.

**J. TOWN ATTORNEY REPORT**

None

**K. ORDINANCES – SECOND READING**

None

**L. ORDINANCES - FIRST READING**

None

**M. QUASI JUDICIAL RESOLUTIONS**

- 1. A Resolution of the Town Council Approving Variance Requests for the Property Located at 476 North Parkway to Allow for a Second Floor Step-In Exemption.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE UPPER SECTION OF THE PROPOSED STRUCTURE TO NOT INCREASE THE SIDE SETBACKS ALONG TWO-THIRDS OF THE SECOND STORY BY ONE FOOT FOR EACH ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE 18 FEET, WHEN THE CODE REQUIRES A REQUIRES AN INCREASE TO THE SIDE SETBACKS ALONG TWO-THIRDS OF THE LENGTH OF THE SECOND STORY BY ONE FOOT (1:1) OF BUILDING HEIGHT ABOVE THE FIRST 18'.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2937.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2937.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

Councilmember Judy Lusskin Aye  
Councilmember Jaime Mendal Aye

The motion passed to defer Items M1, M2, and M3 to June 18<sup>th</sup> meeting.

**Town Attorney** At the last meeting, the first two variances have been voted on and there was a decision made when we got the to the third. At the request of both applicants and the neighboring property owners that the items that were approved be vacated and the third item deferred. This application now stands before you as though it has never been heard in the first instance. The applicant wrote a letter to withdraw the third variance. The purpose of the deferral last time was to see if the applicant and neighbor could come to an agreement. Unfortunately, there is no agreement yet. I recommend maintaining the deferral until our next meeting.

**Mayor Singer** Let's ask them first if they have the desire to work it out and defer the assessment.

**Michael Klinger** I always want to work things out; we tried really hard to come to terms. I am willing to talk.

**Nick Weschler** Yes, we're willing to talk.

**Mayor Singer** Motioned to defer M1, M2, and M3 to June 18 meeting.

**2. A Resolution of the Town Council Approving Variance Requests for the Property Located at 476 North Parkway for the Swimming Pool Setback.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE POOL TO BE SETBACK 7.5" FROM THE SIDE YARD PROPERTY LINES, WHEN THE CODE REQUIRES A REQUIRES THE POOL TO BE SETBACK 10'.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2938.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2938.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer Aye  
Vice Mayor Bernard Einstein Aye  
Councilmember Kenneth Bernstein Aye  
Councilmember Judy Lusskin Aye  
Councilmember Jaime Mendal Aye

\*\*\*\*\*See note at end of Item #1 for final motion as this item was deferred until June 18<sup>th</sup> meeting.\*\*\*\*\*

**3. A Resolution of the Town Council Approving Variance Requests for the Property Located at 476 North Parkway for A Lot Grade Change.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTY LOCATED AT 476 NORTH PARKWAY, GOLDEN BEACH, FLORIDA 33160. TO PERMIT THE FINISHED GRADE OF THE LOT TO BE AT 10.04' NGVD, AND EXTERIOR SLABS, DECKS, AND WALKWAYS TO EXCEED THE CROWN OF THE ROAD, WITH AN ELEVATION NOT TO EXCEED 10' NGVD.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2939.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2939.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

\*\*\*\*\*See note at end of Item #1 for final motion as this item was deferred until June 18<sup>th</sup> meeting.\*\*\*\*\*

**4. A Resolution of the Town Council Approving Variance Requests for the Properties Located at 287, 291 and 299 Ocean Boulevard to Permit A Higher Property Elevation.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR PROPERTIES LOCATED AT 287, 291, & 299 OCEAN BOULEVARD. GOLDEN BEACH, FLORIDA 33160 TO PERMIT THE PROPERTY ELEVATIONS NOT TO EXCEED A HEIGHT OF 13.0' N.G.V.D. IN GRADE WHEN THE TOWN'S CODE PERMITS FOR A MAXIMUM GRADE ELEVATION OF 11' N.G.V.D.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2944.24

**Sponsor:** Town Administration



**Recommendation:** Motion to Approve Resolution No. 2944.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed.

**Town Manager** This variance is in Zone 1. It's an elevation variance and is appropriate. The applicant waives in support.

**O. CONSENT AGENDA**

**5. Official Minutes of the April 24, 2024 Special Town Council Meeting**

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed.

**6. A Resolution of the Town Council Approving the Use of Law Enforcement Trust Fund (LETF) Dollars for the Purchase of Four Speedchecks.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE USE OF AVAILABLE LETF MONIES FOR THE COSTS ASSOCIATED WITH THE PURCHASE OF FOUR (4) SPEEDCHECK -15 SOLAR POWER, YELLOW 88 + YELLOW SLOW DOWN, FDOT WITH POWDER COAT AND A SOLAR CABINET, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No.6  
Resolution No. 2945.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2945.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed.

**7. A Resolution of the Town Council Approving a Job Order Contract for Southeastern, Flametec and Island Electric.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOB ORDER CONTRACT WITH SOUTHEASTERN MAINTENANCE, INC. FLAMETEC, LLC. AND ISLAND ELECTRIC FOR SERVICES RELATED TO THE CCTV PROJECT, EMERGENCY CALL BOXES AND SECURITY RELATED MEASURES IN AN AMOUNT NOT TO EXCEED \$130,000.00; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 2-275 OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No.7  
Resolution No. 2946.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2946.24

A motion to approve was made by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed.

**N. TOWN RESOLUTIONS**

**8. A Resolution of the Town Council Authorizing Additional Scope of Work to the Design-Build Agreement with Gerrits Construction, Inc. and Other Associated Costs.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING ADDITIONAL SCOPE OF WORK TO THE DESIGN-BUILD AGREEMENT WITH GERRITS CONSTRUCTION, INC. AND PROVIDING FOR APPROVAL OF ADDITIONAL SPENDING AUTHORITY FOR THE TOWN CIVIC CENTER PROJECT AND OTHER ASSOCIATED COSTS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No.8  
Resolution No. 2947.24

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2947.24

A motion to approve was made by Councilmember Lusskin, seconded by Vice Mayor Einstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

The motion passed.

**Town Manager** This is a cleanup item. We've asked for an additional \$120,000 without asking our residents to pay for that; \$55,000 to North Miami Beach for our water collection; an allocation of \$84,000 to Axis Designs for all the improvements that we made especially for the lobby and throughout the building. The Mayor has also authorized up to \$18,000 in petty cash. We ask that you support this item.

## **P. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:

- Daily Street cleaning at Construction Sites

**Mayor Singer** As everyone knows, there's more construction going on in Golden Beach than ever before and I'm finding the construction sites at the end of the day are dirty. There's nails and screws left in the streets. No one sweeps the streets. I think we need to make a resolution or change the code where they are required at the end of the day to sweep the street, hose it down and make it clean. I think it needs to be done on a daily basis and we need to enforce it.

**Councilmember Lusskin** Agrees and there's a lot of people getting nails in their tires. Also, food items are left afterwards where dogs can get to them and getting sick. We have to really come down hard on that.

**Councilmember Bernstein** Agrees and we've been going through this for years. I can't think how many nails I've had over the year. We should be trying to make sure

that at the end of the day, someone is cleaning up those construction sites, especially the streets.

**Vice Mayor Einstein** It's a great suggestion. Also, I've noticed that residents are not cleaning up after their dogs. It's gotten really bad at the sidewalks. They don't even make an attempt to go to the park.

**Town Manager** The public is hereby advised that the Town Administration is directing the Town Attorney to draft an ordinance for first reading for the June 18<sup>th</sup> meeting. The construction sites are put on notice that an administrative order will be issued effective this Friday, that on Monday all construction sites will be required to have an attendant on site to ensure daily cleaning of the site effectively immediately.

**Mayor Singer** What are the consequences?

**Town Manager** Through the codes of ordinances, there's progressive fines for violating the Town's codes of ordinances. It starts at \$150 for the first occurrence, \$250 for the second occurrence, \$500 a day for every day that the occurrence continues to be in place. Chief Herbello is directed to have Code Enforcement follow those procedures.

Vice Mayor Bernard Einstein:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Town Manager Alexander Diaz

- Construction Sites Hours and Access

**Town Manager** This is more of a housekeeping item. The public is hereby advised that the Town Attorney is directed to mend the Town's code for the following: our construction sites currently allow for construction noise to begin at 8:00 am. Here's what we're starting to see; workers are starting to arrive as early as 5:00 am; they're opening gates; and they're sleeping at construction sites. Effective immediately, no construction workers are allowed on any job site prior to 8:00 am. The only exception to the rule in Zone 1 and Zone 1 only, is workers are allowed to drive into the construction site, park their vehicles, and exit the site and wait outside until 8:00 am. No individuals can be inside of the construction site except for Zone 1. The reason being Zone 1 does not have parking. Effective immediately, through an administrative order that will be issued this Friday to commence on Monday, no construction workers or activity may begin in any of the zones before 8:00 am. And in Zone 1, we'll allow parking and parking only.

**Councilmember Lusskin** is concerned about workers sleeping outside of the construction site in Zone 1; that's not exactly a great look either.

**Councilmember Bernstein** I think in theory it sounds great. I'm concerned with the traffic getting in here. If we don't allow people to come to the site until 8:00 we might be delaying construction on a lot of these properties a lot longer. Maybe we should consider letting them coming to the property at 7:30 but not starting until 8:00 so at least let them have a chance to avoid traffic by coming in a little earlier.

**Town Attorney** There's a balance that has to be drawn. I've seen this at other communities. The problem is when you keep them out, what they do is at 7:00 they start queuing up outside your gate. They'll be lined up all the way down A1A; all these trucks are going to be waiting for the gate to open. That creates a huge issue because there's no place for them to queue and wait.

**Town Manager** I hear the Council's message loud and clear. We will now allow construction sites to be open for purposes of prepping for the day as early as 7:30. I want to withdraw this item and work with the Mayor on issuing an administrative order and we'll bring it back at the June meeting.

It is the Town Administration's desire and intent to bring to the Council an item to negotiate a contract for one of the vendors that's presenting tomorrow. If that's an issue for any council members, the Council should deliberate today in terms of moving that date or join us through Zoom. But June 18<sup>th</sup> is your last meeting before your summer recess; so if the Council chooses not to take action at the June meeting on the Wellness Center project, we will not have authority to do anything until August 27<sup>th</sup>.

#### **Q. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Mayor Singer seconded by Vice Mayor Einstein

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:49 p.m.

Respectfully submitted,

*Lissette Perez*

Lissette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 18, 2024

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

6

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2949.24– Authorizing the Purchase of Five Chevrolet Tahoe's Police Vehicles

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2949.24 as presented.

### **Background and History:**

Due to the current backlog with purchases of police vehicles, and in an abundance of caution, the Town of Golden Beach Police Department is requesting Council approval to purchase Five Chevrolet Tahoe's, fully equipped with emergency equipment. These vehicles will be instrumental for our daily police patrols and public safety. The Chief of Police is requesting Council approval to proceed with the request for said purchase.

Current wait times for new vehicle purchases is anywhere from six to twelve months.

### **Financial Impact:**

Five Chevrolet Tahoe's Police Vehicles for a total cost not to exceed \$405,000.00 from the 2023-2024, and 2024-2025 fiscal budgets.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2949.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF FIVE CHEVROLET TAHOE POLICE VEHICLES AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to purchase Five Chevrolet Tahoe Police Vehicles in order to continue to provide service to the police patrol unit and police protection to the residents of Golden Beach; and

**WHEREAS**, the costs to the Town to purchase and equip Five Chevrolet Tahoe's is projected to be and not to exceed \$405,000.00, includes: Five vehicles – with a purchase costs of \$65,000 each; emergency equipment costs - purchase and installation for each vehicle not to exceed an additional \$16,000.00 for a total cost per unit of \$81,000.00; and

**WHEREAS**, the Town Council desires to utilize General funds to pay for the vehicles for Police Patrol; and

**WHEREAS**, the Chief of Police has recommended that the \$405,000.00 cost be taken from the Town's General Fund; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Authorization of Approval.** The approval and execution of

the purchase agreement of Five Chevrolet Tahoe Vehicles, as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized and approved.

**Section 3. Implementation.** That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 18<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 18, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, Town Manager *Alex D.*

**Subject:** **Resolution No. 2950.24 – Authorizing and Approving the scope of work for MWI Pumps to repair the stormwater pump at South Park.**

Item Number: <u>7</u>
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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2950.24 as presented.

### **Background:**

As part of our routine inspection and maintenance of our Stormwater System, it was discovered that one of the two Stormwater Pumps in South Park has reached the end of its useful life because of the amount of corrosion that has occurred. The repair will include the replacement of the impeller, shaft and bearings.

The Town has a contract with Pump Station Maintenance, who discovered that the pump needed to be repaired and the Town contracted MWI Pumps, one of the Town's vendors, who provided the attached quote for the repairs.

It was determined on March 26, 2024, that this repair was needed, and since it falls above the threshold of the Town Manager's spending authority, it requires Council approval.

In addition, our engineers have recommended that we apply a coating that will extend the pump's lifespan. The cost is between \$1,000 to \$2,000 for the coating. The attached Exhibit A is a complete breakdown of all items for council review.

### **Fiscal Impact:**

The installation has a fiscal impact not to exceed \$25,859.96, coming from the Stormwater Fund.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2950.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE SCOPE OF WORK FROM MWI PUMPS FOR THE REPAIR OF THE STORMWATER PUMP AT SOUTH PARK IN AN AMOUNT NOT TO EXCEED \$25,859.96; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as part of our routine inspection and maintenance of our Stormwater System, it was discovered that one of the two Stormwater Pumps in South Park has reached the end of its useful life due to extensive corrosion; and

**WHEREAS**, the Town of Golden Beach (the "Town") wishes to repair the Stormwater Pump at south Park to include the replacement of the impeller, shaft and bearings; and

**WHEREAS**, in addition our engineers have recommended that we apply a coating that will extend the pump's lifespan; and

**WHEREAS**, the Town wishes to engage MWI Pumps to perform the work for an amount not to exceed \$25,859.96, as stipulated in the Attached Exhibit "A", proposal and backup; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval of Agreement.** The Town Council hereby authorizes the Proposal by MWI Pumps in substantially the form attached hereto as Exhibit "A" (the "Proposal").

**Section 3. Implementation.** The Town Manager is hereby authorized to take all steps reasonably necessary to implement the work and this Resolution.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Judy Lusskin	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 18<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

# RESO. 2950.24 EXHIBIT A



Trash Pumps,  
Large Volume Pumps,  
RotoFlo™ Wellpoint Dewatering Pump,  
Jet Pump and PrimeRite™ Self-Priming Pump Rentals

February 28, 2024

Al Caruso  
Project Manager  
Craig A. Smith & Associates  
1425 E. Newport Center Drive  
Deerfield Beach FL 33442

REF: Golden Beach Submersible Pump Repair

Dear Al,

As per your request I'm submitting the following for your review.

We propose the following repair which includes the following components:

Disassemble pump, inspect all parts, clean and sandblast all parts, burn out stator, record data, rewind stator, double dip and bake.  
Repair shaft end and make new keyway, metalize shaft on seal area.  
Dynamically balance rotor with new impeller.  
Furnish and install new seal kit with bearings and o rings, reassemble, fill with oil.  
Paint and test.  
New OEM impeller.

**TOTAL PRICE: \$23,859.96**

10-12 weeks

Sincerely,

Tom Hyde  
MWI/Couch Repair

**MWI Rental Main Office**

208 N.W. 1st Street Deerfield Beach, FL 33441  
Phone: (954) 427-2206 Fax: (954) 426-2009

**MWI Rental Tampa**

7905 Baseline Court Tampa, FL 33637  
Phone: (813) 899-2863 Fax: (813) 899-2862

**MWI Rental Fort Myers**

4945 Kim Lane NE Fort Myers, FL 33905  
Phone: (239) 337-4747 Fax: (239) 337-1331

**MWI Rental Orlando**

9337 Bachman Road Orlando, FL 32824  
Phone: (407) 854-3378 Fax: (407) 854-3376

**MWI Rental Vero Beach**

7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968  
Phone: (772) 770-0004 Fax: (772) 770-1096

**MWI Rental Jacksonville**

11000 Blasius Road Jacksonville, FL 32226  
Phone: (904) 425-6741 Fax: (904) 425-6744

**From:** [Albert Caruso](#)  
**To:** [Lissett Rovira](#)  
**Cc:** [Stephen Smith](#); [Orlando Rubio](#); [Todd Larson](#)  
**Subject:** South Park Stormwater Pump Repair  
**Date:** Tuesday, March 26, 2024 2:21:39 PM  
**Attachments:** [South Park Pump Repair Quote.pdf](#)  
[Belzona Pump Coating.pdf](#)

---

Lissett,

Attached please find the quote from MWI for the South Park Pump Repair. I have included a brochure on Belzona pump coatings. The pictures below indicate the salt water corrosion on the pump after being submerged for twenty years. The pump coating will extend the pump's lifespan. The cost is between \$1,000 to \$2,000. While the pump is in the shop, now would be the time to do it. Let me know your thoughts. If you want to just repair the pump, impeller, shaft and bearings please sign the MWI quote and return it to me. Thanks.







**Al Caruso**  
**Project Manager**  
**Craig A. Smith & Associates**  
1425 E. Newport Center Drive  
Deerfield Beach, Florida 33442  
Phone: 954-782-8222  
e-mail: [acaruso@craigasmith.com](mailto:acaruso@craigasmith.com)

# IN FOCUS: Pumps



## BELZONA SOLUTIONS FOR PUMPS

The process of pumping fluids and solids puts equipment under constant strain. The consequence: corrosion and erosion processes occurring on main pump components such as impellers, casings and shafts. Cutwaters, wear rings and housings need to be monitored before they cause major problems with regards to the functioning and performance of the pump.

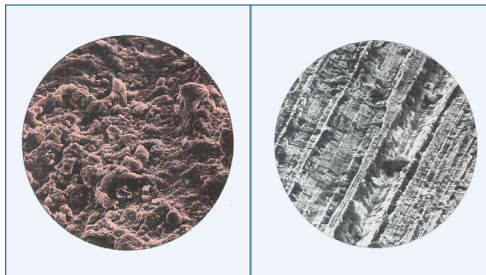
Initially, damage will lead to rough and pitted surfaces, which will increase friction and lead to a drop in the efficiency of the system as well as increased running costs. However, if not tackled in time, corrosion-erosion problems may jeopardise the integrity of the component, ultimately causing failure of the equipment.

While replacement might be an obvious solution, it is usually associated with high costs and lead times of weeks or even months. Hot work including welding and weld overlay, on the other hand, can induce heat stresses into the equipment and create problems with galvanic corrosion. More importantly, however, neither solution will address the underlying problem.

For this reason, an increasing number of pump operators are turning to cold-curing polymer technologies to repair and protect their equipment.

### **Increasing service life & saving costs**

Belzona systems provide a simple and cost-effective way of restoring the original profile and protecting components from future damage, while ensuring that the equipment is back in service in a matter of days. Application



**Even seemingly smooth metal surfaces are found to be relatively rough when examined under high magnification...**

will result in a pump that is better than new, offering increased erosion/corrosion resistance and improved performance.

### **Repair**

The Belzona range includes a selection of paste grade materials designed to offer repair solutions for a large variety of application situations.

**Belzona 1111 (Super Metal)** is the so-called “workhorse” of the range. Like all Belzona materials for pump repairs, this multi-purpose repair composite offers outstanding corrosion resistance, moulds to precise contours and can be applied in thin or thick sections in one operation. It bonds strongly to any metal substrate and will not shrink, expand or distort during the curing process – a significant advantage over composites that contain volatile organic compounds.

In many instances where the substrate has been affected by severe erosion-corrosion, **Belzona 1311 (Ceramic R-Metal)** is the first >>

Issue 101

## Contents



### **Belzona Solutions for Pumps 1**

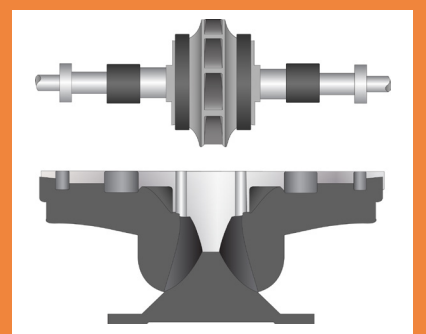
Increasing service life and saving costs...



### **Independent Fluid Flow Testing 2**

### **Tough Against Wear 3**

Service life of 10 vacuum pumps increased by a factor of 6...

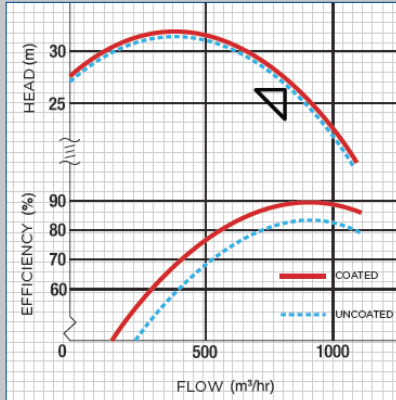


### **Going with the Flow 4**

Flow rate increase in centrifugal pump maintained at 9.5% after 3 1/2 years in service...

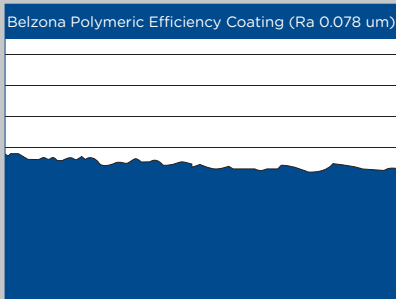
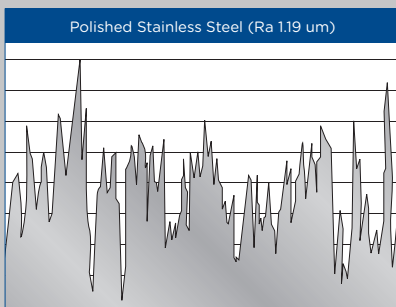


## INDEPENDENT FLUID FLOW TEST BY THE BRITISH NATIONAL ENGINEERING LABORATORIES (N.E.L.):



For this test, a single stage, end suction centrifugal pump with 10 inch suction and discharge branches was chosen. In uncoated condition and running at 1300 rpm, the pump was found to deliver 875m<sup>3</sup>/hr at 26.5 meter head with an overall peak efficiency of 83.5%.

Testing of the same pump coated with Belzona 1341 (Supermetalgilde) gave a 6% increase at peak efficiency, resulting in a power reduction of 5.1kW at duty point. Assuming a 5,000 hour operating cycle/ annum, the power saving over this period would amount to 25,500kWhr.



▶▶ choice for repairing wear and restoring the exact dimensions of badly eroded areas. Apart from offering excellent corrosion resistance, this material will significantly slow down erosion rates due to the high percentage of ceramic fillers in its composition.

In areas suffering severe damage (e.g. where part of the substrate has been removed by impact), a framework can be built to give mechanical strength back to the substrate. This framework can be built either by bolting or bonding on steel plates/gauze. The repair is then completed by filling the framework with the Belzona material to recreate the original profile.

### Protection

To achieve complete protection from future damage, the component must be coated. Recognising the large variety of conditions (chemicals, temperatures, solids entrainment) under which different pumps operate, Belzona offers a wide range of liquid applied protection systems, which cover temperatures of up to 180°C (356°F) and also resist a wide range of chemicals. Like Belzona repair materials, the Belzona coatings are VOC free, reducing health and safety concerns as well as avoiding product shrinkage commonly associated with many other coating technologies. Additionally, in contrast to many other coatings which need to be applied in a thick layer, Belzona coating systems are relatively thin and will not form any flow restrictions.

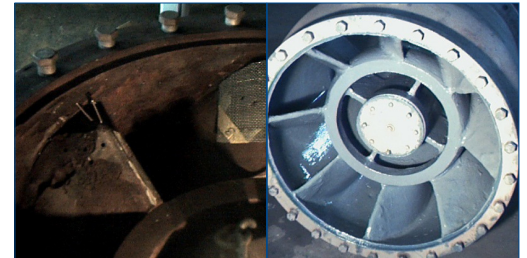
The material most commonly used in conjunction with [Belzona 1311 \(Ceramic R-Metal\)](#) is [Belzona 1321 \(Ceramic S-Metal\)](#). This system forms a durable protective coating for metal repair and erosion and corrosion protection with excellent chemical resistance in continuous immersion situations at temperatures of up to 60°C (140°F).

Where aggressive chemicals are present, the high-performance barrier coating [Belzona 4311 \(Magma CR1\)](#) is ideally suited to protect surfaces against the effects of chemical attack, in particular from acids and alkalis.

Other Belzona coating systems have been specifically designed for ultra-high temperature resistance, resistance to hot inorganic acids, high cavitation resistance or to provide protection against highly abrasive particles.

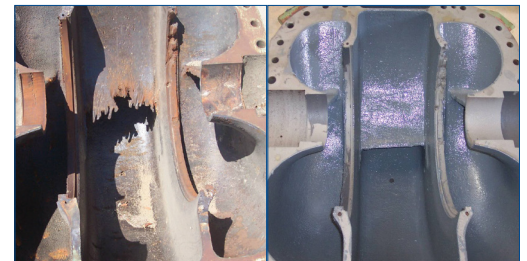
The range of durable protective coatings is complemented by [Belzona 1341 \(Supermetalgilde\)](#), a special high-performance coating system that can improve pump efficiency. Due to its ultra-smooth, self-levelling and hydrophobic properties as well as its low surface energy, it has been proven in independent tests to reduce turbulence and surface tension. At the same time, the coating will protect the component against future corrosion, meaning that its immediate effects on performance will be maintained over a long period, reducing power consumption and saving operating costs.

Having proven its benefits for used pumps, [Belzona 1341 \(Supermetalgilde\)](#) is also used by an increasing number of customers on new equipment to prolong service life and save on energy costs. It is also becoming more common practice to coat new equipment with [Belzona 1341 \(Supermetalgilde\)](#) to avoid lengthy fine machining and polishing time when the construction does not meet the original design specification in terms of efficiency. ■



Diffuser vanes with steel gauze in place

Completed application



Typical effects of erosion-corrosion on a centrifugal pump cutwater

After rebuilding and coating with Belzona



Thorough inspection for salt contamination (including chloride concentration measurement) ensures optimum surface preparation



Belzona 1341 (Supermetalgilde) used by an OEM



Scan the QR code to watch a Centrifugal Pump Restoration video on YouTube

# TOUGH AGAINST WEAR

Service life of 10 vacuum pumps increased by a factor of 6

In the following case study, a major paper company was looking for a solution to combat severe wear in 10 Siemens liquid ring vacuum pumps. The pumps had been in operation for approximately 12 months and had suffered significant loss in performance.

Upon dismantling one of the pumps, it was found that excessive carry over from the process had caused major erosion and corrosion damage to the pump components and that the critical tolerances had been lost.

### Belzona Solution

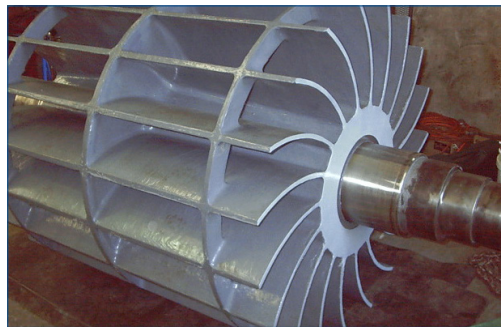
With regards to the rotor, it was decided to utilise [Belzona 1311 \(Ceramic R-Metal\)](#) and [Belzona 1321 \(Ceramic S-Metal\)](#) to eliminate the corrosion attack and greatly reduce the rate

of erosion. For the rotor port plates, [Belzona 1111 \(Super Metal\)](#) was used for rebuilding and then machined to restore the critical tolerances.

An internal inspection of the pump after 13 months in service proved the Belzona material was in excellent condition and still providing complete protection to the pump. It should be noted that no changes in the process had occurred and that an unprotected pump was almost destroyed in less than 12 months. All 10 pumps in the plant have been repaired and coated with Belzona and remain in service for an average of 6 years before requiring overhaul. Thanks to the Belzona solution, the plant operator could completely avoid replacement of the pumps. ■



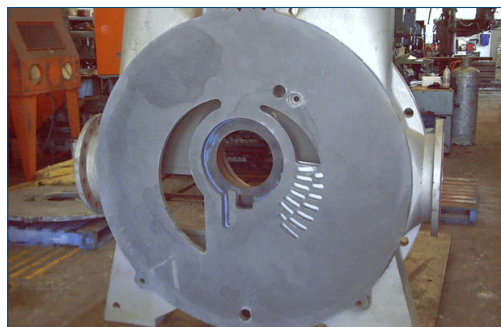
Damaged rotor before rebuilding



Application of Belzona 1311 and Belzona 1321



Erosion-corrosion damage on port plate



Port plate repaired with Belzona 1111

## BELZONA EFFICIENCY COATING

[Belzona 1341 \(Supermetalgilde\)](#) was first formulated in 1989 in response to a market demand for a coating that makes pumps more efficient, increases their service life, while at the same time reducing the need for routine maintenance.

As a result, a hydrophobic coating was designed that inhibits corrosion, slows down erosion and improves the fluid flow.



**Belzona 1341 (Supermetalgilde) is:**

### Simple

- » Brush or spray applied
- » Long working life after mixing
- » Mix and use only what is needed

### Safe

- » Low temperature cure ensures no fire risk
- » Environmentally friendly
- » Suitable for contact with potable water
- » Solvent free

### Versatile

- » Overcoating time up to 24 hours after application
- » Use in water up to 60°C (140°F)

### Effective

- » Outstanding adhesion
- » Good cavitation resistance
- » Excellent chemical resistance
- » Good abrasion properties
- » Improved hydrodynamic performance
- » Proven to be 15 times smoother than polished stainless steel

## INTRODUCING SPRAY FRIENDLY EXTREME EROSION RESISTANT LININGS

### Belzona 1331 & Belzona 1381

High molecular weight polymer composite

- Flexibility and impact resistance superior to conventional epoxy linings
- Belzona 1331 resists temperatures of up to 50°C (122°F) and Belzona 1381- up to 95°C (203°F).



FURTHER BELZONA SOLUTIONS FOR PUMPS

Belzona offers repair, rebuilding and protection solutions for a wide variety of pump types and components. Some of the most common applications include:

- » General erosion-corrosion damage
- » Efficiency coatings
- » Bearing and packing seats
- » Water-lubricated bearings
- » Repairing and protecting impellers
- » Worn cutwater profiles
- » Eroded flow straighteners
- » Impeller wear ring clearances
- » Casting lobes
- » Cone clearances
- » Casings
- » Rotors
- » Valve plates and end covers



Belzona is not just a product manufacturer but strives to provide a complete supply and apply package through its Global Distribution network. This network was specifically created to provide clients with direct access to Belzona quality products, specialist application services, inspection services and supervision. It is Belzona's mission to meet specialist repair and maintenance needs in its target industries and markets worldwide.

## GOING WITH THE FLOW

### Flow rate increase in centrifugal pump maintained at 9.5% after 3½ years in service

The water supply company in this example had to deal with a problem of two badly corroded/cavitated centrifugal KSB water supply pumps, whose output had drastically decreased by 11%. In addition to erosion caused by cavitation, general and bi-metallic corrosion had caused leakage at the wear rings, which contributed to the significant loss in efficiency.



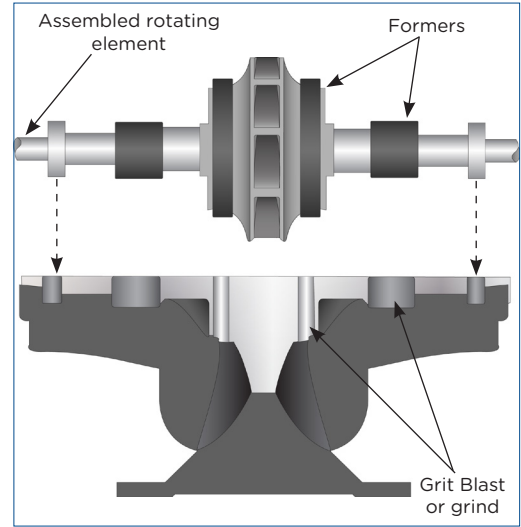
Corroded and cavitated pump

It was decided to restore the neck ring seats by a forming technique, using the neck rings as formers. First, the interior of the cast iron pump was grit blasted to the required surface preparation standard and the neck rings treated with release agent so that they could later be removed. Next, [Belzona 1111 \(Super Metal\)](#) was gradually built up on the prepared neck ring area. Immediately afterwards, the impeller of the pump (including the released neck rings) was lowered into position and all excess Belzona material that exuded from beneath the forming surfaces was removed. Correct height and alignment of the forming part is ensured by the correctly mounted and positioned bearings.

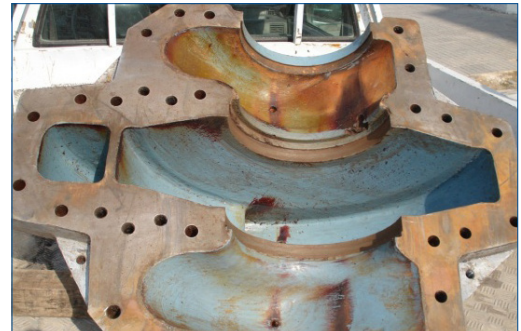
The same technique was then used to repair the other half of the casing. After cure, the impeller was removed and the repair dressed.

Finally, the pump was coated with [Belzona 1341 \(Supermetalgilde\)](#) to prevent corrosion and slow down future erosion damage. The result: The flow rate of the repaired pump was now 540l/sec, an increase of more than 12% over the corroded pump.

3½ years after the application, the pump was inspected and the flow rate was still found to be 530 l/sec, an increase of more than 9.5% over the corroded pump. ■



Completed repair



Coating in good condition after 3 ½ years in service

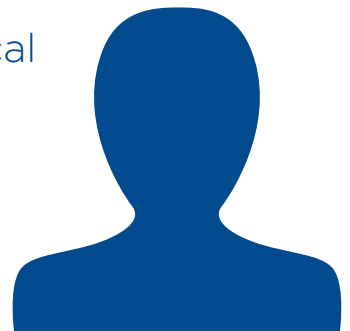


101

Issue No.



Click here to find your local Belzona Representative





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** June 18, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,   
Town Manager

**Subject:** **Resolution No. 2951.24 – Authorizing and approving the scope of work for Southeastern Engineering Contractors, Inc. for the installation of a 36” Wastop valve for the South Island outfall.**

Item Number:

8

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2951.24 as presented.

### **Background:**

The stormwater outfall on South Island has been inspected by our Town Engineers, who found that the check valve has cracked. The deterioration of the valve allows high tide water to reverse and infiltrate into the storm drains and structures, causing flood water in the streets. It is imperative to replace the Wastop valve as we enter hurricane and king tide season.

The attached Exhibit A is a complete breakdown of all items for council review.

### **Fiscal Impact:**

The installation has a fiscal impact of \$37,150.00, which will come from the stormwater fund.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2951.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE INSTALLATION OF A 36" WASTOP VALVE FOR THE SOUTH ISLAND OUTFALL, IN AN AMOUNT NOT TO EXCEED \$37,150.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town's Engineers have determined that check valve at the Stormwater Outfall on South Island needs to be replaced; and

**WHEREAS**, the malfunction of the valve allows high tide water to reverse and infiltrate into the storm drains, causing flooding in the Town's streets; and

**WHEREAS**, the Administration is recommending that we install a 36" Wastop valve; and

**WHEREAS**, the Town Council has determined that installing the 36" Wastop valve as recommended by the Town Manager is in the best interest of the Town; and

**WHEREAS**, the Town Council has determined that the proposal submitted by Southeastern Engineering Contractors, Inc. attached hereto as Exhibit "A," (the "Proposal") for an amount not to exceed \$37,150.00 is acceptable and will well serve the needs of the Town residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted and confirmed.

**Section 2. Proposal Approved.** The Town Council hereby approves the Proposal.

**Section 3. Implementation.** The Town Mayor and Town Manager are hereby directed to take all steps necessary to implement this Resolution, including the execution of the Proposal and/or contract approval by the Town Attorney.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 18<sup>th</sup> day June, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

# RESO 2951.24 EXHIBIT A



PROPOSAL					
PROJECT DESCRIPTION:		TOWN OF GOLDEN BEACH			DATE: 02/23/24
FINANCIAL PROJECT ID:		South Parkway Outfall 36" Wastop Valve Installation			
PROJECT NO.: N/A		ISLAND			
ITEM		UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
<b>Furnish and Install 1ea 36" Inline Valve (Wastop)</b>					
1	Mobilization	LS	1.00	1,900.00	1,900.00
2	MOT/ Safety / Erosion Control	LS	1.00	700.00	750.00
3	Remove Top Slab of Structure and Existing Valve, Cleaning	LS	1.00	4,200.00	4,200.00
4	Furnish & Install 36in Inline Check Valve	LS	1.00	26,700.00	26,700.00
5	Reinstall Top Slab, Sealing, and Restoration	LS	1.00	3,600.00	3,600.00
<b>TOTAL</b>					<b>37,150.00</b>

**Payment Terms:**

The price(s) quoted here are based on the quantities/measurements stated above. Any change in measurement or quantity may result in a price adjustment. Customer agrees to pay interest on past due payments at the highest rates allowed by law from when payment is due until payment is received by Southeastern. Customer agrees to pay all costs of collections due to non payment and reasonable attorney fees of the contractor in any effort to collect moneys under this agreement. All prices quoted are good for 30 days.

**Exclusions:** Permit fees unless specifically accounted for above, HOA fees, landscape restoration or any other work not specifically listed or described in this proposal. If you do not see an item of work described above please do not assume that it is accounted for.

Cost of restoration work (other than sod) of affected areas is to be priced by SEC and approved by the Town prior to SEC performing the restoration work. No restoration or repairs work such as landscaping, irrigation, etc., etc. is included in above items.

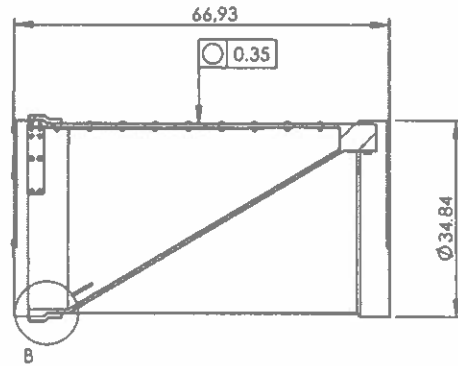
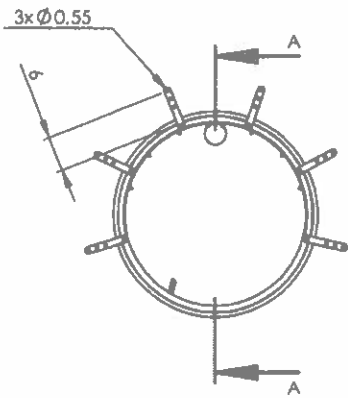
Minimum charge for concrete is \$3,150

Submitted Southeastern Engineering Contractors, Inc.  
911 NW 209th Avenue, Suite 101  
Pembroke Pines, Fl. 33029

Accepted by:  
Town of Golden Beach

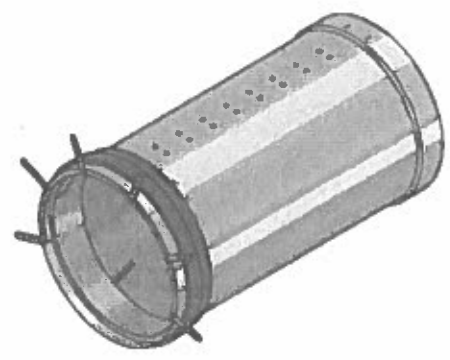
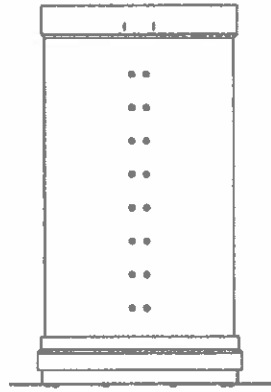
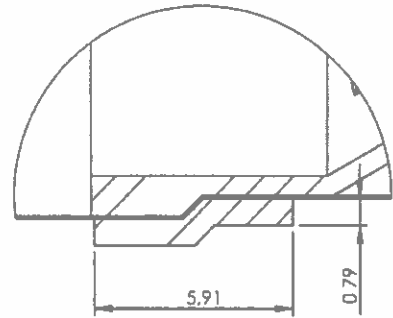
PO 24519

Rev.	Part	Created By	Appr By	Appr Date
A	Initial release	AE	PW	2020-02-06



A-A

DETAIL B  
SCALE 1 : 5



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Designed By	Approved By	Created Date	Units	General Tolerance	Scale	 Comments
AE	PW	2020-02-06	[inch]	ISO 13920A	1:3v	
Material			Project			
AISI 304 AISI 316L						
Weight [Lbs]		Box Volume [ft³]	Description			
272			WaStop NPS 36"			
 www.wapro.com			Article Number	Drawing Number	Rev	Sheet
			ws885-s	ws885-s-us	A	1/1





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 18, 2024

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

9

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2952.24– Authorizing the Mayor and Town Manager To  
Take Corrective Measures to Rectify Stormwater System Energizing  
Capabilities in Town During Emergency Events

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2952.24 as presented.

### **Background:**

As seen by the events of the previous week, the proper and quick response when wet weather events occur is critical for the safety and wellbeing of our community. Ensuring the proper functioning of the Town's Stormwater System is critical during these types of events. The Town's Stormwater System is comprised of permanent and temporary pumps, emergency backup generators, automatic transfer switches and a system free and clear of debris.

The Town relies on vendors (Gen Serv, Pump Station Maintenance and Vector Trucks Providers) to ensure that the system is functional and ready to operate as designed.

As we have learned recently, the ability to be able to run the Town and provide emergency relief during these types of events as soon as possible is critical. I am asking for authority and approval, with the consent of the Mayor, to take any and all corrective measures to ensure the proper operation of the Town's Stormwater System, to include the energizing, cleaning and proper operation during incidents that may arise. This will ensure that the Town is equipped to handle these types of events and provide emergency relief to the Residents of the Town as needed. It is requested, that with the consent of the Mayor, and acceptance by the Town Council (after the fact), the authorization of funds in an amount not to exceed \$50,000 per occurrence.

### **Fiscal Impact:**

\$50,000 per occurrence, with the consent of the Mayor and acceptance of the Town Council.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2952.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE CORRECTIVE MEASURES TO RECTIFY STORMWATER SYSTEM ENERGIZING CAPABILITIES IN TOWN DURING EMERGENCY EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the proper and quick response of the Town's Stormwater System is critical during an emergency event; and

**WHEREAS**, the Town Administration needs to be able to run the Town and provide for emergency relief during rain events or hurricanes as soon as possible; and

**WHEREAS**, the Town Council finds that authorizing the Mayor and Town Manager to take any and all corrective measures to rectify our stormwater system energizing capabilities in in the best interest of the Town; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted and confirmed.

**Section 2. Authorization of Approval.** The approval of the Mayor and Town Manager to take any and all corrective measures to rectify our stormwater system energizing capabilities during an emergency event, is hereby authorized and approved.

**Section 3. Implementation.** The Town Mayor and Town Manager are hereby directed to take all steps necessary to implement this Resolution.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 18<sup>th</sup> day June, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 18, 2024

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager *Alex B*

**Subject:** Resolution No. 2953.24 – Approving A Standard Form Agreement  
for Architectural Services between the Town and Eric Dempsey  
Architecture, LLC.

Item Number:  10
------------------------

---

**Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2953.24 as presented.

**Background:**

On April 26, 2022, the Town Council approved Resolution No. 2811.22 calling for a Town of Golden Beach Special Election to be held on August 23, 2022 to approve a Bond Referendum regarding the issuance of \$7-million in General Obligation (G.O.) Bonds for the purpose of building a Wellness Center and additional improvements throughout Town.

On August 23, 2022 the Residents of the Town overwhelmingly approved the Bond Referendum with over 75% of the votes cast being in favor of the issuance of the bond.

The Town provided initial and preliminary designs for the wellness center that would meet the needs of the community. After some consideration, the Town Council directed staff to issue a Request for Submittals (RFS) and on October 30, 2023 Request for Submittals (RFS) #2023-001 for the Town of Golden Beach Wellness center was issued. Four firms responded to the RFS:

- Arquitectonica Studio
- Eric Dempsey Architect, LLC.
- Martin Architectural Group
- NMD Nomadas, LLC.

A Wellness Center Advisory Committee, comprised of residents, was created and that committee met on February 5, 2024 and April 8, 2024 to hear proposal

presentations for all four firms. They were able to narrow the list down to the top two firms (Eric Dempsey Architect, LLC. and NMD Nomadas, LLC.).

At your April 24, 2024 Special Town Council Meeting you heard presentations from the final two firms and directed Administration to have both come back with resubmittals that were more gym-focused. Both firms presented their revised proposals at your May 22, 2024 Wellness Center Proposals Workshop.

Afterwards I met independently with members of the Town Council, who agreed with me that we should negotiate with Eric Dempsey Architect, LLC. It was important that while we work with Dempsey, we help keep the integrity of the firm's design but make changes that will be better received as part of the complex. Mr. Dempsey and I were able to negotiate a contract.

The Town Council is asked to approve the attached contract (in its substantial form) and the general terms as outlined.

During the next few months, the Town will be working on the design and building programming for the Wellness Center, following the parameters approved by the Town Council and with considerable input by our Residents. This facility MUST meet all of the expectations we have set for this project.

**Fiscal Impact:**

An amount not to exceed \$310,000, broken down as follows:

Schematic Design Phase	\$ 55,000.00
Design Development Phase	\$ 60,000.00
Construction Documents Phase	\$125,000.00
Procurement Phase	\$ 10,000.00
Construction Phase	\$ 60,000.00
<b>Total Cost</b>	<b>\$310,000.00</b>

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2953.24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A STANDARD FORM AGREEMENT (AIA DOCUMENT B101-2017) FOR ARCHITECTURAL SERVICES BETWEEN THE TOWN AND ERIC DEMPSEY ARCHITECTURE LLC; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of Town of Golden Beach (the “Council”) solicited proposals for architectural services to design a new Town Wellness Center; and

**WHEREAS**, on May 22, 2024, pursuant to §287.055, Fla. Stat., the Council selected Eric Dempsey Architecture LLC (the “Architect”) and directed the Town Manager to negotiate an agreement with the Architect; and

**WHEREAS**, the Town Administration has successfully negotiated the terms of an agreement with the Architect (the “Agreement”), which Agreement is attached hereto as Exhibit “A”.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval of Agreement.** The Town Council hereby approves the attached Agreement in substantially the form and content as attached subject to finalization by the Town Manager and Town Attorney.

**Section 3. Implementation.** The Town Manager and Town Attorney are hereby directed to take all action necessary and appropriate to implement this Resolution and the Agreement.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida this 18<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
STEPHN J. HELFMAN  
TOWN ATTORNEY

# RESO 2953.24 EXHIBIT A

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## AIA Document B101<sup>®</sup> - 2017

### *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the « 3 » day of « June » in the year « 2024 »  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

«  
TOWN OF GOLDEN BEACH« »  
1 GOLDEN BEACH DRIVE  
GOLDEN BEACH, FLORIDA 33160  
  
305-932-0744  
»

and the Architect:  
(Name, legal status, address and other information)

«  
ERIC DEMPSEY ARCHITECT, LLC  
410 EVERNIA ST. APT. 617  
WEST PALM BEACH, FL 33401  
  
561-889-0348  
»

for the following Project:  
(Name, location and detailed description)

«  
TOWN OF GOLDEN BEACH NEW WELLNESS CENTER  
»

The Owner and Architect agree as follows.

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**User Notes:**

**(1366904375)**



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

«

New Wellness Center, apx. 8000 - 9000 sqf.

Fully equipped gym with a variety of equipment, cardio machines, free weights, selector machines, cable machines, & assist machines.

Enclosed gym rooms, Multipurpose room / Group training / yoga room / spinning room

Accessible Restrooms / Family Restrooms

1500 sq. ft. Outdoor Covered Pavilion

Kids indoor play space

Community gathering space & associated amenities

Paddle Court Adjacent to Existing Annex Building

Large Wheelchair Ramp

»

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

« Buildable area, site boundary red-line provided in initial bid package. Architectural design to integrate with existing site planning and civil design works. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

« \$4.5 - 5.5 million fixed budget ( not including gym equipment )»

**§ 1.1.4** The Owner’s anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

- Start Work: June 2024
- Schematic Design: June 2024 - July 22, 2024
- Detailed Design: July 22, 2024 - Aug. 31, 2024
- Construction Documentation: Sept. 1, 2024 - Oct. 31, 2024

Total Design Schedule apx. 5 - 6 months.

**.2** Construction commencement date:

« Anticipated Winter 2025 »

**.3** Substantial Completion date or dates:

« Anticipated Winter 2026 »

**.4** Other milestone dates:

« November 2024, Construction Competitive Bidding »

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitive bid »

**§ 1.1.6** The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

« n/a »

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Alexander Diaz  
AlexDiaz@goldenbeach.us

Lisette Perez  
LPerez@goldenbeach.us

Lisett Rovira  
LRovira@goldenbeach.us

**§ 1.1.8** The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

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(List name, address, and other contact information.)

Paul Abbott  
305-773-6255

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »  
« »  
« »  
« »  
« »

.2 Civil Engineer:

Sean Compel  
« »  
« »  
« »  
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

«  
Eric J. Dempsey  
[ericj@dempsey-design.com](mailto:ericj@dempsey-design.com)  
+1 561 889-0350

Vivienne Zhou  
[vivienne@dempsey-design.com](mailto:vivienne@dempsey-design.com)  
561-889-0345

»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

INCLUDED

.2 Mechanical, Electrical, and Plumbing Engineer:

INCLUDED

§ 1.1.11.2 Consultants retained under Supplemental Services:

« none »

§ 1.1.12 Other Initial Information on which the Agreement is based:

Preliminary design direction is to be based on design workshop submittal and comments from 2024/05/21

1. *Flip building to reverse spiral concept and orient eastward toward tot-lot, lawn, and tennis / pickle ball courts. maximize with 120 viewing angle.*
2. *Add grand ramp to enter 2nd floor*
3. *in-between wellness center and existing annex building, add a new paddleball court*
4. *no spiral stairs, include switch back zig-zag stairs*
5. *enclose spinning class and multipurpose rooms for acoustic control. consider noise transmission in interior space.*
6. *coordinate MEP elements into back of house / core zone.*
7. *Underside of 2nd floor plate to be clean without exposed unsightly conduit, drain piping, etc.*
8. *Eliminate central skylight due to maintenance concerns.*

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ «\$50,000 each person / \$100,000 each accident / \$25,000 each accident » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and

Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « 1M » (\$ « 1,000,000 » ) per claim and « 1M » (\$ « 1,000,000 » ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost

of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

- *MEETING 1 to be scheduled to align with the project kick off meeting. Updated site plan layout to be presented.*

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

- *One (1) short video animation will be included together with the schematic design documents.*
- *MEETING 2 The architect will present to the owner an updated Schematic Design Package for Review and comment. Architect, Structural Engineer, and MEP Engineer to be in attendance.*

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

- *MEETING 3 the Architect will schedule to present the completed Schematic Design Documents in person. Architect, Structural Engineer, and MEP Engineer to be in attendance.*

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

*One (1) short video animation with a focus on the interior design will be included with the design development drawings.*

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

- *MEETING 4 Intermediate Review Meeting shall be scheduled mid-way through the Design Development Phase. Architect, Structural Engineer, and MEP Engineer to be in attendance.*

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

- *MEETING 5* The Architect shall submit the design development documents in person to the city. Architect, Structural Engineer, and MEP Engineer to be in attendance.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

- *MEETING 6* - Review meeting with town representatives regarding permit requirements. Architect, Structural Engineer, and MEP Engineer to be in attendance.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

- *MEETING 7* - Final review meeting with town representatives regarding construction documents. Architect, Structural Engineer, and MEP Engineer to be in attendance.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set

forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of



subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

#### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	n/a
§ 4.1.1.3 Measured drawings	n/a
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	not provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	n/a
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	not provided
§ 4.1.1.13 On-site project representation	not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	not provided
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	not provided
§ 4.1.1.21 Telecommunications/data design	not provided
§ 4.1.1.22 Security evaluation and planning	not provided
§ 4.1.1.23 Commissioning	not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	not provided
§ 4.1.1.26 Multiple bid packages	not provided
§ 4.1.1.27 Historic preservation	not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	not provided
§ 4.1.1.30 Other Supplemental Services	n/a

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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- .1 « 1-2 » reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
- .2 « 10 - 15 » visits to the site by the Architect during construction. The architect shall visit the site periodically during the construction phase and at major milestones in the construction process.
- .3 « 1 » inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - a. Perform an initial substantial completion inspection to prepare a punch list of items to be completed or corrected.
- .4 « 3 » inspections for any portion of the Work to determine final completion. To determine final completion, the Architect shall:
  - b. Conduct up to two follow-up inspections to verify that the punch list items have been addressed.
  - c. Conduct one final inspection to confirm that all work has been completed in accordance with the contract documents.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as

required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the

Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*



If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« \$35,000 »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« \$30,000 »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

« \$310,000 »

~~.2 Percentage Basis  
(Insert percentage value)~~

~~« » ( « » ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « 10 » percent ( « 10 »%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« 55000 »	percent (	« »	)	%
Design Development Phase	« 60000 »	percent (	« »	)	%
Construction Documents Phase	« 125000 »	percent (	« »	)	%
Procurement Phase	« 10000 »	percent (	« »	)	%
Construction Phase	« 60000 »	percent (	« »	)	%
Total Basic Compensation	one hundred	percent (	100	)	%

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

Employee or Category	Rate (\$0.00)
Architect	\$250/Hr
Structural Engineer	\$200/Hr
MEP Engineer	\$200/Hr
Cost Estimation	\$150/Hr
Landscape Architect	\$150/Hr

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation / authorized travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus « 10 » percent ( « 10 » %) of the expenses incurred.

**§ 11.9 Architect’s Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

« »

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of « 20% » (\$ « \$62000 » ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.~~

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice.

Amounts unpaid « 30 » ( « 30 » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

« 1.5 » % « 1.5 percent per month»

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and

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services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

« »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[ « » ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**ARCHITECT** (Signature)

ERIC J. DEMPSEY  
NCARB, AIA, CDT, LEED AP  
  
Principal Architect / Owner  
ERIC DEMPSEY ARCHITECT, LLC  
FL License AR100935

410 Evernia St. Apt. 617  
West Palm Beach, FL 33401

« » Town of Golden Beach « »

(Printed name and title)

(Printed name, title, and license number, if required)