

THE TOWN OF
Windermere



MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien

Council Members

Robert McKinley

Andy Williams

Chris Sapp

Bill Martini

Liz Andert

Agenda

Agenda

October 8, 2019

6:00 PM

WINDERMERE TOWN HALL

520 MAIN STREET

WINDERMERE, FL 34786

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceeding should contact the Office of the Town Clerk at least 48 hours beforehand at (407) 876-2563

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all proceedings before the Town of Windermere Town Council:

1. All electronic devices, including cell phones and pagers, shall be either turned off or otherwise silenced.
2. Prolonged conversations shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council.
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Town Council meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Town Council meeting by an officer and such other actions as may be appropriate. **PLEASE NOTE:** IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- FLAG SALUTE
- INVOCATION

1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

- a. Week of the Family November 2-9, 2019 (Attachment-Mayor to Present)

3. NEW BUSINESS

- a. MINUTES (None at this time)
- b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

i. ORDINANCE NO. 2019-05

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA PERTAINING TO SAFETY; DESIGNATING RIDGEWOOD DRIVE FOR ONE-WAY TRAFFIC AND PROVIDING AUTHORITY TO THE TOWN MANAGER TO INSTALL OFFICIAL TRAFFIC CONTROL DEVICES; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.

c. BOARD & COMMITTEE APPOINTMENTS

- i. Establish New Committee: Windermere's Active Youth "The W.A.Y Forward":
Mission statement: To have a positive impact on the Town, encourage volunteerism, advocate for our environment, and bridge the generational gap between residents.
(Attachments-Grace Foglia and Robert Smith to Present-Staff Recommends Approval)

ii. Windermere's Active Youth Appointees:

1. Grace Foglia
2. Alec Alligood
3. Rainey Carter
4. Haley Martini
5. Quinn Matheison
6. Raeland Mitchell
7. Sara Mitha
8. Sarah Myers
9. Darby Reagan

d. CONTRACTS AND AGREEMENTS

- i. Central Park Exercise Equipment Not to Exceed \$31,000 (Attachments-Parks & Recreation Recommends Approval)
- ii. Central Park Drinking Fountain Not to Exceed \$14,000 (Attachments-Parks & Recreation Recommends Approval)
- iii. Construction Manager at Risk Agreement (Attachments-Staff Recommends Approval)

4. MAYOR & COUNCIL LIAISON REPORTS

- a. MAYOR O'BRIEN
- b. COUNCILMAN MCKINLEY
- c. COUNCILMAN WILLIAMS
- d. COUNCILMAN SAPP
- e. COUNCILMAN MARTINI
- f. COUNCILMEMBER ANDERT

5. STAFF REPORTS

- a. TOWN MANAGER ROBERT SMITH
- b. TOWN ATTORNEY TOM WILKES
- c. POLICE CHIEF DAVE OGDEN
- d. PUBLIC WORKS DIRECTOR SCOTT BROWN

6. ADJOURN

- **REPORTS: NO ACTION REQUIRED**
- **FILED ITEMS**
 - a. **Town Council Liaison Reports**
- **IMPORTANT DATES**

October

- **10/10 – Parks & Recreation Meeting**
- **10/11 – Farmers Market**
- **10/12 – Craft Beer Fest**
- **10/15 – Development Review Board Meeting**
- **10/17 – Windermere Tree Board Meeting**
- **10/18 – Farmers Market**
- **10/22 – WOCC Lunch & Learn @ Town Hall**
- **Town Council Workshop**
- **10/25 – Farmers Market**
- **Food Truck Night**
- **Halloween Movie (?) TBD**
- **10/26 – Halloween Hayride & Costume Parade**
- **10/30 – Historical Preservation Board Meeting**

November

- **11/1 – Farmers Market**
- **11/5 – Code Enforcement Hearing**
- **11/7 – Food Truck / Farmers Market Selection Committee Meeting**

- **11/8 – Farmers Market**
- **11/12 – Town Council**
- **11/14 – Parks & Recreation Meeting**
- **11/15 – Farmers Market**
- **11/19 – Development Review Board Meeting**
- **11/21 – Windermere Tree Board Meeting**
- **11/22 – Farmers Market**
- **Food Truck Night**
- **Light Up Windermere (?) TBD**
- **Holiday Movie Night (?) TBD**
- **11/26 – Town Council Workshop**
- **11/27 – Historical Preservation Board Meeting**
- **11/28 – Thanksgiving. Town Offices CLOSED**
- **Long Range Planning Committee Meeting RESCHEDULE TBD**
- **11/29 – Town Offices CLOSED**

December

- **12/3 – Code Enforcement Hearing**
- **12/4 – Downtown Business Committee Meeting**
- **12/5 – Food Truck / Farmers Market Selection Committee Meeting**
- **Oral History Project Subcommittee Meeting**
- **12/6 – Farmers Market**
- **Holiday Hoopla**
- **12/10 – Elders Luncheon**
- **12/12 – Parks & Recreation Meeting**
- **12/13 – Farmers Market**
- **12/17 – Development Review Board Meeting**
- **12/19 – Windermere Tree Board Meeting**
- **12/20 – Farmers Market**
- **12/24 – Christmas Eve. Town Offices CLOSED**
- **Town Council Workshop RESCHEDULE TBD**
- **12/25 – Christmas Day. Town Offices CLOSED**
- **12/26 – Long Range Planning Committee Meeting**
- **12/27 – Farmers Market**
- **Food Truck Night**
- **12/31 – New Year’s Eve. Town Offices CLOSED**



**WINDERMERE PROCLAMATION DECLARING NOVEMBER 2 THROUGH
NOVEMBER 9, 2019 AS THE WEEK OF THE FAMILY**

WHEREAS, the Town of Windermere is blessed with a multitude of families, an essential part of the cultural, social and spiritual fabric of our community; and

WHEREAS, the Town of Windermere recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks, and services; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policy makers, and families themselves; and

WHEREAS, during the week of November 2 through November 9, 2019, the Town of Windermere's residents should take time to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year; and

WHEREAS, during this week, we urge residents of the Town of Windermere to join other agencies and organizations throughout the county to honor and celebrate our families;

NOW, THEREFORE, I, Jim O'Brien, Mayor of the Town of Windermere, do hereby proclaim the week of November 2 through November 9, 2019, as:

WEEK OF THE FAMILY

in the Town of Windermere, and urge all citizens to share in this occasion.

Dated this 8th day of October, 2019.

**Jim O'Brien,
Mayor, Town of Windermere**

ORDINANCE NO. 2019-05

**AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA
PERTAINING TO SAFETY; DESIGNATING RIDGEWOOD DRIVE FOR
ONE-WAY TRAFFIC AND PROVIDING AUTHORITY TO THE TOWN
MANAGER TO INSTALL OFFICIAL TRAFFIC CONTROL DEVICES;
PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.**

BE IT ENACTED BY THE PEOPLE OF THE TOWN OF WINDERMERE:

Section 1. Legislative Findings and Intent. The Town Council of the Town of Windermere hereby makes and declares the following findings and statements of legislative intent:

- (1) The Town of Windermere has experienced a great deal of cut-through traffic through its residential streets, creating hazards and safety issues for residents.
- (2) Section 316.088 of the Florida Statutes allows the Town to designate, by official traffic control devices, any roadway under its jurisdiction for one-way traffic.
- (3) The Town has held numerous workshops and public meetings with Town residents on the traffic issues and as part of a strategy to provide safer residential streets, the Town Council hereby determines and declares that Ridgewood Drive shall be designated for one-way traffic.

Section 2. Approval of designation of Ridgewood Drive for one-way traffic. Ridgewood Drive is hereby designated for one-way traffic, and the Town Manager or his designee is hereby authorized to take all actions necessary to install the official and required traffic control devices on Ridgewood Drive and to take any other actions needed to effect the purpose of this Ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon its enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of _____, 2019.

Town of Windermere, Florida
By: Town Council

By: _____

Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: October 8, 2019

Advertised:

Second Reading:



EXECUTIVE SUMMARY

SUBJECT: Windermere Active Youth “The W.A.Y Forward” Committee Creation

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 10/8/19

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: \$TBD

Annual

Capital

N/A

FUNDING SOURCE: _____

Wine & Dine

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Mayor & Council,

Town Staff was approached by Grace Foglia to inquire about setting up a youth committee to get more of the Town’s younger generation involved in Town functions and issues. Over several weeks she has met with staff and peers and has come up with not only a mission but has obtained several applications for participation in the committee. The Committee would be supervised by the Town Manager and a Liaison designated by the Mayor. The Committee Members understand that they will be acting under the sunshine and would need to follow all other requirements as with other boards and committees. Staff has reached out to legal and the Town would need waivers from each of the participants parents or guardians to participate.

Staff Recommends Approval

Windermere’s Active Youth

“The W.A.Y Forward”

Mission statement: To have a positive impact on the town, encourage volunteerism, advocate for our environment, and bridge the generational gap between residents.

Applicants:

Alec Alligood

Rainey Carter

Grace Foglia

Haley Martini

Quinn Matheison
Raeland Mitchell
Sara Mitha
Sarah Myers
Darby Raegan

This committee will benefit the town because it is getting the younger generation involved in the community. The committee will create volunteer opportunities for ourselves as well as other high school students. The environment in Windermere is very important, and Windermere's Active Youth will do what we can to protect and preserve the local ecosystems. Bridging the generational gap will allow the youth to feel more included in Windermere. Getting involved with other committees to set and accomplish goals will teach the members of W.A.Y responsibility, and allow them to learn how to work with other committees. Therefore, this committee will benefit everyone, not just the town.

The reason for creating this committee is to get local high school students involved in volunteerism as well as support our town and other residents. I believe that the students will enjoy participating in volunteer opportunities with other high schoolers and residents. Creating this committee will bring them together through accomplishing goals and helping our community.





EXECUTIVE SUMMARY

SUBJECT: Central Park – Exercise Equipment

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only) **DATE OF MEETING:** October 08, 2019
 Regular Meeting Special Meeting

CONTRACT: N/A **Vendor/Entity:** Faden Builder, Inc
Effective Date: 10/08/2019 **Termination Date:** 10/09/2020
Managing Division / Dept: Public Works

BUDGET IMPACT: Not to Exceed \$31,000.00
 Annual **FUNDING SOURCE:** FRDAP
 Capital **EXPENDITURE ACCOUNT:** 001 5193 000 9670
 N/A

HISTORY/BACKGROUND/RECOMMENDATIONS:

Mayor & Council,

History

On January 10, 2017 the Town Council approved awarding RFP #2016-03, Landscape Architectural Services to Innovations Design Group (IDG) – in which to develop design plans to use for the Windermere Parks Capital and FRDAP Improvement Projects.

Background

As IDG completed their contractual meetings agreement by conducting two (2) meetings with the committees, as well as completed the design plans, which were approved by the Town Council on September 12, 2017 the Parks & Recreation Committee and Public Works has been steady completing the elements noted on the plans for the enhancement of all parks within the Town. Furthermore, most of the elements in Central and Fernwood Park are part of and need to be fulfilled for the Florida Recreation Development Assistance Program (FRDAP) grant.

Recommendation

The Parks & Rec Committee desires to install the exercise equipment at Central Park - to ensure longevity and

appearance they noted modifying the equipment noted on the plans from a wooden material to a powdered coated metal. Staff agrees with this approach. For this, using the plans with the requested modifications, Staff reached out to five (5) contractors, using the plans developed by IDG modifying to powder coated material. The results are as follows:

Parkforms – Non-Responsive

Rep Services, Inc - \$58,842.62

Kompan, Inc - \$53,147.13

Dobson's Woods and Water, Inc. - \$53,013.75

Swartz Associates, Inc -\$29,980.15

The exercise equipment will consist of nine (9) active elements, wooden boarders on each, kid safe engineering wood fiber and one (1) frisbee golf discatcher.

Staff recommends Swartz Associates, Inc for this project. Swartz Associates, Inc has provided and installed the replacement play element at Central Park that was damaged by Hurricane Irma. Their past performance was excellent and their very reasonable costing also includes two (2) picnic tables and two (2) trash cans, which are also part of our obligations under the FRDAP grant. The Parks and Rec Committee also supports the use of Swartz Associates, Inc.

Please mail POs, contracts and checks to:
 Rep Services, Inc.
 581 Technology Park, STE 1009
 Lake Mary, FL 32746-7127

Proposed To: Town of Windemere
 Parks
 614 Main Street
 Windemere, FL 34786

Ship To: TBD at a later date

Bill To: Town of Windemere
 Parks
 614 Main Street
 Windemere, FL 34786

Attn: Scott Brown

Attn:

Attn: Scott Brown

Project No: 16890 **Project Name:** Town of Windemere - Central Park Fitn **Project Contact:** Scott Brown
Proposal No: 16890.01 **Proposal Name:** Town of Windemere - Central Park **Project Location:**
Proposal Date: 8/20/2019 **Proposal Expires:** 9/19/2019

For Questions Contact: Sheila Brown ☎ 407-915-7846 ✉ sheila@repervices.com
Sales Consultant: Mary Langley ☎ 407-947-6318 ✉ mary@repervices.com

Opt/Rev: A/0 **Printed:** 8/21/19 - SA

Vendor: Landscape Structures **Proj Drawings:** 16890-1-1 **570415**

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
HealthBeat						
Sports & Fitness	IP192451A-001	1 EA	Ab Crunch/Leg Lift DB Order Post Separately*	1,580.00	1,580.00	1,580.00
	IP192452A-001	1 EA	Assisted Row/Push-Up DB Order Post Separately*	1,433.00	1,433.00	1,433.00
	IP192453A-001	1 EA	Parallel Bars DB Order Post Separately*	1,444.00	1,444.00	1,444.00
	IP192454A-001	1 EA	Balance Steps DB Order Post Separately*	2,095.00	2,095.00	2,095.00
	IP192460A-001	1 EA	Pull-Up/Dip DB Order Post Separately*	1,654.00	1,654.00	1,654.00
	IP192462A-001	1 EA	Stretch DB Order Post Separately*	2,636.00	2,636.00	2,636.00
	IP192463A-001	1 EA	Tai Chi Wheels Order Post Separately*	1,953.00	1,953.00	1,953.00
	IP192464A-001	1 EA	Intro Sign DB	819.00	819.00	819.00
	IP205941A-001	1 EA	Steel Post w/No Attachment DB	819.00	819.00	819.00
	IP205942A-001	2 EA	Steel Post w/1 Top Attachment DB	819.00	819.00	1,638.00
	IP205944A-001	3 EA	Steel Post w/2 and 0 Attachments DB	819.00	819.00	2,457.00
	IP205947A-001	1 EA	Steel Post w/3 Attachments DB	819.00	819.00	819.00
	IP207607A-001	7 EA	HealthBeat Blank Sign Set	0.00	0.00	0.00
Surfacing	IP100626A-001	139 EA	30" Galvanized Stake	14.00	14.00	1,946.00
	IP119214A-001	115 EA	Tuff-Timber 4'	49.00	49.00	5,635.00
	IP130799A-001	7 EA	TuffTimbers Access Wedge	830.00	830.00	5,810.00

Product Subtotal: \$32,738.00

6 Sets of Signed & Sealed Engineering: \$1,600.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 3,415 lbs Freight Charge: \$4,834.62

Landscape Structures Total: \$39,172.62

Vendor: iMulchFL **Proj Drawings:** 16890-1-1 **570416**

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Surfacing	EWf-ORANGE COUNTY	116 CY	Engineered Wood Fiber Material, Freight & Installation	43.75	43.75	5,075.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge: Included

iMulchFL Total: \$5,075.00

Installation By RSI Installer: The scope includes the following, as required: 570417

Item	Qty	Description
INS-LSI	1 LT	Equipment Installation - Landscape Structures Design #16890-1-1
PERMIT FILING	1 EA	Labor charge for Licensed Contractor to file for building permit from the appropriate jurisdiction. NOTE: Permit Fees charged by the jurisdiction will be prepaid and invoiced separately and may require a change order to your Purchase Order or Contract.

RSI Installer Total: \$14,595.00

General Terms of Sale and Proposal Summary

Net 30

Product:	\$39,413.00
Installation:	\$14,595.00
Freight:	\$4,834.62
Proposal Total:	\$58,842.62

Notes

Basis of Proposal:

Our proposal is based upon our discussion

(This schedule starts when all needed information to direct engineering has been gathered.)

Estimated project completion schedule

- 4 - Weeks: Engineering
- 4 - Weeks+/- Permitting, finishes, etc.
- 4 - Weeks Longest manufacturing lead time.
- 1 - Week Shipping
- 1 - Weeks Installation of equipment*
- 14 - Weeks TOTAL WEEKS**

Note that RSI is committed to do all it can to meet the needs of your project.

*The installation schedule will be determined based on prepared site and installation crew availability. RSI will respond in a timely fashion after receipt of Permit to proceed.

Scope of Proposal Includes:

- Engineered Drawings
- Permit Filing
- HealthBeat Equipment
- Surfacing
- Standard Colors/Materials
- Installation

To be provided by the customer, as applicable:

- Site Plan or Survey
- Soils testing
- Tree Survey
- Accessibility to site (for installers and equipment)
- Permitting Fees assessed by Building Department

Please note the vendor requirements itemized below.

Landscape Structures:

When placing an order, please select colors from those shown on pages 236-238 of the catalog.

Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

Mulch Florida:

Engineered Wood Fiber:

*** IPEMA CERTIFIED ASTM F1292-13 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment and ASTM F2075-10a Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

Drainage is extremely important to the long term performance of your playground surfacing. A minimum of a 12" depth of surfacing material must be maintained at all times.

*** This is a natural product. Particle size, texture and color may vary from a tan to a dark brown due to the natural conditions of the environment.

Freight and installation included.

RSI Installer:

Installation Does NOT include:

- Excavation, removal and grading to proper level
 - ALL Site work to be completed prior to installer arrival.
 - Site must be prepared and accessible to installers and equipment
- Site security to prevent theft or vandalism of equipment.
- Water and 110 Electric.
- Underground Utilities Located and Marked prior to installation.
- Storage.
- Trash Dumpster to accommodate construction waste.
- Does not include soil density or concrete testing

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 1/2 % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Town of Windermere

Company Name

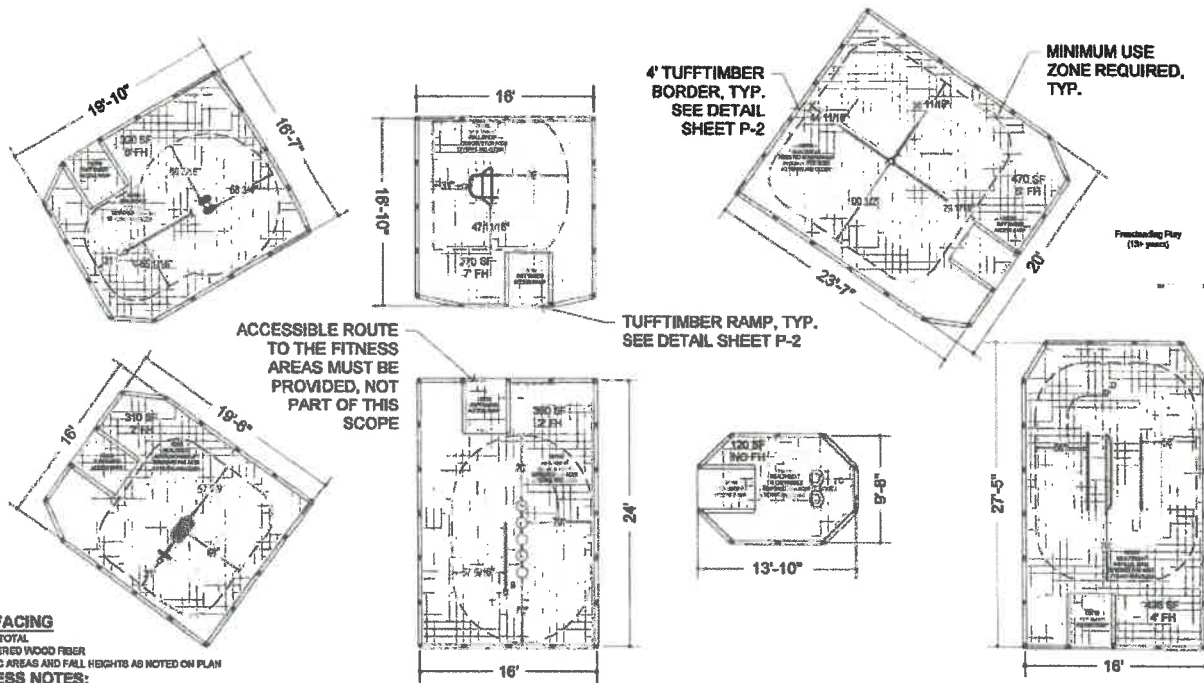
Authorized By

Printed Name

Date

As Its:

(Title)



SURFACING

2318 SF TOTAL ENGINEERED WOOD FIBER SPECIFIC AREAS AND FALL HEIGHTS AS NOTED ON PLAN

FITNESS NOTES:

1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS
3. THIS FITNESS AREA AND EQUIPMENT IS DESIGNED FOR AGES 13+ YEARS
4. IT IS THE MANUFACTURERS OPINION AND INTENT THAT THE USE AND LAYOUT OF THESE COMPONENTS CONFORM WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARD ASTM F3101
5. THE EQUIPMENT SHOWN IS TO BE CONSIDERED FITNESS EQUIPMENT ONLY. APPROPRIATE STORAGE IS STRONGLY RECOMMENDED. OUTDOOR FITNESS EQUIPMENT SHALL NOT BE PLACED WITHIN DESIGNATED CHILDRENS PLAYGROUND AREAS AND SHALL BE SEPARATED FROM THE USE ZONES FOR PLAYGROUND EQUIPMENT BY PERIMETER, MOUNDS, PATHWAYS, LANDSCAPING OR OTHER BARRIERS.
6. THE OWNER/OPERATOR SHALL INSTALL PROTECTIVE SURFACING IN ACCORDANCE WITH SPECIFICATIONS P202 AND P101, AS APPLICABLE (REF. ASTM F3101-15 HELD).
- 6.1. PROTECTIVE SURFACING MATERIAL MUST HAVE A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT AND BE ACCESSIBLE (REF. ASTM F3101).

NOT FOR CONSTRUCTION

QTY. POSTARCH LENGTHS

- 1 A Steel Post w/0 Attachments
- 2 B Steel Post w/1 Top Attachment
- 3 C Steel Post w/2 and 0 Attachments
- 1 D Steel Post w/No Attachment

A WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

A WARNING
SURFACING AND PLAYSURFACES MAY BECOME HOT AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

Revisions:

#	DATE	BY	CHK.

Date: 8/19/2019

Project: 16890

Drawing: 16890-1-1 HB

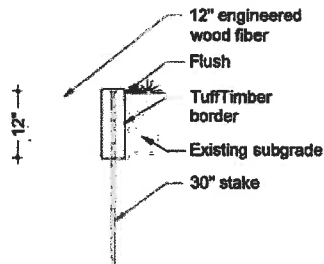
Sheet: **P-1**
Fitness Equipment Plan

Fitness Equipment Plan

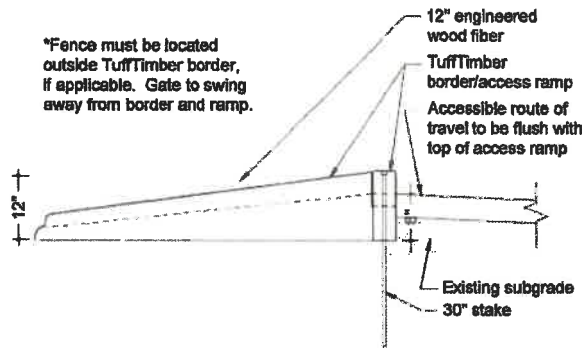
Town of Windermere - Central Park Fitness

Windermere, FL

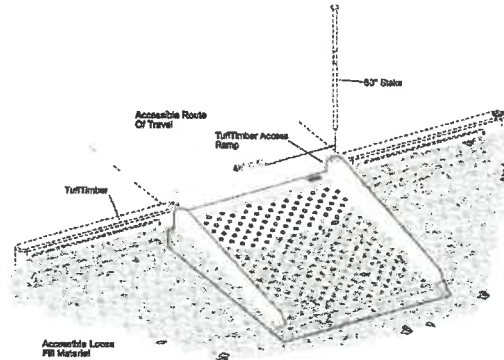




○ Engineered Wood Fiber
w/ TuffTimber Border Flush w/ Grade



○ TuffTimber Border and Access Ramp
w/ Engineered Wood Fiber



Revisions:	
No.	Date

Date: 8/19/2019
 Project: 16890
 Drawing: 16890-1-1 HB
 Sheet: P-2
 Details

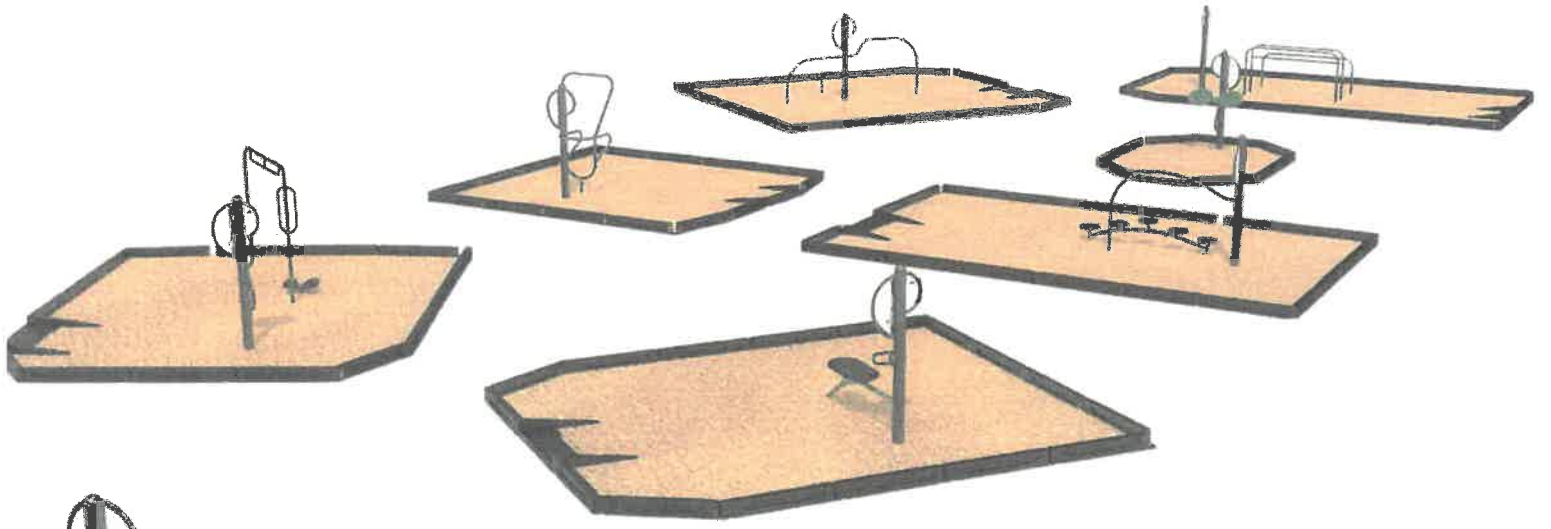
NOT FOR CONSTRUCTION
 NOT TO SCALE

Details

Town of Windermere - Central Park Fitness

Windermere, FL

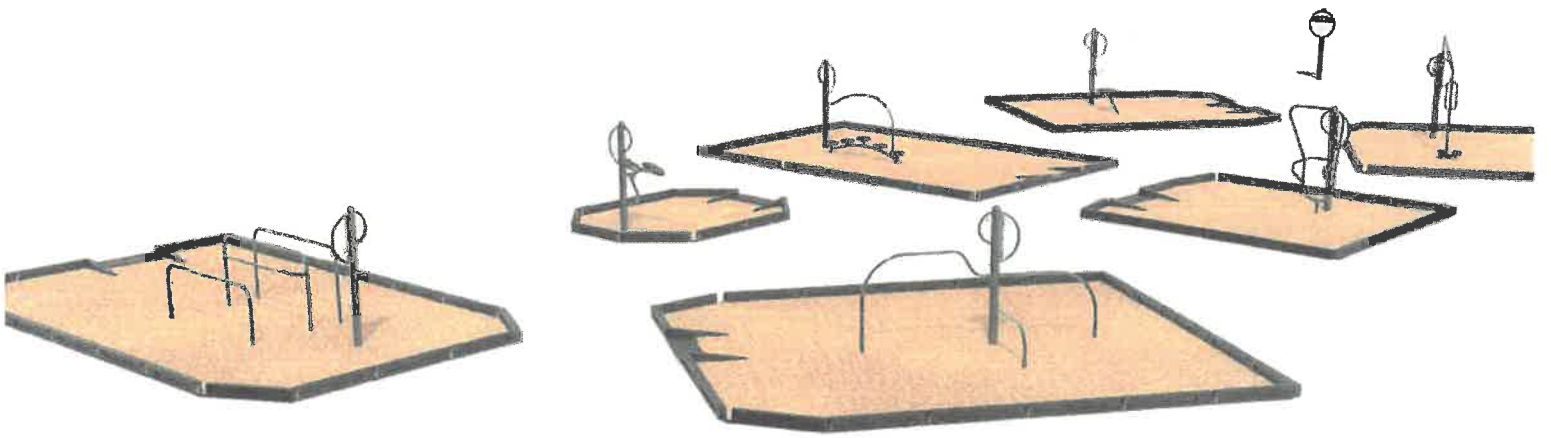
REP SERVICES, INC.
 Experts in Play & Outdoor Spaces



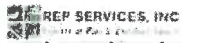
Town of Windermere
- Central Park Fitness
16890-1-1 HB • 08.21.2019



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Town of Windermere
- Central Park Fitness
16890-1-1 HB • 08.21.2019



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SALES PROPOSAL



KOMPAN, INC. * 605 W Howard Lane Ste 101, Austin, TX 78753 * Tel 1-800-426-9788 * Fax 1-866-943-6254 * www.kompan.com

Site Location: C0007856
 Town of Windermere
 Central Park
 Scott Brown
 Oakdale St
 Windermere, 34786
 United States

Date 09/05/19
Expiration Date
Proposal No. SP68459
Project Town of Windermere
Ship to State/Zip FL 34786
Customer Service Representative Erik Poulsen
Sales Representative Audra Bussey
Payment Terms DEP50%&N30

Invoice-to: C0007856
 Town of Windermere
 614 Main St.
 Windermere, FL 34786
 United States
 Scott Brown

Ship-to:
 Town of Windermere
 Central Park
 Oakdale St
 Windermere, FL 34786
 United States
 Scott Brown

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
1	FSW20200-0900	DIP BENCH, Grey,IG	1,480.00	1,480.00	10.00	1,332.00
1	FSW20300-0900	BENCH, Grey,IG	1,610.00	1,610.00	10.00	1,449.00
1	FSW20600-0900	INCLINE PRESS, Grey,IG	1,530.00	1,530.00	10.00	1,377.00
1	FSW20700-0900	MULTI NET, Grey,IG	1,480.00	1,480.00	10.00	1,332.00
1	FSW20900-0900	PUSH UP BARS, Grey,IG	1,150.00	1,150.00	10.00	1,035.00
1	FSW21500-0900	BALANCE BEAM, Grey,IG	2,190.00	2,190.00	10.00	1,971.00
1	FSW20801-0900	PULL UP STATION PRO,IG	1,900.00	1,900.00	10.00	1,710.00
1	FSW20100-0900	PARALLEL BARS, Grey,IG	1,660.00	1,660.00	10.00	1,494.00
1	FSW20400-0900	BENCH DECLINE, Grey,IG	1,600.00	1,600.00	10.00	1,440.00
1	FSW20501-0900	WIDE OVERHEAD LADDER PRO,IG	2,400.00	2,400.00	10.00	2,160.00
10	A380544-99	SAFETY SIGN US	4.55	45.50	100.00	
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	1,482.96	1,482.96		1,482.96
1	CUSTOMINSTALL	Installation of KOMPAN product	6,538.46	6,538.46		6,538.46
1	SITWORK	Excavation and Disposal of 1,697 SQ FT at up to 12"	19,146.92	19,146.92		19,146.92
1,697	TFG-GANO-14-01	EWFF&FF/CFH 14'/12" comp. up to 85 CY	1.66	2,819.63		2,819.63
1	FRT-OTHER	Freight EWF & FF	358.00	358.00		358.00
1	CUSTOMINSTALL	Installation of EWF and FF	1,176.92	1,176.92		1,176.92
Continued on page 2.....						46,822.89

Continued from page 1.....

136	APS-BORDER12	12" border w/spike-black	30.77	4,184.62	46,822.89
1	CUSTOMINSTALL	Installation of borders	1,464.62	1,464.62	4,184.62
1	FRT-OTHER	Freight for Borders	675.00	675.00	1,464.62
Total					53,147.13

Comments:

Please read attached General Assumptions and Exclusion document for information on install/sitework.
Please allow 8-10 weeks for product delivery upon order placement.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	17,045.50	1,745.50	15,300.00
Subtotal - Other Products	4,184.62	0.00	4,184.62
Subtotal - Surfacing	2,819.63	0.00	2,819.63
Subtotal - Installation & Other Services	28,326.92	0.00	28,326.92
Subtotal - Freight	2,515.96	0.00	2,515.96
Subtotal	54,892.63	1,745.50	53,147.13

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

Estimated Tax Rate	0.00
Total	53,147.13

<p>Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, receipt of which is hereby acknowledged by your signature.</p> <p>To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount. Orders cancelled after date of confirmation will be subject to a 50-75% restocking charge.</p> <p>This quote may be withdrawn by us if not accepted by 10/27/19.</p> <p>KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.</p>	<p>KOMPAN Authorized Signature:</p> <p>Accepted By (signature): _____</p> <p>Accepted By (please print): _____</p> <p>Date: _____</p>
--	---



Unless otherwise noted in the quote, the installation charge includes the below:

- Receiving shipment on site and off-loading equipment
- Layout and excavation of footing holes for equipment provided by KOMPAN
- Assembly of equipment provided by KOMPAN
- Concrete footings (where applicable)

Below is a list of services that are not automatically included in the quote for equipment installation, but may be available for an extra charge. Please inquire with your local KOMPAN sales associate for details:

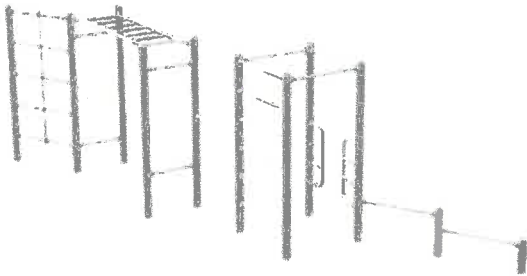
- Demolition/removal of existing equipment, surfacing, etc.
- Off-site disposal of packaging from delivered equipment
- Removal of excavated soil from site
- Installation of resilient surfacing
- Installation of playground borders
- Additional site excavation not involving equipment footings
- Permits
- Storage of Equipment
- Site Fence – Security
- Installation in stages
- Non-standard working hours (i.e. nights, weekends, holidays)

Unless otherwise noted, the quoted installation charge assumes the following site conditions:

- Adequate access to the site for vehicles and equipment
- A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material
- Clear markings of play site borders and finished grade height
- Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.)
- All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes
- If products are ordered as “surface mount” and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment.

If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.

Gray





DOBSON'S WOODS and WATER INC.

851 Maguire Road
Ocoee, FL 34761
407-841-0030
Fax: 407-843-7546
www.dobsonww.com

Registered Landscape Architects Landscape & Irrigation Contractors

SELLER AGREES TO FURNISH ALL LABOR AND MATERIALS INCIDENTAL TO THE FOLLOWING SPECIFICATIONS
 AT: Town of Windermere Central Park Windermere 34786
 Name Address City Zip Telephone

QTY	PLANTS - LABOR - OTHER MATERIAL	SIZE	EACH	TOTAL
	Scope of work: Installation of 10 new fitness stations with signage, mulch and landscape timbers on three sides set flush with grade and existing asphalt path along with one stand alone frisbee golf station.			\$0.00
				\$0.00
				\$0.00
				\$0.00
1	Demo and Site Prep		\$3,800.00	\$3,800.00
1	Fitness and Golf Stations		\$44,463.75	\$44,463.75
1	Landscape Timbers and Mulch		\$4,750.00	\$4,750.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL:	\$53,013.75

Buyer agrees to pay the contract in full upon completion of work.
 Buyer agrees to pay seller the sum of twenty-five percent (\$13,253.44 cash) down-payment upon acceptance of contract.
 Buyer agrees to pay seller for the foregoing labor and materials the sum of \$53,013.75 cash, less down payment.

Both parties agree that delinquent payment of this contract voids the guarantee. Any changes in above specifications must be agreed to by the parties in writing, both as physical change and as to price therefore. Both parties agree that the above constitutes the entire contract between them and that there are no other different understandings or agreements between them.

Dated at Orlando, Florida this Tuesday, September 3, 2019

We warrant our plant materials to be in healthy growing condition. We will replace ONCE any woody plants that fail to grown for a period of six months after planting. **NO WARRANTY ON LAWNS, ANNUALS, PERENNIALS, OR GROUND COVER.** Guarantee shall be null and void for plants damaged as a result of hail, frost, wind, lightning, lighting, lethal yellowing, neglect, or abuse. Sprinkler systems are guaranteed for a period of one year.

BY: Jake Coleman *Jake Coleman*
 Seller

 Buyer

 Buyer

*If action is commenced to enforce payment, seller shall be entitled to recover attorney's fees and costs incurred as well as damages

*Past due accounts bear interest on the unpaid sum at the rate of 1 1/2% per month.



P.O. BOX 112783 · NAPLES, FL 34108
E-mail: mail@parkplayusa.com
www.parkplayusa.com

Southwest FL Numbers	Orlando Area: 407-412-6156
Naples: 239-597-9500	Southeast FL: 954-903-4650
Ft. Myers: 239-772-4234	Tampa Bay: 813-949-2288

REVISED - Page 1 of 2

QUOTATION # 08221R

TO: Windermere Public Works
 630 Main Street
 Windermere FL 34786
 407-876-2563 x5325

Attn: Scott Brown
 sbrown@town.windermere.fl.us

Date:	September 16, 2019
Ship Date:	Approx. 6-7 Weeks ARO
Terms:	Net 30 days
F.O.B.:	Destination
Salesperson:	Tim Hill 407-412-6156
Shipped Via:	CC

Quantity	Description	Unit Price	Total
Ultra- Site			
1	#UP254 Sit Up Station	\$ 1,448.00	\$ 1,448.00
1	#UP264 Step-Up Station	\$ 1,562.00	\$ 1,562.00
1	#UP177 Balance Board	\$ 694.00	\$ 694.00
1	#UP257 Knee Lift Station	\$ 556.00	\$ 556.00
1	#UP255 Push Up Station	\$ 778.00	\$ 778.00
1	#UP185 Chin Up Station	\$ 1,372.00	\$ 1,372.00
1	#UP170S Leg Press	\$ 1,733.00	\$ 1,733.00
1	#UP262 Body Curl Station	\$ 1,788.00	\$ 1,788.00
1	#UP167S Captains Chair	\$ 3,181.00	\$ 3,181.00
4	#UP197 Sign Posts for Instructional Stickers	\$ -	\$ -
			\$ 13,112.00
	Less 6% Discount (Per Charlotte Co. S.B. Bid#15/16-602MP-R3)		\$ (786.72)
			\$ 12,325.28
	Shipping & Handling		\$ 637.00
			\$ 12,962.28
	Additional Preferred Customer Discount		\$ (202.28)
	Total Delivered UltraSite		\$ 12,760.00
Action Play Systems (Border System for 504 linear feet)			
126	#BORDER12 8" High x 4' Playground Border (black) w/ 30" Spike	\$ 30.00	\$ 3,780.00
3	#FILLERENDS8 4" Filler Ends for 8" Border (Box of 6)	\$ 75.00	\$ 225.00
			\$ 4,005.00
	Less 10% Discount (Per Charlotte Co. S.B. Bid#15/16-602MP-R3)		\$ (400.50)
			\$ 3,604.50
	Shipping & Handling		\$ 488.00
			\$ 4,092.50
	Additional Preferred Customer Discount		\$ (117.50)
	Total Delivered APS		\$ 3,975.00
continued...			



P.O. BOX 112783 - NAPLES, FL 34108
 E-mail: mail@parkplayusa.com
 www.parkplayusa.com

Southwest FL Numbers	Orlando Area: 407-412-6156
Naples: 239-597-9500	Southeast FL: 954-903-4650
Ft. Myers: 239-772-4234	Tampa Bay: 813-949-2288

REVISED - Page 2 of 2

QUOTATION # 08221R

TO: Windermere Public Works
 630 Main Street
 Windermere FL 34786
 407-876-2563 x5325

Attn: Scott Brown
 sbrown@town.windermere.fl.us

Date:	September 16, 2019
Ship Date:	Approx. 6-7 Weeks ARO
Terms:	Net 30 days
F.O.B.:	Destination
Salesperson:	Tim Hill 407-412-6156
Shipped Via:	CC

Quantity	Description	Unit Price	Total
65	Cowart (Based on approx. 1,728 sq. ft. @ 8" depth)		
1	Kid Safe Engineered Wood Fiber (measured in cubic yards)	\$ 22.00	\$ 1,430.00
	Weed Barrier (6'x300' roll)	\$ 225.00	\$ 225.00
			\$ 1,655.00
	Less 10% Discount (Per Charlotte Co. S.B. Bid#15/16-602MP-R3)		\$ (165.50)
			\$ 1,489.50
	Shipping & Handling		\$ 295.00
	Total Delivered Cowart		\$ 1,784.50
	MyTCoat		
2	#TSQ46-A-04-000 46" Sq. Table, Exp. Metal, AD Coating, Portable	\$ 825.90	\$ 1,651.80
2	#RSL32-I-00-002 32 Gal. Skyline Trash Rec w/ Bonnet Top, Liner Strap Metal, AD Coating, Portable	\$ 725.40	\$ 1,450.80
			\$ 3,102.60
	Less 8% Discount (Per Charlotte Co. S.B. Bid#15/16-602MP-R3)		\$ (248.21)
			\$ 2,854.39
	Shipping & Handling		\$ 398.00
	Total Delivered MyTCoat		\$ 3,252.39
	Athletic Connection		
1	#MDCI INNOVA Disc Golf Discatcher - Inground Mount	\$ 612.99	\$ 612.99
	Shipping & Handling		\$ 95.27
	Total Delivered AC		\$ 708.26
	Total Delivered Materials		\$ 22,480.15
	Optional Installation		\$ 7,500.00
	TOTAL PRICE		\$ 29,980.15

Price does not include any site preparation, if applicable.
 Price does not include any permits or associated fees, if applicable.
 Price based on standard colors.
 Price valid for 30 days.

Optional Installation by Kennico, Inc. or others.

Thank you.



CAPTAIN'S CHAIR UP167

34" L x 30" W x 81" H



EXECUTIVE SUMMARY

SUBJECT: Central Park – Drinking Fountain

REQUESTED ACTION: Staff Recommends Approval

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: October 08, 2019
 Special Meeting

CONTRACT: N/A
Effective Date: 10/08/2019
Managing Division / Dept:

Vendor/Entity: Faden Builder, Inc
Termination Date: 10/09/2020
Public Works

BUDGET IMPACT: Not to Exceed \$14,000.00

- Annual
 Capital
 N/A

FUNDING SOURCE: FRDAP
EXPENDITURE ACCOUNT: 001 5193 000 9670

HISTORY/BACKGROUND/RECOMMENDATIONS:

Mayor & Council,

History

On January 10, 2017 the Town Council approved awarding RFP #2016-03, Landscape Architectural Services to Innovations Design Group (IDG) – in which to develop design plans to use for the Windermere Parks Capital and FRDAP Improvement Projects.

Background

As IDG completed their contractual meetings agreement by conducting two (2) meetings with the committees, as well as completed the design plans, which were approved by the Town Council on September 12, 2017 the Parks & Recreation Committee and Public Works has been steady completing the elements noted on the plans for the enhancement of all parks within the Town. Furthermore, most of the elements in Central and Fernwood Park are part of and need to be fulfilled for the Florida Recreation Development Assistance Program (FRDAP) grant.

Recommendation

The Parks & Rec Committee desires to install the drinking fountain at Central Park. For this., Staff provided a

scope of work that would provide a potable water drinking fountain that will incorporate a high/low design with a bottle filler and installed on the north side of the existing picnic pavilion. Potable water would need to be supplied via water service/meter provided by Orange County Utilities. The water service/meter will come at an additional cost of \$2,770.00 in which staff will coordinate as the owners, and is an addition to the cost of the drinking fountain installation. The water service/meter installation/cost is not part of this scope of work.

The drinking fountain installation will consist of the fixture, installing a 1" PVC line from the water service/meter to the pavilion, provide/install backflow valve, connecting the fixture to the existing concrete and installing a 30 gal. french drain for the wastewater.

Staff reached out to three (3) contractors, Westbrook Plumbing, Dobson's Woods and Water, Inc and Faden Builders, Inc. and the results are as follows:

Westbrook Plumbing – Non-Responsive
Dobson's Woods and Water - \$13,950.00
Faden Builders, Inc. - \$ 14,000.00

Staff recommends Faden Builders, Inc for this project. Faden Builders, Inc is a licensed General Contractor in the State of Florida and has the experience and manpower to provide the work within their own organization, whereas Dobson's would have to subcontract some of the work out, which could result in longer installation timeframes and scheduling challenges. The Parks and Rec Committee also supports the use of Faden Builders, Inc.



7/17/2019

Proposal No. 19-290

Scott A. Brown, Public Works Director
Town of Windermere
614 Main Street
Windermere, FL 34786
sbrown@town.windermere.fl.us

RE: Town of Windermere, Central Park Drinking Fountain

Proposal

Scope of Work:

1. Provide and install a new Elkay (Model LK4420BF1U) bi-level outdoor tubular drinking fountain with bottle filler secured to existing concrete pad.
2. Run new 1" PVC line from new meter location on 4th Street to the drinking fountain which will be located on the north side of the existing Central Park center pavilion.
3. Provide and install backflow valve(s) as required.
4. Provide and install a 30 gal. french drain for fountain wastewater.
5. Coordinate OUC water main tap and meter installation.

Total lump sum price: **\$14,000.00** (fourteen thousand dollars and 00/100).

Qualifications:

1. Engineered plans and permitting fees are excluded from this proposal.
2. OUC 1" long service water main tap and 1" meter connection fees are excluded and will be paid by the Town of Windermere (approx. \$1,230.00).
3. Faden Builders or its subcontractors will not be held responsible for damaging any existing buried utilities in the general proposed excavation area that are not identified by Sunshine811 or by the Town of Windermere.
4. Work is scheduled to be completed during 1st shift, no overtime is included.
5. Dewatering is excluded from this proposal.

Thank you for the opportunity to quote this project. Please feel free to contact me with any questions.

Best Regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.

**Outdoor Bi-Level Tubular
Bottle Filling Station/Fountain
Model LK4420BF1U**

**ELKAY®
ROUGH-IN DIMENSIONS**

**MOUNTING INSTRUCTIONS and
PLUMBING CONNECTIONS**

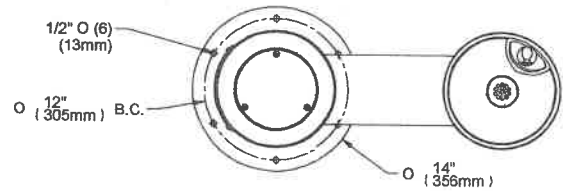
Mount on a smooth, flat, finished surface with adequate support (300 lb. load maximum). Secure unit with six 3/8" minimum screws or anchor bolts (not provided). Refer to rough-in.

Water supply 3/8" O.D. unplated copper tube. Waste 1-1/2" IPS.

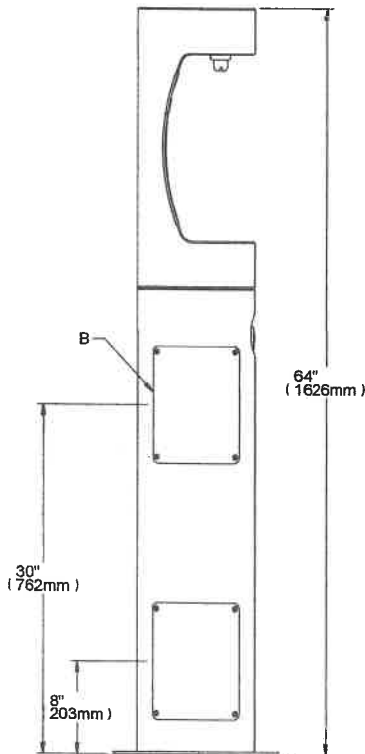
Trap and service stop not included.

Operating Pressures: Supply water: 20 - 105 psi maximum.

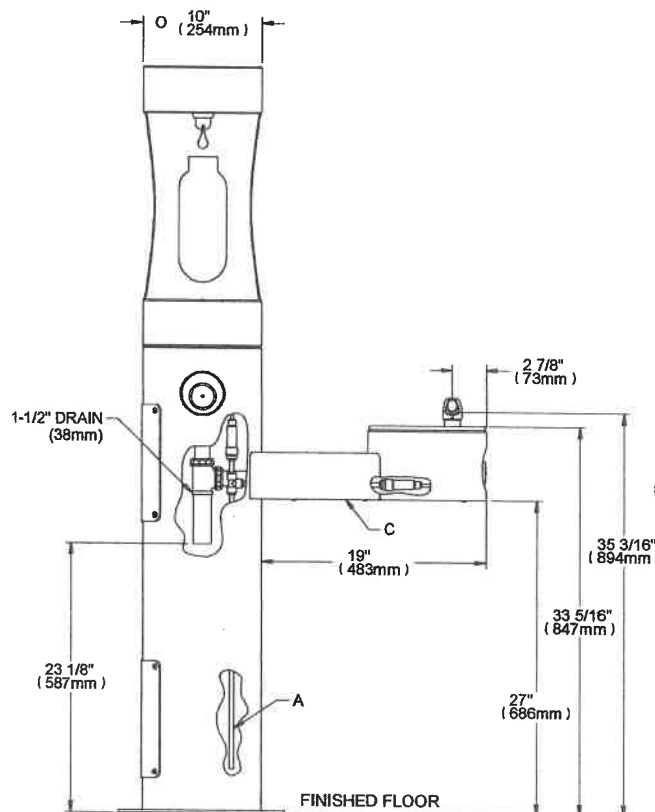
TOP VIEW



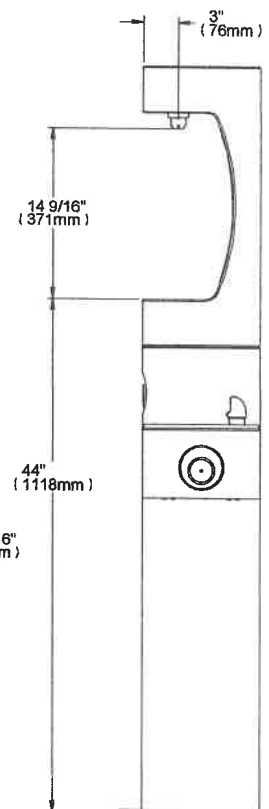
FRONT VIEW



SIDE VIEW



BACK VIEW



LEGEND

A = 3/8" O.D. UNPLATED COPPER TUBE CONNECT - SHUT OFF VALVE BY OTHERS

B = ACCESS PANEL (8" X 10")

C = REMOVABLE BOTTOM COVER



DOBSON'S WOODS and WATER INC.

Registered Landscape Architects

Landscape & Irrigation Contractors

851 Maguire Road
 Ocoee, FL 34761
 407-841-0030
 Fax: 407-843-7546
 www.dobsonww.com

SELLER AGREES TO FURNISH ALL LABOR AND MATERIALS INCIDENTAL TO THE FOLLOWING SPECIFICATIONS

AT: **Town of Windermere** **Windermere** **34786**
 Name Address City Zip Telephone

QTY	PLANTS - LABOR - OTHER MATERIAL	SIZE	EACH	TOTAL
	Central Park Water Fountain			\$0.00
	Scope of work: Installation of new potable waterline from 4th ave to the on site pavilion. Installation of one Bottle Filler With Drinking Fountain on the existing concrete slab. A back flow and 30 gallon french drain system will also be installed.			\$0.00 \$0.00 \$0.00 \$0.00
1	Bottle Filler with Drinking Fountain, water line, backflow and french drain.	Stainless Steel	\$13,950.00	\$13,950.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Note: The Town of Windermere is responsible for providing a metered water source within 250' of the Pavilion.			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL:	\$13,950.00

Buyer agrees to pay the contract in full upon completion of work.

Buyer agrees to pay seller the sum of twenty-five percent (\$3,400.00 cash) down-payment upon acceptance of contract.

Buyer agrees to pay seller for the foregoing labor and materials the sum of \$13,950.00 cash, less down payment.

Both parties agree that delinquent payment of this contract voids the guarantee. Any changes in above specifications must be agreed to by the parties in writing, both as physical change and as to price therefore. Both parties agree that the above constitutes the entire contract between them and that there are no other different understandings or agreements between them.

Dated at Orlando, Florida this Wednesday, August 28, 2019

We warrant our plant materials to be in healthy growing condition. We will replace ONCE any woody plants that fail to grown for a period of six months after planting. **NO WARRANTY ON LAWNS, ANNUALS, PERENNIALS, OR GROUND COVER.** Guarantee shall be null and void for plants damaged as a result of hail, frost, wind, lightning, lighting, lethal yellowing, neglect, or abuse. Sprinkler systems are guaranteed for a period of one year.

BY: _____
Seller

Buyer

Buyer

*If action is commenced to enforce payment, seller shall be entitled to recover attorney's fees and costs incurred as well as damages

*Past due accounts bear interest on the unpaid sum at the rate of 1 1/2% per month.



10135 SMSS



EXECUTIVE SUMMARY

SUBJECT: RFQ #2019-03 Construction Manager At Risk (CMAR) Final Selection

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: October 8, 2019

Special Meeting

CONTRACT: N/A

Effective Date: 10/09/2019

Managing Division / Dept:

Vendor/Entity:

Termination Date:

Public Works

H.J. High Construction

N/A

BUDGET IMPACT: As Noted

Annual

Capital

N/A

FUNDING SOURCE:

EXPENDITURE ACCOUNT: 001 5191 000 5715

HISTORY/BACKGROUND/RECOMMENDATIONS:

Mayor & Council,

History

Staff identified the need to utilize the services of a Construction Manager at Risk (CMAR), a firm that offers the expertise for preconstruction estimating service and oversight to establish a Guaranteed Maximum Price (GMP) for construction of the new Town facilities. For this, the Town publicly advertised a Request for Qualifications (RFQ) for qualified firms or individuals offering to provide Construction Manager at Risk (CMAR) services for the new Town Facilities at a Guaranteed Maximum Price ("GMP"). The RFQ required that the proposers be experienced in the development and construction of complex municipal facilities. Furthermore, the selected CMAR will participate in the design process, perform construction cost estimating and constructability services, value engineering analysis, manage the schedule and perform construction services. All proposers had to be licensed as general contractors in the State of Florida pursuant to Chapter 489 Florida Statutes by the submittal date for proposals.

Background

A Selection Committee was formed with Members John Fitzgibbon (Chair), Stephen Withers (Secretary) and Scott Brown (Public Works Director) to review the CMAR responses. The Town received eight (8) qualified responses to the RFQ from firms in alphabetical order:

Ajax Building Corporation
Bandes Construction
Core Construction
Hembree Construction, Inc
HJ High Construction
McCree Design Builders, Inc
MCI Mulligan Constructors
W+J Construction

The Selection Committee reviewed all responses and narrowed the selection down to three (3) as their short list. The short-listed firms each gave individual presentations as well as providing the firms an opportunity to present their team. The Selection Committee recommended HJ High Construction. As the Selection Committee completed its assigned task, it was disbanded as of the end of their August 14, 2019 meeting. In the event that the town could not come to reasonable terms with the selected firm H.J. High Construction, the Town had the ability to begin negotiations with the second-place firm.

On August 27, 2019, the Town Council approved staff to move forward with the negotiations with the first firm the selection committee identified – HJ High Construction.

Recommendation

Based on the negotiations, it is Staff's recommendation that the Town enter into an agreement with H.J. High Construction for Pre-Construction services with the intent to enter into a negotiated GMP for the new Town facilities. The GMP will be negotiated once the construction drawings have reached the noted milestones and construction estimates can be better determined.



AGREEMENT FOR CONSTRUCTION MANAGER AT RISK
between
THE TOWN OF WINDERMERE
and
H.J. HIGH CONSTRUCTION

This Agreement is dated October 9, 2019 (the “Effective Date”) and is between the **Town of Windermere, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”), and **H.J High Construction**, (the “Contractor”).

The Town issued **RFQ #2019-03 Construction Manager At Risk** (the “RFQ”), pursuant to which the Town has selected the Contractor to perform some or all of the services set forth in the RFQ.

The Town and the Contractor therefore agree as follows:

1. **Scope of Services; Agreement Documents.**

a. The Contractor shall diligently and timely perform the Scope of Services requested by the Town in **Exhibit B** under the terms of this Agreement and the Exhibits hereto. The Town may request changes or amendments to the Scope of Services. Such changes will not be binding unless mutually agreed to in writing and signed by the Town and the Contractor.

b. This Agreement, together with **Exhibits A-C** attached hereto and all of which are incorporated herein by this reference, shall comprise the entire Agreement. This Agreement and the following attachments shall together be referred to as the “Agreement Documents”:

- **Exhibit A** – Contractor’s Response to the RFQ
- **Exhibit B** – Scope of Work
- **Exhibit C** -- Quote

Upon discovery the Town or the Contractor shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of Agreement Documents and shall cooperate in effecting a resolution. In the event the parties

disagree regarding the resolution, the Town shall make the final determination regarding which document and which terms and conditions govern.

2. **Term.** The initial term of this Agreement shall be for One Hundred Eighty (180) days, beginning on the Effective Date. This Agreement may, by mutual written agreement of the parties, be extended.

3. **Payment.** The Contractor is to provide with each invoice submitted to the Town, a detailed daily description of all work occurred - separated in an electronic format capable of saving and sending in a common electronic means, i.e., excel spreadsheet. All invoices received by the Town are payable within thirty days from the date of receipt, provided they have first been approved by the Town Manager or his designee. The amount of payment shall be based on the approved quote/bid sheet attached hereto as **Exhibit C**.

4. **Taxes.** The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workman's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this Agreement.

5. **Termination for Convenience.** The Town may for any reason whatsoever terminate this Agreement upon ten days written notice to the Contractor. In the event of termination, the Contractor shall cease work and shall deliver to the Town all documents, including reports, surveys, plans, tracings, specifications, and all other data and material prepared or obtained by the Contractor in connection with this Agreement. The Town shall, upon delivery of the aforesaid documents, pay the Contractor for work completed through the date of termination and which is approved by the Town. Payment for work completed will constitute payment in full for services performed by Contractor.

6. **Indemnification and Limitation of Liability.**

a. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, contractors, employees, and council members from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from: (i) the performance of services by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (ii) breach of the terms of this Agreement by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iii) violations of applicable law by any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iv) disease or death of third parties (including Town employees and agents and those of the Contractor), or (v) damage to property to the extent attributable to the negligence or willful misconduct of the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable.

b. The Contractor expressly waives all claims against the Town, and its officers, directors, agents, contractors, employees, and council members for any loss, damage, personal injury or death occurring as a consequence of the Contractor's activities or the performance of services under this Agreement.

c. In no event shall the Town be liable to the Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. The Town shall not assume any liability for the acts, omissions, or negligence of the Contractor its agents, servants, employees, or subcontractors. In all instances, the Contractor shall be responsible for any injury or property damage resulting from any activities conducted by the Contractor.

e. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law.

7. **Insurance.**

a. The Contractor shall, at its expense, procure and maintain during the term of this Agreement insurance approved by Town of the following types or such other insurance as the Town may require from time to time:

- (1) **Worker's Compensation:** statutory benefits, as required by law.
- (2) **Employer's Liability:** limits of One Hundred Thousand Dollars (\$100,000) bodily injury by accident, injury and disease, and a Five Hundred Thousand Dollar (\$500,000) policy aggregate limit.
- (3) **Comprehensive General Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) for injuries, including but not limited to wrongful and accidental death per person and Five Million Dollars (\$5,000,000.00) for any one accident, and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00).
- (4) **Comprehensive Automobile Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) bodily injury for each person and Five Million Dollars (\$5,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) Property Damage for each accident.
- (5) **Professional Liability/Errors and Omissions:** One Million Dollars (\$1,000,000.00), with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00). The errors and omissions policy shall be in effect and shall insurance against the Consultant's negligent acts, errors or omissions relating to the services performed under this Agreement.

Consultant shall include the Town as an additional insured under the policy terms and conditions.

b. On or before the Effective Date, the Contractor shall furnish the Town certificates of insurance evidencing compliance with the coverage requirements in this section and allowing thirty days written notice of any change, cancellation, or non-renewal. The certificates must contain the following words: *“Should any of the above described policies be canceled before the expiration date, the issuing company will mail a thirty day notice to the certificate holder named herein.”* Thereafter the Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

8. **Compliance with Federal, State, and Local Laws.** The Contractor shall comply with all applicable federal, state, and local laws and ordinances.

9. **Ownership of Documents.** All documents, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Contractor in connection with the services hereunder shall be delivered to, and shall become the property of the Town prior to the final payment to or upon completion of work by the Contractor.

10. **Public Records.** To the extent Contractor is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

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

b. If the Contractor fails to provide the public records to the Town within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (407-876-2563 X 5323, DBURKHALTER@TOWN.WINDERMERE.FL.US, 614 MAIN STREET, WINDERMERE, FLORIDA 34786.**

11. **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

12. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

13. **Modification; Waiver.** No provision of this Agreement may be modified, waived, or discharged unless that modification, waiver, or discharge is agreed to in writing signed by both parties, and if necessary, approved by the Town Council of the Town of Windermere. No waiver by either party of any breach of this Agreement by the other party will constitute a waiver of any other breach occurring at the same time or before or after.

14. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

15. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

16. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the services to be performed under the RFQ. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

17. **Notices.**

a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 17.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 17.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 17.

As to Town: Town of Windermere
Robert Smith, Town Manager
Town of Windermere
614 Main Street
Windermere, Florida 34786
rsmith@town.windermere.fl.us
407-876-2563 x 5324

As to Contractor: H.J. High Construction
1015 West Amelia Street
Orlando, Florida 32805
RHigh@hjhigh.com
407-422-8171

c. Subject to Section 17.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

- (1) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
- (2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

18. **Assignability**. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in same, whether by assignment or novation, without the prior written approval of the Town.

19. **Independent Contractor**. The Contractor is and shall remain an independent contractor and not an employee of the Town.

Authorized parties are signing this Agreement as of the Effective Date stated in the introductory clause.

Town of Windermere:

H.J. High Construction:

By: _____
Name: Robert Smith
Title: Town Manager

By: _____
Name: Robert J. High
Title: President

Exhibit A – Contractor’s Response to the RFQ

Exhibit B – Scope of Work

Exhibit C -- Quote

Exhibit A – Contractor’s Response to the RFQ

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H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

Letter of Interest

June 21, 2019

Attn: Robert Smith
Town Manager

Town of Windermere
Town Facilities
614 Main Street
Windermere, FL 34786

Re: RFQ #2019-03
Construction Manager at Risk (CMAR) Services – Town of Windermere Town Facilities

Dear Mr. Smith and Selection Committee Members,

Thank you for the opportunity to present our qualifications for Construction Manager at Risk Services for your Town Facilities project. Your town facilities are essentially the hub of your community and are not just about the services they provide, but the ideas they convey. A police department is a symbol of safety, community, and longevity. These are ideas we at H. J. High understand intimately. Throughout our 83 year history, we have made it our goal to build projects that not only last, but add meaning and beauty to the community. We understand the pride that the Town of Windermere takes in its history and its future and we also understand the impact your police station, community center and public works facility will have for your residents.

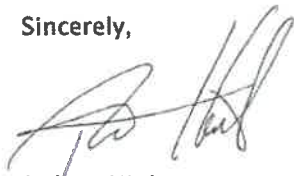
The following proposal has been prepared to show the Town of Windermere that H. J. High is the right choice to serve as your Construction Manager for this important project. We will show you that our firm possesses the following distinct advantages:

- **QUALIFIED EXPERIENCE WITH MUNICIPAL CONSTRUCTION** – We have extensive experience building police stations, both large and small. We've successfully constructed large facilities, like the award-winning Orlando Police Department Headquarters facility as well as facilities similar in size to Windermere's police department, such as the Orlando Police Department Metrowest substation. In addition, over 50% of our current projects are Public Safety Facilities for municipalities around the Florida, including a new state-of-the-art police headquarters for the City of Boynton Beach. We are excited to bring our experience on these facilities to the town of Windermere!
- **WE HAVE THE RIGHT TEAM** – Our team is suited specifically for this project. Not only have we assembled a team of experts that know police stations, but Windermere as well. Our Project Superintendent, Greg Wiedenbeck worked on the Orlando Police Headquarters and also grew up in Windermere. His parents currently still live there (although Greg currently lives on the outskirts of your beautiful town).
- **A LONG AND SUCCESSFUL RELATIONSHIP WITH ARCHITECTS DESIGN GROUP** – H. J. High has been working with ADG for years. They are our "Go To" partner for public safety facilities. We've successfully built five municipal facilities with them and are currently working on six more. We know ADG, and, more importantly, work VERY well with them.

As the president of H. J. High, I can attest that my team and I will be fully invested to ensure our commitments are met and the Town of Windermere receives the level of service we pride ourselves on. It's this approach that has allowed us the long history of success and repeat clients. It's this personal commitment we pledge to this project to make it successful.

Thank you for considering our firm and we look forward to the opportunity to partner with you as your Construction Manager at Risk.

Sincerely,



Robert High
President, H. J. High Construction





H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

At a Glance

**H. J. High
Construction Company**

Owners:
Steven High / Chairman
Robert High / President

1015 W. Amelia Street
Orlando, FL 32805
Main — 407-422-8171
Fax — 407-841-4820
rhigh@hjhigh.com
hjhigh.com

83

**Years in
Business**

38

Employees

Annual Revenue

2018	\$41,120,000
2017	\$25,400,000
2016	\$50,000,000
2015	\$27,000,000
2014	\$11,500,000

0

Litigation, Major
Disputes, Contract
Defaults or Liens
experienced in the
last 83 Years

H. J. High Construction is a Corporation.

EIN 59-0774606

Corporate Charter #189889

Professional Certifications/Licenses

State of Florida Department of State

I certify from the records of this office that H.J. HIGH CONSTRUCTION COMPANY is a corporation organized under the laws of the State of Florida, filed on December 30, 1955.

The document number of this corporation is 189889.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 29, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of March,
2019



Randy Rice
Secretary of State

Tracking Number: 3731541245CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

“ I have worked with H. J. High on multiple City of Orlando projects over the years and have had many opportunities to witness their commitment to client satisfaction, job site safety and the pursuit of a high-quality finished product. ”

– Tom Connery, Division Manager,
City of Orlando



Who We Are

H. J. High Construction is an 83 year old Central Florida construction management firm.

Our History

H. J. High was founded in post-depression Orlando by Harlem John High, known as Johnny High. Born in Indiana, Johnny possessed the intense work ethic Midwesterners are known for and began his construction career in New York City as a brick mason. One of the most notable projects he worked on was the Waldorf-Astoria Hotel. Johnny and his wife relocated to Orlando in 1935 and after working for local building contractors as a brick mason he decided to start his own business. In 1936 Johnny founded H. J. High Construction as a masonry and concrete contractor and developed an excellent reputation with his work on many large construction projects throughout Central Florida.

During our early years we constructed many projects including numerous schools for local school districts, church facilities for the Catholic Diocese of St. Augustine, many hospitals and other facilities. In 1961 the company began work at Cape Kennedy in preparation for the Apollo moon landing. H. J. High was ultimately awarded one of the only two Awards of Merit issued by the Army Corps of Engineers for work excellence delivered at the Cape.

In 1968 Johnny High passed away and his son Steve was appointed company president. During Steve's tenure the company continued to grow and developed into a construction industry leader constructing multi-million dollar projects complex in nature. One of these was the \$60 million main campus for Florida Hospital in Orlando.

Awarded to H. J. High in 1972, the federal Department of Health, Education, and Welfare set forth a new delivery technique for the project: construction management. Thus H. J. High became the first construction company to use construction management in Central Florida.

In 1980 H. J. High recognized the desire on the part of sophisticated owners for design/build services, particularly in the warehousing, food services and high-tech industries which were a growing part of Central Florida's economy. Today construction management, design/build and general contracting are the core services offered by H. J. High Construction.

In 1998 Steve's son Robert John High joined the company, marking the third generation to lead H. J. High. Robert was appointed president of H. J. High in 2006. The same work excellence and dedication established by Johnny High in 1936 are being carried on today. As the company continues to grow, we at H. J. High look forward to serving our clients and community by constructing the very best buildings possible.



A Team Approach to Success

H. J. High's personnel team brings decades of combined experience in municipal and public safety projects. Our team is structured to provide a clear, efficient, and effective management approach. We are acutely aware of the speed and production demands of these types of projects and have purposefully kept our organization streamlined so team communication is highly effective.

The Town of Windermere lead contact for the project who will have signing authority will be Robert High, President of H. J. High Construction. H. J. High's project managers will coordinate the work on a day to day basis and will regularly coordinate and interface with the Town's project representative.

H. J. High's superintendents will coordinate overall field operations and will lead our field coordination, quality assurance, safety and execution. Our superintendents will interact with the permitting authorities to be sure field inspections are properly coordinated and passed.

THE TOWN OF
Windermere




Project Executive

Robert High

Pre-Construction



Director of Pre-construction

Orrie Feitsma



Senior Estimator


Orrie Feitsma



Estimating Coordinator

Orrie Feitsma

Construction



Project Manager

JP Hurd



Project Superintendent

Greg Wiedenbeck

Safety



Safety Director

Cindy Spiropoulos



Robert High, DBIA, LEED^{AP} President/Project Executive

As your Project Executive, I will oversee the team's involvement through the pre-construction, construction, and warranty phases. As both the Project Executive and President of H. J. High, I work closely with Architects Design Group and the Town of Windermere along with our pre-construction team, project managers and superintendent to keep the process moving forward and to ensure the your needs are being met. It's my honor to have the opportunity to serve your wonderful Town.

Project Experience

City of Orlando Police Department Headquarters \$25.2 Million

Robert was the Project Executive for the \$25 million City of Orlando Police Headquarters building. This three story, 100,307 SF, tilt-wall facility is the flagship of the Orlando Police Department. LEED® Silver certified, it uses day-lighting, energy efficient mechanical systems and environmentally friendly finishes. The facility houses public spaces, recruiting offices, Homicide/Robbery/Assault & Battery Units, as well as the Chief of Police Division, Professional Standards, Technology Management and Legal Divisions.

The City of Orlando Police Department Crime Scene Facility - \$10 Million

Located at the Orlando Executive Airport, Robert was the Project Executive on the \$10 million project consisted of the complete re-purposing of an 80,000 SF existing facility into a state-of-the-art building. The Crime Scene Facility houses the department's secure Property and Evidence Unit Storage, Crime Scene Unit's processing labs, training components, and miscellaneous storage spaces.

City of Orlando Code Enforcement and Permitting Office - \$5 Million

A 22,000 SF, Tilt-wall structure, consisting of reception and administration areas, conference room, office space and various other components. The 15,000 SF Archives Records Warehouse has office space for one staff member and a microfilm storage vault.

The City of Boynton Beach Boynton Beach Police Department Headquarters - \$18 Million

At just over 63,100 GSF, the new Headquarters will house the Chief and Administrative Offices Suite, Administrative Services Bureau, and all of the required functions of a modern-day, state-of-the-art public safety facility including a 3,000 SF Community Room.

The City of Kissimmee Police Department Training Facility \$8,666,354

The new single-story, 26,000 SF firearms training facility is designed to be a state-of-the-art solution to the growing needs of the Kissimmee Police Department. The project includes a classroom and a defensive tactics lab, offices, storage, three surface parking areas, lift station, access road, landscaping, a 162,914 SF retention pond, and a multipurpose firing range.

Orlando Police Department Metrowest Substation \$431,235

The project was an adaptive re-use of an existing 3,024SF bank facility with an addition of 574 square feet.

Years of Experience

H. J. High: 1998

Education

Management School
Harvard University

Master of Business
Administration
Rollins College

Bachelor of Arts
Furman University

Licenses + Certifications

Certified General
Contractor
(FL, GA and SC)

LEED® Accredited
Professional

DBIA Design-Build
Professional



Orrie Feitsma, DBIA

Director of Pre-construction Services

As Director of Pre-construction Services, I will serve as Chief Estimator, working closely with the project manager and the design team during the pre-construction phase of the project. I will complete site visits, prepare estimates at the schematic, design development and construction document stages and oversee solicitation and pre-qualification of subcontractors and suppliers. In addition, I will manage the Building Information Modeling (BIM) process. This allows us to integrate directly with Architects Design Group, the engineers, and the Town of Windermere to provide real-time information and planning strategies. Together we are able to find the most effective cost-savings for your facility.

Project Experience

City of Orlando Police Department Headquarters \$25.2 Million -

Orrie was the Chief Estimator for the \$25 million City of Orlando Police Headquarters building. This three story, 100,307 SF, tilt-wall facility is the flagship of the Orlando Police Department. LEED® Silver certified, it uses day-lighting, energy efficient mechanical systems and environmentally friendly finishes. The facility houses public spaces, recruiting offices, Homicide/Robbery/Assault & Battery Units, as well as the Chief of Police Division, Professional Standards, Technology Management and Legal Divisions.

The City of Orlando Police Department Crime Scene Facility - \$10 Million - 2016

Located at the Orlando Executive Airport, Orrie was the Chief Estimator on the \$10 million project consisted of the complete re-purposing of an 80,000 SF existing facility into a state-of-the-art building. The Crime Scene Facility houses the department's secure Property and Evidence Unit Storage, Crime Scene Unit's processing labs, training components, and miscellaneous storage spaces.

City of Orlando Code Enforcement and Permitting Office - \$5 Million - 2018

A 22,000 SF, Tilt-wall structure, consisting of reception and administration areas, conference room, office space and various other components. The 15,000 SF Archives Records Warehouse has office space for 1 staff member and a microfilm storage vault.

Boynton Beach Police Department Headquarters - \$18 Million

At just over 63,100 GSF, the new Headquarters will house the Chief and Administrative Offices Suite, Administrative Services Bureau, and all of the required functions of a modern-day, state-of-the-art public safety facility including a 3,000 SF Community Room.

The City of Kissimmee Police Department Training Facility \$8,666,354

The new single-story, 26,000 SF firearms training facility is designed to be a state-of-the-art solution to the growing needs of the Kissimmee Police Department. The project includes a classroom and a defensive tactics lab, offices, storage, three surface parking areas, lift station, access road, landscaping, a 162,914 SF retention pond, and a multipurpose firing range,

Years of Experience

Industry: 2001

H. J. High: 2015

Education

Bachelor of Science in
Construction Management
Southern Polytechnic State
University

Licenses + Certifications

OSHA 30 Hour
Construction Safety

ICC Building Inspector

DBIA Design-Build
Professional



JP Hurd

Project Manager

As the project manager it is my job to lead the team through both the pre-construction and construction phases. During the pre-construction phase, I will support the estimating department. I will work closely with the chief estimator and entire team to develop and refine cost saving opportunities for consideration and review documents for project construction. Once the GMP has been established, I will develop and administer subcontracts, the project budget, baseline and progress schedules, submittals, changes, and support the project superintendent.

Project Experience

The City of Boynton Beach Boynton Beach Police Department Headquarters - \$18 Million

At just over 63,100 GSF, the new Headquarters will house the Chief and Administrative Offices Suite, Administrative Services Bureau, and all of the required functions of a modern-day, state-of-the-art public safety facility including a 3,000 SF Community Room.

The City of Boynton Beach Boynton Beach Fire Department Station 1 - \$4.25 Million

A 14,000 SF, two story complex with apparatus bays, living quarters airlocks and a "walk through" decontamination room. The living quarters, kitchen, dining and day room are all located on the second level. A second-floor balcony allows firefighters to have a space to relax in an outdoor environment.

JetBlue Support Center Lodge Facility - \$25 Million*

This project includes the new development of a 200-room lodge and training facility. The facility includes a reception area, great room, bar, one hundred seat dining area, two large meeting rooms, full service kitchen and support spaces for a total building size of approximately 115,000 SF.

Years of Experience

H. J. High: 2018

Total: 1998

Education

Bachelor of Architecture
(BArch) Construction
Engineering
Florida Agricultural and
Mechanical University

**Denotes previous employer experience.*



Greg Weidenbeck

Project Superintendent

As your Project Superintendent, it is my job to lead the field construction efforts with site work and exterior building components. I'll work closely with the project managers, and subcontractors in implementing and adjusting the project schedule, as well as supervising the workmanship and materials being used on the project. I am responsible for executing H. J. High's safety policy in order to keep all workers safe on the project. I also coordinate modifications and changes needed in the field and inspect the work for quality control and compliance with the contract documents.

Project Experience

City of Orlando Police Department Headquarters

\$25.2 Million - 2016

The \$25 million City of Orlando Police Headquarters building. This three story, 100,307 SF, tilt-wall facility is the flagship of the Orlando Police Department. LEED® Silver certified, it uses day-lighting, energy efficient mechanical systems and environmentally friendly finishes. The facility houses public spaces, recruiting offices, Homicide/Robbery/Assault & Battery Units, as well as the Chief of Police Division, Professional Standards, Technology Management and Legal Divisions.

Lucerne Medical Parking Garage

\$8 Million - 2018

This \$8 Million project consisted of constructing a new parking deck and other miscellaneous improvements to replace the existing parking deck with 305 parking spaces. Now holding a total of 366 spaces with added access control, including barrier gates with arms, blue tooth card readers, intercoms, cameras and ticket printer.

Mears Transportation Fleet Maintenance Facilities

\$15 Million - 2017

Located in the heart of Orlando, the \$15 million dollar project was completed in multiple phases all while maintaining the full operation and functionality of Mears maintenance facilities.

Years of Experience

Industry: 2015

H. J. High: 2016

Education

Bachelor of Science in
Criminology - University of
Florida

Associates Degrees
with focus on Building
Construction- Valencia
College

Licenses + Certifications

OSHA 30 Hour
Construction Safety



Cindy Spiropoulos

Safety Director

As your Safety Director it is my responsibility to ensure that all employees and job sites are safe, all the time. I bring over 25 years in the construction industry. I make it a priority to research and implement programs, policies and procedures that are compliant with federal and state regulations and related policies such as OSHA, EPA, Florida Administrative Code, and ADA. I also prepare inspection response for management; notify department managers of areas of noncompliance and provides technical advice and assistance for corrective action.

Project Experience

Responsible for risk identification and investigation.

- Conducts on site life/safety inspections to identify hazards and determine compliance or possible violations of life safety codes and regulations such as Uniform Building, Fire, Electrical, Mechanical, or Plumbing Codes and local ordinances.
- Investigates accidents, worker's compensation claims, and safety and health complaints. Determines causes and assures corrective action is taken for hazards and unsafe environmental conditions.
- Applies hazard reduction techniques.
- Prepares reports of violations and infractions including code citations.
- Develops safety inspection procedures and schedules.
- Monitors progress and effectiveness of corrective safety measures.
- Conducts and evaluates fire evacuations of facilities.
- Assesses potential losses.
- Collects and evaluates safety, loss and accident data, recommend solutions or prevention strategies, and prepare management reports.
- Responsible for safety training, and working with facility training coordinator.
- Develops, recommends, implements, monitors, and interprets safety policies and procedures to ensure compliance with federal, state, and related policies such as OSHA, EPA, Florida Administrative Code, and ADA.
- Designs and implements plans for reduction of losses due to unsafe working conditions.
- Coordinates and presents workshops on safety and health issues such as fire prevention, first aid, life/safety systems, occupational safety, and other safety awareness issues.

Years of Experience

Industry: 1991

H. J. High: 2017

Education

Bachelor of Science
Centenary College

Associate of Science
Southern Sem. Junior
College

Associates of Science
Construction Management,

Civil Engineering

Norwalk Community
Technical College

Licenses + Certifications

LEED GA.

CPR / First Aid / AED
Certified

OSHA 30 & OSHA 500
Construction

OSHA 10 and 30 hour
General Industry

40 hour HAZWOPER

Storm Water Inspector

City of Orlando Police Department Headquarters

Orlando, FL



Size
100,307 SF, three-stories

Cost
\$25.2 Million

Completion Date
January 2016

Delivery Type
Design/Build

Owner's Representative
Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave
Orlando, FL 32801
(407) 246-3751

Architect
Architects Design Group
(407) 647-1706

H. J. High served as the Design-Builder for the Orlando Police Department Headquarters Facility with Architects Design Group. The three-story tilt wall building includes secured staff parking and is designed with features such as day-lighting, energy efficient mechanical systems, and environmentally friendly finishes.

- The ground floor houses all of the public spaces including a lobby, recruiting offices, community meeting and multi-purpose room, gymnasium, locker rooms, Quartermaster, and Patrol Divisions.
- Interview Suite, the Report Review Information Unit, and Criminal Intake.
- Homicide/Robbery/Assault & Battery Units
- Communications Center, Homeland Security OPS Center, Internal Affairs, Planning & Evaluation, Professional Standards, and Legal Divisions.
- LEED® Silver



PROJECT PARTNER

“I would without hesitation recommend H. J. High to any person or organization seeking to hire a contractor who is diligent in serving the client and follows through on commitments, all while producing an excellent finished project.”
– Tom Connery, Division Manager, City of Orlando

City of Orlando Police Department Crime Scene Facility

Orlando, FL



Size
80,000 SF, single-story

Cost
\$10 Million

Completion Date
June 2016

Delivery Type
Design/Build

Owner's Representative
Mr. Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave
Orlando, FL 32801
Phone: (407) 246-3751

Architect
Architects Design Group
(407) 647-1706



PROJECT PARTNER

The City of Orlando Police Department Crime Scene Facility consist of an 80,000 SF facility which is now a state-of-the-art building. It was designed to accommodate the modern needs of the department's Crime Scene Unit.

- Secure Property and Evidence Unit Storage
- Crime Scene Unit's processing labs, training components, and miscellaneous storage spaces
- Vehicle processing labs
- 26% M/WBE Participation
- Energy efficient envelope construction, energy efficient lighting and HVAC, and environmentally responsible interior finish materials
- LEED® Silver



City of Orlando Code Enforcement and Permitting Office



Orlando, FL



Size
22,000 Sq Ft.

Cost
\$4,953,055

Completion Date
May 2018

Delivery Type
Design Build

Owner's Representative
Mr. Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave., 8th Floor
Orlando, FL 32801
(407) 246-3751

Architect
Architects Design Group
(407) 647-1706

H. J. High strives to provide the absolute best. When constructing the permitting office for the City of Orlando, we had the individuals who would be working there in mind. The building is suitable to accommodate up to 72 staff members and 10 supervisors. The facility has a reception/administration area along with break areas, storage, restrooms, and conference rooms in order to accommodate everyone's needs

- The Code Enforcement and Permitting (CEP) portion of the tilt wall facility is 7,000 SF.
- The conference area has an operable partition wall allowing it to open to the break area for a larger meeting space.
- The Archives Records Warehouse is 15,000 SF. It has office space for 1 staff member and a microfilm storage vault.
- The warehouse has storage for a 10 year projected growth allowance for 26,000 storage boxes as well as approximately 400 plans boxes.



PROJECT PARTNER



City of Orlando Police Department Metro West Substation

Orlando, FL



Size
3,598 Sq Ft.

Cost
\$43,235

Completion Date
April 2013

Delivery Type
Design Build

Owner's Representative
Mr Steve Weidenbeck
The City of Orlando
400 S. Orange Ave., 8th Floor
Orlando, FL 32801
(407) 246-3037

Architect
Architects Design Group
(407) 647-1706

H. J. High Construction served as the design-build contractor for the Orlando Police Department's new Southwest Community Police Office located on Raleigh Street in Orlando.

The project was an adaptive re-use of an existing 3,024 square foot bank facility with an addition of 574 square feet. Architects Design Group was the project's designer.

The facility, which was completed in 210 days and within a very tight budget, provides multiple services including:

- Finger printing
- Public reception area
- Interview rooms
- Administration spaces for sworn officers and staff
- Conference room for community and crime prevention



City of Orlando Police Department Equestrian Facility

Orlando, FL



Size
5,400 Sq Ft.

Cost
\$466,919

Completion Date
May 2016

Delivery Type
Design Build

Owner's Representative
Mr Thomas Connery, Division Manager
The City of Orlando
400 S. Orange Ave., 8th Floor
Orlando, FL 32801
(407) 246-3751

Architect
Architects Design Group
(407) 647-1706



The new Equestrian Facility for the Orlando Police Department's Mounted Patrol Unit is situated on a 2.5 acre site across from the new Orlando Police Department Crime Scene Facility, also constructed by H. J. High. The Equestrian Facility contains a new, fully outfitted 5,400sf 8-stall stable. It houses the Orlando Police Department's six Percheron/Thoroughbred mix horses. Construction took six months, and it replaced the unit's old facility located adjacent to Camping World Stadium. The Mounted Patrol Unit was started in 1982. It is currently staffed by one full-time sergeant and one full-time officer and there are 32 cross-trained officers. The unit's emphasis is on crowd control and special events.

- Connected Wing Wash
- On-site exercise and training facilities.
- Administrative and support spaces



PROJECT PARTNER

City of Kissimmee Police Department Training Facility

Kissimmee, FL



Size
26,000 SF

Cost
Original Estimate: \$8,666,354

Estimated Completion Date
February 2019

Delivery Type
Construction Manager at Risk

Owner's Representative
Robert Masiku
City of Kissimmee Project Manager
(407) 518-2174

Architect
Architects Design Group
(407) 647-1706



PROJECT PARTNER



The new single-story, 26,000 SF training facility is designed to be a state-of-the-art solution to the growing needs of the Kissimmee Police Department.

The infrastructure for a future City of Kissimmee Fire Department Training Facility will be added to the project as a part of Phase II.

The building also includes:

- Classroom and defensive tactics lab
- Offices, storage, access road, landscaping and a 162,000 SF retention pond.
- Firing range

City of Boynton Beach Police Department Headquarters

Boynton Beach, FL



Project Owner

Colin Groff
City of Boynton Beach
Assistant City Manager, Public Services
(561) 742-6010
GroffC@bbfl.us

Value

\$19,203,175

Completion Date

January 2020 (estimated)

Project Role

Design-Builder

Key Professionals

Robert High, Project Executive
Orrie Feitsma, Lead Estimator
Robert High, Project Executive
JP Hurd, Project Manager
Ken Tucker, Project Superintendent
Ian Reeves, Principal in Charge/Architect

The new Boynton Beach Police Department Headquarters is designed to serve the growing community and meet the requirements of an expanding police force. With an estimated delivery date of January 2020, the new Police Department Headquarters promises to be:

- 63,000 GSF
- Two Stories
- Houses the Chief and Administrative Offices Suite, Administrative Services Bureau
- 3,000 SF Community Room.
- Vehicle Storage Building for Tactical
- Booking and Detention Facility
- Physical and Tactical Training Rooms
- Evidence Storage and Crime Labs
- Offices and Locker Rooms



PROJECT PARTNER



Completed and Ongoing Projects With Architects Design Group



*City of Boynton Beach
Police Department Headquarters*



*City of Orlando Police Department
Metrowest Substation*



*Kissimmee Police Department
Firearms Training Facility*



*City of Orlando Police Department
Equestrian Facility*



City of Orlando Fire Station 6



*City of Orlando Code Enforcement
and Permitting Facility*



City of Orlando Fire Station 9



*City of Orlando Police Department
Crime Scene Facility*



City of Orlando Fire Station 11



City of Orlando Police Department Headquarters



City of Boynton Beach Fire Station 1



*UCF Solar Energy Center
and Auditorium*



H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

Partnered With Architects Design Group



**Architects
Design
Group**



CITY OF ORLANDO

April 8, 2019

To whom it may concern,

I was a member of the Orlando Police Department new building committee from start to finish and during the entire planning and completion of the Police Headquarters project. H. J. High Construction was our contractor for this project and I highly recommend them for Design-Build and Construction Management services.

Throughout the entire process, the H. J. High team worked diligently to answer every question and phone call promptly and made changes during the project as well as accommodate all of our special needs according to city guidelines and the unique security features of a police agency. As you can imagine, a public safety project has a lot of considerations. H. J. High worked hand-in-hand with the Orlando Police Department to ensure that the facility was safe and accommodated all of the needs of the officers and civilians occupying it. They took special care to coordinate with the OPD team and address any concerns we had.

In addition, I worked with H. J. High on the refurbishment of the Orlando Police Department Crime Scene Facility. As with the OPD Headquarters project, they approached this project with the highest level of professionalism and expertise.

I cannot imagine a team more qualified to have built our new Headquarters. They not only met all requirements, but they consistently exceeded our expectations. It is with the highest regard and confidence that I recommend H. J. High. Their dedication, attention to detail and commitment to their clients is unparalleled. H. J. High is truly an advocate for their clients and will, without a doubt, serve your needs and provide the best facilities for your organization.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Beasley".

Kathleen M. Beasley
Training Coordinator
Orlando Police Department
321-235-5457



CITY OF ORLANDO FIRE DEPARTMENT

Ian C Davis, Deputy Chief
78 W. Central Blvd.
Orlando, FL 32801
321-239-6947
Ian.Davis@cityoforlando.gov

April 2, 2019

To Whom It May Concern,

I am writing to recommend the services of ADG and H.J. High. It has been a pleasure to work with their entire team. Throughout our design phase, the team of ADG and H.J. High has continued to surpass our expectations. It is evident that both companies have a great deal of depth and ability. My team continues to be impressed with their professionalism, responsiveness, innovation, and attention to detail.

As a department, we chose to redesign our stations' floor plan based upon ADG and H.J. High's recommendations. They were able to point out opportunities to improve the stations' overall design such as individual doms, gender-neutral restrooms, wellness spaces, and effective use of workspaces

I feel confident in recommending ADG and H.J. High services. If you have any questions please feel free to contact me.

Regards,

A handwritten signature in black ink, appearing to read "I. C. Davis".

Ian C Davis, Deputy Chief

Fire Deputy Chief Ian C. Davis
Orlando Fire Department • Station 1 • 3rd Floor
78 West Central Boulevard • Orlando, Florida 32802
Phone: 407.246.3888 • Fax: 407.246.2758 • Email: ian.davis@cityoforlando.net



August 25, 2017

DESIGN-BUILD INSTITUTE OF AMERICA – FLORIDA REGION
Attn: Karen Wallace, Executive Director
PO Box 781172
Orlando, Florida 32828-1172

Dear Ms. Wallace:

It is my pleasure to write this letter of recommendation on behalf of H. J. High Construction. I have worked with H. J. High on multiple City of Orlando projects over the years and have had many opportunities to witness their commitment to client satisfaction, job site safety and the pursuit of a high-quality finished product.

Most notably, H. J. High recently completed the new Orlando Police Headquarters – a 100,000 SF design-build facility that houses the majority of Orlando Police Department's (OPD) staff. The program for this headquarters was a part of an overall scope which included a stand-alone Crime Scene Facility as well as Equestrian Center, built simultaneously with the Police Headquarters.

From the early stages of the project the City and HJ High acted as partners and teammates striving to achieve the highest quality project possible that would serve the City of Orlando for years to come. Throughout these projects, H. J. High was charged with developing the overall construction strategy of the master plan, producing multiple milestone cost estimates during the various design phases and producing a product to meet the multiple stakeholders' standards. They not only succeeded in all tasks, but exceeded the goals set forth by our organization.

In addition to their skills as contractors, H. J. High excels in projects utilizing the design-build method. With four DBIA certified executives, their team is actively engaged with the entire design-build staff throughout the entirety of the project, resulting in a continuous stream of communication with all parties involved to produce a mutually beneficial project.

In my role as Division Manager of the Project Management Division for the City of Orlando, I would without hesitation recommend H. J. High to any person or organization seeking to hire a contractor who is diligent in serving the client and follows through on commitments, all while producing an excellent finished project.

Sincerely,

Thomas R. Connery, PE, DBIA
Division Manager, Project Management Division
City of Orlando Public Works

PROJECT MANAGEMENT DIVISION • PUBLIC WORKS
Orlando City Hall • 400 South Orange Avenue • Eighth Floor
PO Box 4990 • Orlando, FL 32802-4990
P 407.246.3751 • F 407.246.2892 • www.cityoforlando.net

The City of Boynton Beach



3301 Quantum Boulevard
PO Box 310
Boynton Beach, Florida 33426
(P): 561-742-6010 | (F): 561-742-6011
www.boynton-beach.org

April, 10 2019

To Whom It May Concern,

I am writing in reference to H. J. High Construction and the services they have provided as one of our design build partners for the City of Boynton Beach. They are currently working on two construction projects for the City; our Boynton Beach Police Department Headquarters and our Boynton Beach Fire Department Station #1.

Throughout the entire pre-construction phase and into the actual construction phases, H. J. High has shown a level of flexibility, professionalism and leadership that has made the process successful. Their knowledge and skill have been an enormous asset to our city.

Because there are several departments and entities that are stakeholders in these projects, it has been important for our construction team communicate to work with multiple groups and personnel. HJ High hands on approach with our various departments and users groups has allowed us to meet project goals. They have been flexible and creative with meeting the various challenges of a complex project. In addition, we appreciate HJ High achievements towards the City's "Building Wealth" initiative, a program to encourage construction dollars to be spent with local companies and local labor.

They have consistently shown us that they are working in the best interest of the City and for our citizens. I highly recommend H. J. High Construction to any municipality or company that is considering using them.

Sincerely,

Colin Groff

Colin Groff
Assistant City Manager, Public Services
City of Boynton Beach

AMERICA'S GATEWAY TO THE GULFSTREAM

Overall Scope

H. J. High thoroughly understands the scope of your Town Facilities project and will put forth our very best effort to build your Police Station, Community Room, Adjacent Connecting Entry and Public Works Facility to meet the highest quality specifications and safety standards.

We'll build your police station as a reinforced facility with advanced technologies and redundancies necessary for this type of building, while maintaining the aesthetic the town has come to expect. It'll represent your culture while remaining operable in the harshest conditions.

We'll create a community center that will welcome residents and stand as a focal point for your community for generations to come.

We'll apply our knowledge and expertise in maintenance facilities to provide a public works that will serve your town efficiently and without fail.

In addition, we will coordinate the transition of your staff from your current facility to temporary accommodations and then into your final facility. This process is critical to maintaining the functionality of your departments.

We'll be facilitating the entire process to ensure minimal downtime and a smooth transition. We'll pool from our experience and provide you with the best practices to make sure the "little things" aren't overlooked.

As experts in the Construction Manager at Risk delivery method (we were the first Construction Managers in Central Florida) and in public safety projects, H. J. High will bring a unique level of knowledge and proficiency to deliver the needs of your community, all while maintaining the essence of the Town of Windermere.

We will provide a variety of services that will ensure construction of your facilities within your established timeline and within your budget. These services will include Pre-construction services to establish budget estimates, analysis of the design documents for constructibility as well as establishing a Guaranteed Maximum Price (GMP), coordinating with subcontractors and maintaining quality control. In addition, we will work closely with the Architects Design Group, the Town's Purchasing Division and the facility's end users to guarantee your facilities will exceed all expectations.

Safety

Safety is our first and foremost concern; H. J. High requires safety programs from each contractor. These programs are reviewed in pre-construction meetings before any work begins on a project. H. J. High Safety Director Cindy Spiropoulos visits the job site on a regular basis to ensure that the job site safety is acceptable. We also invite our insurance representative to visit each job site once per quarter to get their ideas or concerns. We feel the more people on the job reviewing safety, the better the chance of eliminating work-related injuries.

Budget

We understand that budget is always a concern for clients, but especially for projects being built for municipalities.

The residents of Windermere have a vested interest in your Town Facilities since it is their tax dollars that will fund this project. H. J. High will work to make sure every dollar counts and that every opportunity to provide cost savings and engineering will be explored.

We understand that being able to build your facilities at or below budget will ultimately lead to tax savings to your residents. This is a win/win for everyone involved.

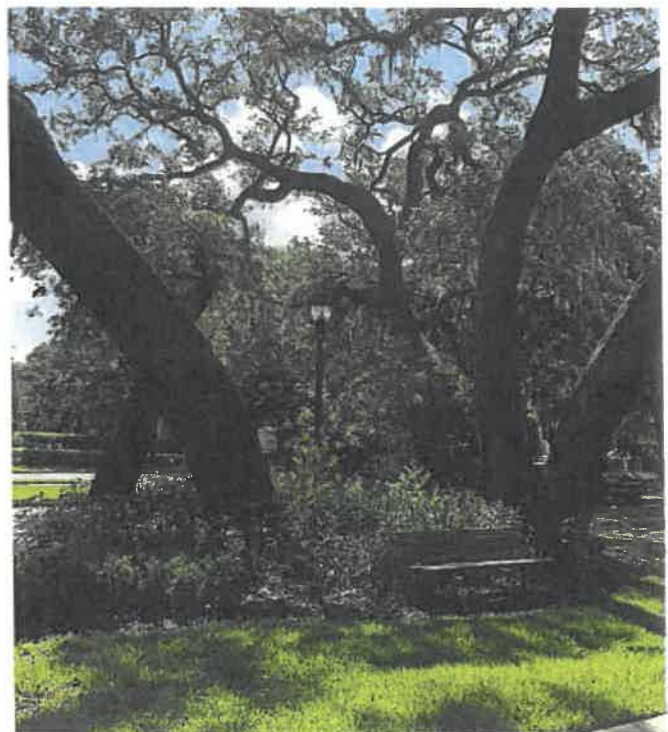
This is why it is H. J. High's priority is to meet all of your needs while still meeting a cost effective budget.

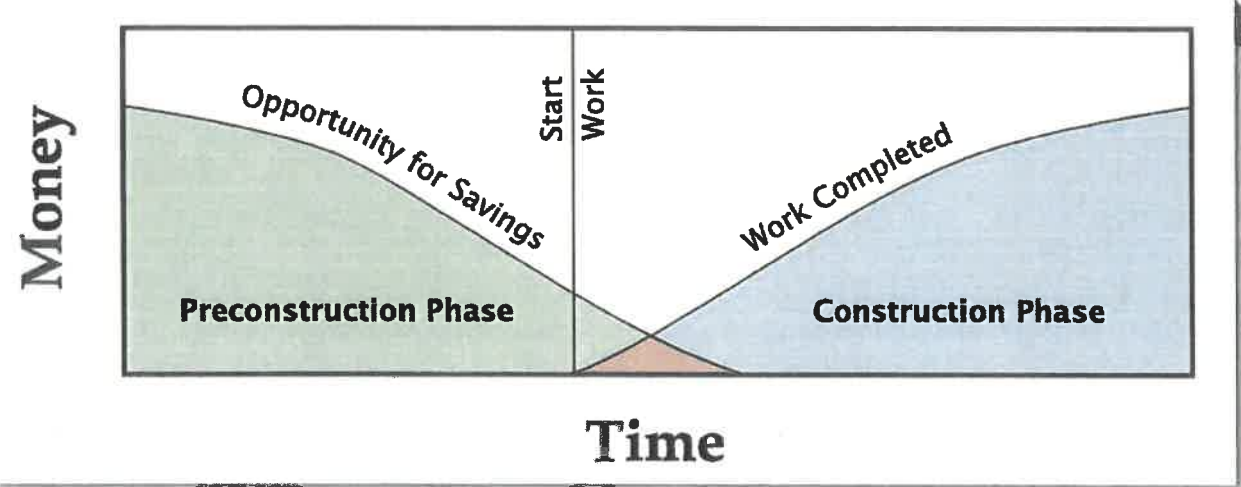
Community

Beyond the budgetary concerns, we know that the residents of Windermere have taken a very proactive role in making your new facilities a reality. It is our commitment to honor the role they've taken and ensure your citizens stay informed and involved.

Whether it's knocking on doors to inform residents of upcoming construction events, or hosting town hall meetings to provide updates and answer questions, we are committed to being good stewards of your community.

We'll especially play close attention to the preservation of landmarks and historical trees, both on-site, and adjacent to this project. We understand the value of preserving the natural beauty that has distinguished Windermere and will make every effort to maintain the aesthetics and uniqueness of your town.





As your Construction Manager, the H. J. High Team will employ a proven method of cost controls to ensure costs are managed during all project phases, from the earliest pre-construction phases to construction completion.

Cost Control

Our cost analysis begins with defining and analyzing the project budget. Many assumptions are made during this "first blush" estimate, and these assumptions will be discussed and reviewed with the team. The cost analysis will focus on all site development and building costs in categories comparable to the client's funding sources or budget categories. We keep the numbers on the table, in view, so no design "creep" occurs.

The best opportunity to capture cost savings on any project is during design. As time progresses and designs take shape, the opportunity to affect large-scale savings diminishes. Once construction begins, that opportunity nearly vanishes entirely. Therefore, our team expends great efforts to solicit, pursue, review, analyze and submit as many cost and time saving options as possible early in the design process.

Our team will perform a comprehensive review of the design, building systems and construction methods to ensure maximum value. These detailed progress

estimates will be produced to inform the team what the project's anticipated costs are and what value engineering options can be considered to reduce the overall cost without sacrificing the quality of the finished product. Our estimates are produced through a combination of using our past experience with similar projects, our database of costs adjusted to your geographic area, the input of our subcontractors, and the input of suppliers and manufacturer's representatives. This method helps assure the costs received at the time of subcontractor bids will be at or below the Owner's budget.



Cost Control

Even after the Guaranteed Maximum Price (GMP) is established, the H. J. High team will continue to work to control project costs in order to administer our clients' funds in their best interest. This is completed on several fronts:

Project Buy-Out

This project will be bought out by Robert High, President of H. J. High and Project Executive for the Town of Windermere. Whenever possible, the subcontract is negotiated directly with the owner or president of the subcontracting firm, thereby buying the best deal for our clients. Subcontract scopes are reviewed by the team's Project Managers and Project Superintendent to confirm there is no scope overlap, no scope gap, and the work is awarded to the most appropriate trade if there is an option to award a portion of the work among differing trades.

Tax Exempt Material Purchases

Because of our extensive experience with municipal projects, we have refined and streamlined the administration of our tax exempt materials purchase program. We aggressively pursue capturing the sales tax savings from our subcontractors - their participation in the program is required by the terms of our subcontract. Should a subcontractor fail to participate, we will deduct the estimated tax savings from their contract.

Change Order Request Evaluations

Change orders are likely on any project. When a change order request is received from a subcontractor, our team will research the conditions giving rise to the claim, will verify the quantities of labor and materials involved in the change, and will verify the price of materials involved.

Contingency Administration

H. J. High will maintain a running account of all adjustments to the contingency, grouped together by their status. This log is updated weekly and posted to the secure project website. This log provides the team with an accurate current "snapshot" of the contingency status.

Cost Saving Solutions

For the H. J. High team, cost saving solutions starts during the Pre-Construction Phase and continues through the Construction Phase. Cost saving solutions allows the Owner the ability to meet budget and incorporate program enhancements that may necessarily not have been afforded.

Our Pre-Construction Services begin with a partnering session to review the project requirements, educational requirements, on and off site development, preliminary budget and make suggestions and recommendations for revisions which may provide a cost efficient overall project design.

Upon receipt of the Architect's first set of development drawings we review the existing conditions and provide an analysis outlining the impact of the preliminary design on management of the project, costs associated with tie-ins and renovations of existing roads, utilities, and buildings. At this stage, the project master plan may be

identified which may adversely affect the project cost. Alternate solutions can be developed and reviewed.

Due to the advanced nature of the construction documents, our cost control will begin at the final estimate which will then be the basis for the GMP. This estimate is structured based on specification divisions and grouped sections which are normally constructed by a specific trade. The costs are received through a formal bidding process where each subcontractor or supplier bids on a defined scope of work to include the base building, bid alternates and predetermined proposed value engineering bid alternates. The GMP estimate is presented in a formal review meeting, together with a clarified and qualified scope of work based on the construction documents. At this time the base bid, bid alternates and value engineering bid alternates are reviewed against the budget for acceptance.



Service Approach



Design/Permitting

Procurement/ Pre-construction

Construction



We have reviewed the proposed project schedule you provided and feel that there is opportunity to condense the time frame while still providing the same top-quality facility. We'll work closely with ADG and the Town of Windermere to establish the most efficient schedule possible. Ultimately, this can lead to a considerable cost savings on general conditions that can be reinvested into the facility.

Please see our proposed schedule on the following pages.

Schedule

Project scheduling is accomplished using Primavera's Suretrak Project Manager software. A master schedule is prepared during the Pre-construction phase to monitor the overall progress of design and Pre-construction activities and milestones. The schedule incorporates decisions made through interactive input from all team members, and expands as subcontractor input is added.

As we move toward the start of construction, our subcontractor bid documents will also indicate the scheduling requirements for bidders. Subcontractors bidding the work will be bidding time as well as money. Following the selection of low bidders for each category of work, work plans and detailed schedule information will be submitted for inclusion in the project schedule.

The project schedule will identify the early start dates for each trade's activities. Delivery lead times and approval durations for all shop drawings will be determined by the date materials are needed on the project and included on the schedule. Our practice is to secure all shop drawings

and submittals as soon as contracts are awarded, but the schedule will serve to indicate when submittal cycles will begin to negatively impact the schedule.

Once work begins, the One Month Look Ahead schedule is reviewed and updated at each week's regularly scheduled construction meetings. This schedule is the basis for subcontractors to coordinate their work forces - this is where the detailed planning and problem solving occurs. At the end of the month, an updated schedule is sent to each subcontractor. This keeps them apprised of modifications made to the schedule which will affect their work start, sequencing, and completion.

Through the scheduling control practices we have implemented, our team has achieved a track record of early schedule project delivery.

The project schedule is as important to a project as the plans and specifications. It assembles an otherwise unordered list of events into an orderly, sequential list of activities which can be monitored and adjusted as events mandate. Without proper scheduling and schedule maintenance, success on a project is not possible. Through the scheduling control practices we have implemented, H. J. High has achieved a consistent track record of early project delivery.

Windermere Town Facilities
Preliminary Design Schedule

ID	Description	DUR	Start	Finish
Milestones				
1390	Design Kick Off	0	14AUG19	
1610	All Permits Issued	0		19MAR20
1290	Construction Start	0	10APR20	
2290	Project Final Completion	0		22FEB21
PreConstruction				
Consultant Selection				
1420	Select Construction Manager	1w	14AUG19 *	20AUG19
Schematic Design				
1310	Design Kick Off	0	14AUG19	
1490	Schematic Design	6w	21AUG19 *	01OCT19
1210	Schematic Estimate	2w	02OCT19	15OCT19
1280	Owner Review & Approval	1w	16OCT19	22OCT19
Design Development				
1410	Design Development Drawings	6w	02OCT19	12NOV19
1430	Design Development Estimate	2w	13NOV19	26NOV19
1440	Owner Review & Approval	1w	27NOV19	03DEC19
Construction Documents				
1450	Construction Documents	8w	13NOV19	09JAN20
1460	Bidding & Guaranteed Maximum Price	4w	10JAN20	06FEB20



H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

Number/Version
Page number 1A
Page count 2A
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Windermere Town Facilities

Preliminary Design Schedule

ID	Description	DUR	Start	Finish	2019			2020			2021									
					JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC				
1470	Owner Review & Approval	1w	07FEB20	13FEB20																
1480	Construction Contract	1w	14FEB20	20FEB20																
Civil Design																				
1220	Boundary & Topo Survey	2w	28JUN19	12JUL19																
1320	Civil Design	14w	21AUG19	26NOV19																
1340	Water & Wastewater Review	6w	16OCT19	26NOV19																
1400	Water Management District Permitting	6w	16OCT19	26NOV19																
1330	FDEP Review	3w	06NOV19	26NOV19																
Permitting																				
1180	Permit Review/Issuance	10w	10JAN20	19MAR20																
Construction																				
1370	Site Clearing & Demo	3w	20MAR20	09APR20																
1360	Construction	43w	10APR20 *	08FEB21																
1800	Substantial Completion	0		08FEB21																
Project Closeout																				
1580	Punch List	2w	09FEB21	22FEB21																
1600	Owner Move In	2w	09FEB21	22FEB21																
1590	Final Project Completion	0		22FEB21																

	Early bar
	Critical bar
	Start milestone point
	Finish milestone point

H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

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Page number	2A
Page count	2A
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RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

RESPONSE TO: RFQ 2019-03 Construction Manager at Risk Town of Windermere Town Facilities.
ROBERT SMITH, TOWN MANAGER
614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: Robert High

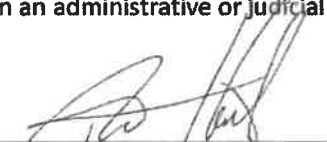
I have included:

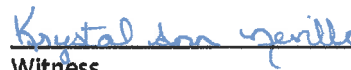
- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

1015 W Amelia Street TELEPHONE (407) 422-8171
Orlando, FL 32805 FAX: (407) 841-4820
DATE June 21, 2019

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

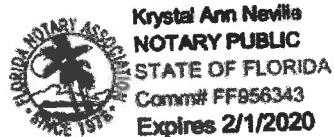

Signature of Respondent


Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 21 day of June, 2019, by (name of person making statement). Robert High


Notary Public



Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 2/1/2020

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

HOLD HARMLESS AGREEMENT

I Robert High (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.



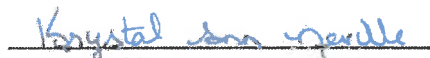
Signature of Respondent



Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 21 day of June, 2019, by (name of person making statement). Robert High



Notary Public



Personally Known X OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 2/1/2020

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES

NON-COLLUSION AFFIDAVIT

I Robert High (Respondent) of the firm of H. J. High Construction (Respondent Firm Name) responded to the notice for calling for qualification for Auditing Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.



Signature of Respondent



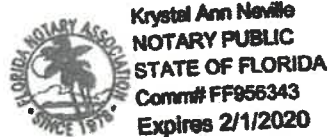
Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 21 day of June, 2019, by (name of person making statement). Robert High



Notary Public



Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 2/1/2020

**RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR)
TOWN OF WINDERMERE TOWN FACILITIES**

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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



Signature of Respondent



Witness

Client#: 1408066

131HJHIG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2019

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

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

PRODUCER: McGriff Insurance Services, PO Box 4927, Orlando, FL 32802-4927, 407 691-9600. CONTACT NAME, PHONE (A/C No, Ext): 407 691-9600, FAX (A/C No): 888-635-4183. INSURER(S) AFFORDING COVERAGE: INSURER A: Amerisure Insurance Company (19488), INSURER B: Bridgefield Employers Insurance (10701), INSURER C: Indian Harbor Insurance Company (36940), INSURER D: Amerisure Partners Insurance Company (11050).

COVERAGES CERTIFICATE NUMBER: 18-19 Master REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional/Poll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: RFQ #2019-03; Construction Manager at Risk (CMAR); Town of Windermere Town Facilities. Additional insured Status is granted with respect to General Liability including completed operations if required by written contract per endorsement "Contractor's Blanket Additional Insured Endorsement," Form #CG7048 1015. (See Attached Descriptions)

CERTIFICATE HOLDER: Town of Windermere, 614 Main Street, Windermere, FL 34786. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Colly Owens

W Highway.

DESCRIPTIONS (Continued from Page 1)

General Liability Policy is primary and will be non-contributory if policy of Additional Insured applies on an excess basis per "Contractor's Blanket Additional Insured Endorsement," Form #CG7048 1015.

Blanket Waiver of Subrogation applies to General Liability if required by written contract per "Contractor's General Liability Extension Endorsement" Form #CG7049 0417.

Additional Insured status is granted with respect to Automobile Liability if required by written contract per "Florida Advantage Commercial Automobile Broad Form Endorsement," Form # CA7171 0508.

Blanket Waiver of Subrogation applies to Automobile Liability if required by written contract per "Florida Advantage Commercial Automobile Broad Form Endorsement," Form # CA7171 0508.

Blanket Waiver of Subrogation is granted with respect to Workers Compensation if required by written contract per endorsement Waiver of Our Right to Recover from Others Endorsement, form WC0000313 04/84.

Umbrella is Follow Form providing excess liability over General Liability, Automobile Liability, and Employer's Liability limits shown.

Note: can most imp. from P. Con
 Exp. with ADG 5 current projects w/ADG.
 - Mark. Funds.
 - Develop website for Town.
 - Preconstruction/Construction Estimators are in Precon. w/ADG.
 - May look @ solar. provisions in Bldg for Future Upgrades.
 - QOS How does Facility Standalone during Emergency.
 schematic.
 100% DD
 100% CD: → Group

Helps with Setup/Relocation/FPE

Robert German.

DOP - nothing below 20k

W Highway.

Exhibit B – Scope of Work

RFQ #2019-03 CONSTRUCTION MANAGER AT RISK (CMAR) TOWN OF WINDERMERE TOWN FACILITIES

5. Scope of Services

PROJECT SCOPE

5.01.1 Services will include the following to the extent approved by the Town Council and/or Town Manager

- Provide complete Construction Manager at Risk Services with a Guaranteed Maximum Price.
- Participate in design phase services to include providing input regarding constructability of design.
- Provide cost estimation and cost control services
- Provide schedule development, management and control
- Conduct constructability review of the design documents and provide value engineering analysis.
- Conduct site investigation and analysis
- Conduct bid award phase services
- Construction of new Town Facilities listed above.

5.01.2 Contract End Times

- The selected CMAR will be required to work closely with the Town Staff and the project's selected architectural and engineering team. The CMAR must be cognizant of the strict budget for this project and understand that it is the Town's mandate to construct the project within the limits of available funding.

5.01.3 Project Duration Schedule

- Design and Permitting – 10-12 Months
- Procurement & Preconstruction -4 months
- Construction -12 Months

Exhibit C -- Quote



H. J. HIGH CONSTRUCTION
BUILD TRUST. BUILD QUALITY. BUILD COMMUNITY.

October 1, 2019

Scott Brown
Public Works Director
Town of Windermere

Re: Town Facilities

Dear Scott:

Thank you for giving us the opportunity to submit this proposal for Pre-Construction Services with the intent to enter into a negotiated GMP for the Town Administration, Police Department, and Public Works Building. Services provided and fee structures are as follows:

PRE-CONSTRUCTION SERVICES:

- Schematic Design Budget
 - Fully detailed budget with select subcontractor/supplier input to test market pricing
- Design Development Estimate
 - Detailed construction cost estimate based on 60% design documents.
- Construction Drawing Estimate/GMP
 - Fully detailed estimate compiled from competitive bids from pre-qualified subcontractors and suppliers
 - Guaranteed Maximum Price
 - Creation contract price and exhibits such as alternates and allowances.
- Scheduling and Planning
- Pre-Construction Administration
- Design Document Review
 - Provide active feedback to design team and client relating to constructability and impacts to project budget and schedule
 - Provide recommendations relating to code compliance, utility coordination, permitting and other external stakeholders.
- Value Engineering/Constructability
 - Provided throughout design development
 - Additional VE and constructability recommendations provided once sufficient detail is available
- Bidder Pre-qualification
- Permit Acquisition (excluding permit and impact fees)

These services will include:

- o The GMP requirements for the project will be established and mutually agreed upon. If the GMP requirements are met, a negotiated GMP contract will be entered into between H. J. High and the Town of Windermere.
- o Assisting the consultants with design and construction recommendations to make sure you receive the best value for your dollar. This will include value-engineering ideas as well as material recommendations for the long-term economic life of the property.
- o Establishing and tracking a detailed budget for the project from concept to completion with milestone submissions at Schematic Design, 60% Construction Drawings and 100% Construction Drawings or otherwise as agreed. This budget will be scrutinized throughout the design process ensuring compliance with your expectations. Milestone budget updates will be published in a comparative format so that deviations can be isolated and analyzed.

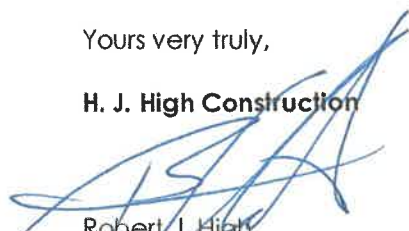
FEE:

- o The cost for Pre-Construction Services is \$47,500 plus reimbursable expenses. Reimbursable items (i.e. blueprints, mail, shipping, communication, etc.) are to be billed at cost.
- o Preconstruction Services are anticipated to be provided for 10 months.
- o H. J. High will submit invoice to CLIENT on or about the 15th of each month for payment no later than the 10th of the following month

We look forward to working with you and the Town of Windermere on this exciting project. Please signify acceptance of this proposal with your signature below.

Yours very truly,

H. J. High Construction



Robert J. High
President

Town of Windermere

(SIGNATURE)

(PRINTED NAME AND TITLE)

ELDER'S COMMITTEE

Members:

Karen Fay	Susan Carter
Sandra Burgess	Lucy Cogswell
Maggie Dimino	Laura Dowling
Kaye Gerding	GINNA Foster
Vicki Hearst	Ted Kellogg
Pam Martini	Lesha Miller
Lori Montgomery	Nancy Nix
Margi Orozco	Jackie Rapport
Nancy Smith	Cindy Strube
Denise Strube	Colleen Williams

Council Liaison:

Bob McKinley

Elder's Luncheon, Tuesday, October 1st – The theme of "Ease Into Fall," was a big success. The food was absolutely delicious and there were 34 Elders in attendance. Also attending was Council Member Liz Andert, Councilman Bill Martini, Councilman Andy Williams, Town Manager Robert Smith and representatives from the Windermere Police Department. Reminder that all Town residents aged 60 and over and all Town staff are invited to these Luncheons.

Town Manager Robert Smith Presented information on the proposed one cent sales tax referendum and the impact it could have for our Town. He also addressed some questions from residents concerning infrastructure.

Attorney Pamela Martini, a town resident and Elder Committee member, presented information on estate planning, probate avoidance and long-term care planning that can impact our seniors. She shared some valuable and needed information and kindly answered several questions from residents about planning. We are looking forward to having her back to speak at a future Luncheon.

A special thanks to all of the Committee members for the wonderful food and program and to Vicky Hearst for the wonderful decorations. Your dedication and service are much appreciated.

A big thanks to Grace Foglia and Rainey Carter for their assistance in making this program a success. It is great to see our youth involved in community activities.

Last but not least, I want to recognize Karen Fay and Susan Carter for their hard work and coordination in bringing this program together.

The next Elders Luncheon is set for Tuesday, December 10th at 11:00 AM.

PARKS & RECREATION COMMITTEE

Members:

Nora Brophy – Chair
Lesha Miller – Vice Chair
Doug Bowman – Secretary/Treasurer
Donna Steele
Sherry Cassidy
Frank Krens
Tracy Mitchell

Council Liaison:

Bob McKinley

Windermere Pet Fest – Scheduled for Saturday, March 7, 2020.

18th Annual UMC Run Among The Lakes – Scheduled for Saturday, April 4, 2020.

Halloween Costume Parade and Hayride – Scheduled for Saturday, October 26, 2019. 8/8/19 - Estimated attendance of 250 kids.

Central Park – Scott Brown is obtaining quotes for water fountain and exercise equipment. 8/8/19 - Estimated \$15,200.00 for water fountain. Need to obtain quote for metal exercise equipment for longevity. 9/12/19 – Revised estimate after receiving final quotes for water fountain is \$17,000.00. Committee approved up to \$33,000.00 for metal exercise equipment.

Fernwood Park – Underbrush cleared from uplands and treatment started to clear wetland underbrush. Walk through will be conducted with Public Work on July 17th to determine which trees need to be removed. 9/12/19 – Conducted walk through and inspection. Removal of brush and invasive tress progressing as planned. Scheduled another walk through for Tuesday, September 17th at 1:00 pm to visualize plan for nature walk boardwalk.

Park Among The Lakes – Public Works has ordered 2 picnic tables and a trash can. 9/12/19 Trash can has been received. Picnic tables have been shipped.

Lake Down Park – Clearing out of lakefront and around dock completed. Dock has been lowered. Scott Brown is obtaining reflective material to post on lake side of dock. Add split rail fence at end of 4th Avenue and railroad ties to mark parking spots. Removal of invasive trees is in process. Clear out east side of 5th Street dock to enlarge usable area. Reflective strips added to lake side of dock. Memorial bench honoring Bill Criswell was donated by Windermere Rotary and will be mounted on end of dock. 9/12/19 – Additional cypress trees to be added on 9/23. Fill added to parking area. Scott Brown is obtaining quotes for park signage. Waiting on rendering. Clearing out of east side of park area is in process.

Lakefront cleanup of all parks is in process.

Annual walk through/inspection of parks set for Saturday, August 24, 2019. 9/12/19 – The following notes were provided as a result of the walk through and inspection of the parks.

Windermere Recreation Center –

1. Repair/resurface floor of pavilion.
2. Replace rotting wood framing around electrical box.
3. Remove dead pine tree along walkway to bridge.
4. Replant trees between tennis courts and pavilion walkway.
5. Remove branch that is touching bathroom facility.
6. Remove section of railing on dock and add cleats and ladder.
7. Replace missing post cap on dock walkway.
8. Repair volleyball cord. Add borders and sand. Remove weeds.
9. Repair bathroom flooring.

Fernwood –

1. Add berms/swales at end of roadway near lake.
2. Add large oak tree in center of roundabout.
3. Add border to roundabout to prohibit parking.
4. Add hedge along chain link fence on west side.
5. Consider adding gravel in circle driveway area.

Tennis – 8/8/19 - Marcello reported that 18 kids participated in the Summer Tennis Camp.

9/12/19 – Doug Bowman reported that he is attempting to coordinate for a Women’s Clinic for Monday and Wednesday mornings, a Children’s Clinic for Monday, Wednesday and Thursday evenings and an Adult Clinic for Monday, Tuesday, Wednesday and Thursday evenings.

Next meeting set for Thursday, October 10, 2019, at 5:00 pm at Town Hall.



LIAISON REPORT

LIAISON: Williams

LIAISON ASSIGNMENT: HPB

- HPB DBC TREE BOARD ELDERS LRP
- DRB HOLIDAY SOCIAL ADMIN BUDGET
- STREET & ROADS POLICE P&R FTFMSC
- BUTLER CHAIN CHAMBER METRO PLAN
-

DATE: 6/5/19

UPDATE:

HPB Meeting Notes / 1887 School House:

Update from Scott Brown from the Engineering firm, is that they should begin their work sometime by the end of the month or beginning of June. (They had some vacation scheduled which has delayed them getting started. Board voted to Restore the 1887 School House to the earliest version. The current siding does not represent earliest photographs of the building and IF the siding is deemed unsalvageable then they would like to change its orientation to a Horizontal Slat Siding that was on the building in the original class pictures. 5/29 . SB advised that the engineer will be starting their assessment within the next week. Members of the board asked for a notice of when they will be here to come and observe and ask a view questions once started. Also, the topic of taking another look at a fundraiser by selling engraved bricks for the path between the School House and the privy. Board agreed to start research and to possibly start this fundraiser out next spring. 8/28 : Approved July's Meeting mInutes. Discussion for moving the Oral History Subcommittee to meet just prior to HPB Meeting each month. Discuss other avenues for raising moneys in the coming year.

No update from Engineers on School House. 9/25: Did not meet. Received preliminary Engineers Report on schoolhouse. Will be on the agenda for review and comment at next meeting 10/30

Oral History:

Subcommittee, Has met 2x this past month. They have defining their focus groups and getting organized. Hopefully we will have a budget proposal soon. They are already doing research for alternative funding sources, including the National Oral History Association. Plus there was a recent article in the Windermere observer briefly discussing the project and also request for volunteers to help conduct the interviewers. They would like to formalize this part soon, so they can start training them soon. Myers has identified a grant through the Florida Humanities Council that the Oral History Project qualifies for and members voted unanimously in favor of applying for Grant at the next possible deadline. Board asked subcommittee for the proposed budget ASAP. 6/4: Did not meet . 9/5: Did Not Meet due to poor attendance. Next Meeting 10/3



LIAISON REPORT

LIAISON: Liz Andert

LIAISON ASSIGNMENT: Food Trucks and Farmers Market Selection Committee

- HPB DBC TREE BOARD ELDERS LRP
- DRB HOLIDAY SOCIAL ADMIN BUDGET
- STREET & ROADS POLICE P&R FTFMSC
- BUTLER CHAIN CHAMBER METRO PLAN
-

DATE: 9/10/2019

UPDATE:

- 10 food trucks were approved by the Committee. Three food trucks were denied due to the perceived quality of their menu and/or truck facilities.
- Committee discussed ways to draw attendance as well as a survey to assess guests' preferences. Further efforts toward a survey will be discussed with the Youth Council as a potential early project.
- Eight farmers market vendors were approved by the Committee. Three farmers market vendors were tabled due to incomplete application materials.
- Reusable tote bags purchased with marketing dollars will be in distribution in October.
- The committee addressed complaints received from residents regarding market closure on inclement weather days. Although closures are already posted on the Town website and via social media, Town staff will consider ways to provide more details with these closure announcements.



LIAISON REPORT

LIAISON: Liz Andert

LIAISON ASSIGNMENT: DBC

- HPB DBC TREE BOARD ELDERS LRP
- DRB HOLIDAY SOCIAL ADMIN BUDGET
- STREET & ROADS POLICE P&R FTFMSC
- BUTLER CHAIN CHAMBER METRO PLAN
-

DATE: October 2019

UPDATE:

- Councilman Sapp presented an update on the Craft Beer Fest. Ticket sales are at expected levels.
- The pavilion sub-committee has received preliminary drawings from HuntonBrady Architects. It is anticipated that revised drawings incorporating committee input will be available for review by DBC at the next scheduled meeting on December 4. Presentation to the Long Range Planning Committee and Town Council will follow.
- Ideas for additional fundraising projects remain open for discussion.
- The committee approved funding a face painter truck—with conditions—for the October, November and December food truck events.
- The committee approved the December holiday movie selection.
- Inquiries over uses for the Cal Palmer building will roll over to the December DBC meeting.



LIAISON REPORT

LIAISON: Liz Andert

LIAISON ASSIGNMENT: Butler Chain of Lakes Advisory Board

- HPB DBC TREE BOARD ELDERS LRP
- DRB HOLIDAY SOCIAL ADMIN BUDGET
- STREET & ROADS POLICE P&R FTFMSC
- BUTLER CHAIN CHAMBER METRO PLAN
-

DATE: 9/10/2019

UPDATE:

- Chief Ogden attended the meeting to present Windermere Police Department's (WPD) proposal to Orange County whereby the Butler Chain of Lakes Advisory Board (BCOLAB) would approve an increase in the Windermere Water and Navigation Control District budget to include funding for off-duty WPD to patrol the boat ramp lands as a layer of assistance to the County's marine patrol and Florida Fish and Wildlife Conservation Commission (FWC) patrol.
- Discussion about lake safety ensued.
- The Board approved the new annual budget, which will provide funding for the above request, beginning Oct. 1, 2019.
- Prior to this meeting and following discussions about safe lake recreation and Bird Island at previous BCOLAB meetings, Chief Ogden scheduled a separate meeting with a concerned long-time lakeshore resident, Captain Frerking of the FWC, and Council Member Andert to review options to better manage safety on the water. Some options were deemed low probability of implementation while others were presented as meriting further consideration

and effort. It was determined that those options in the latter group would be bolstered by supporting data from patrol and from public complaints. Recognizing a need to educate the residents of the proper process to make actionable reports of record, Council Member Andert volunteered to research the process with County and FWC officers and then author an article for the Windermere Gazette. Space is reserved in the next issue of the Gazette, and a draft is underway.

- The Board received an update on the on-going Miscellaneous Stormwater Services to the Northern Butler Chain-of-Lakes Sediment Impacts Evaluation Project. A draft tech memo is expected October 2019.