

November 29, 2023



Request for Proposal for Owner's Representative Services for

Town of South Palm Beach City Hall



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Tab A

Qualifications Submittal Form (Exhibit C)

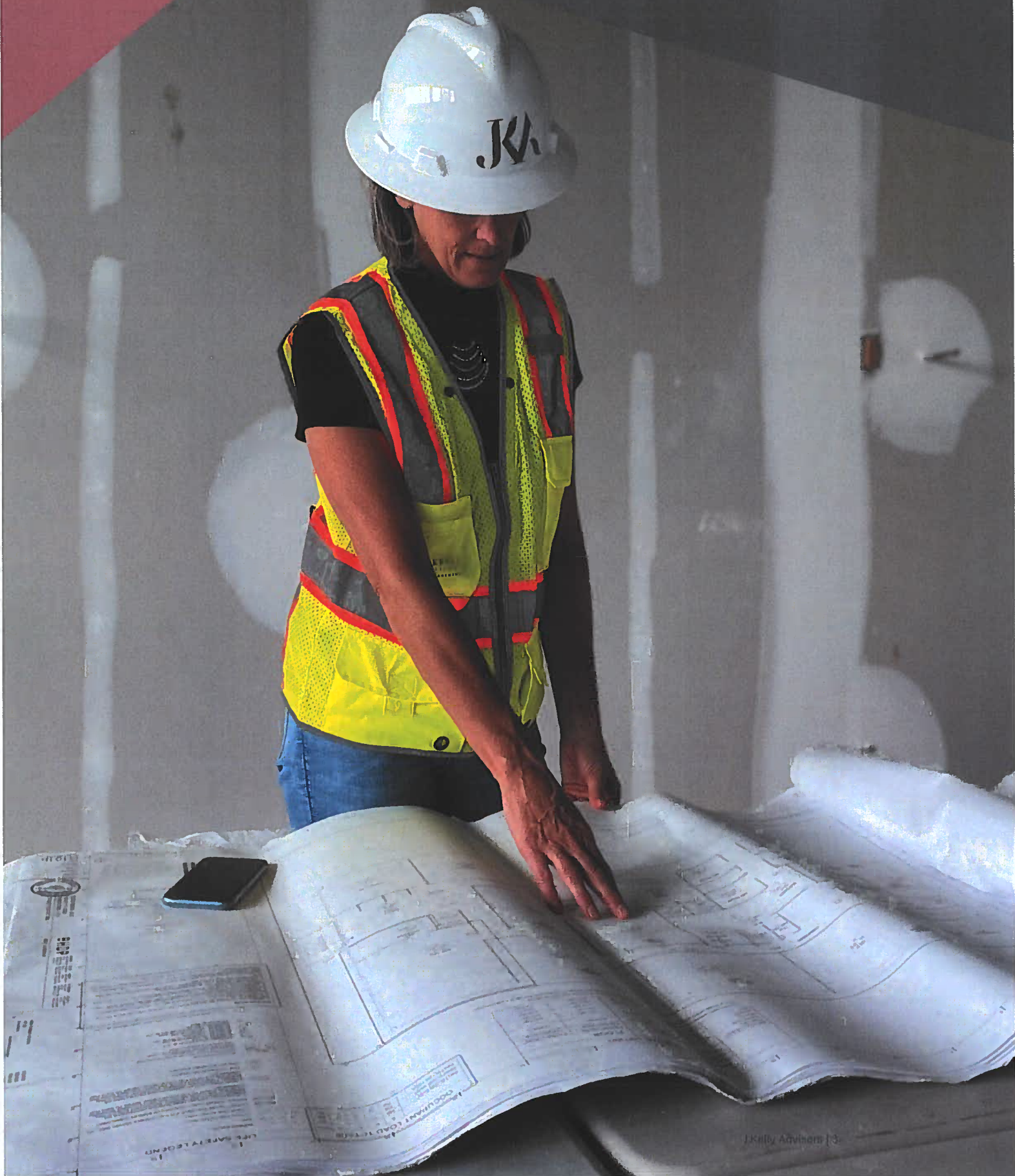


EXHIBIT C
QUALIFICATIONS SUBMITTAL FORM

1. SUBMITTING FIRM NAME: J. Kelly Advisors, Inc.
2. PRIMARY OFFICE LOCATION: 1825 NW Corporate Blvd, Suite 110, Boca Raton, FL 33431
3. TELEPHONE NUMBER: 786-877-2884
4. EMAIL: Jessica@jkellyadvisors.com and Stephanie@jkellyadvisors.com
5. TYPE OF FIRM:
CORPORATION INDIVIDUAL _____ OTHER _____
6. IF CORPORATION, COMPLETE THE FOLLOWING:
 - A. Date Incorporated: 01/27/2015
 - B. State Incorporated: Florida
 - C. Date Authorized in Florida: 02/02/2015
 - D. President: Jessica Browdy
 - E. Vice President: none
- IF PARTNERSHIP, COMPLETE THE FOLLOWING:
 - A. Date organized: _____
 - B. Type: General _____ Limited _____
 - C. Name of Partners _____
7. SECRETARY OF STATE'S CHARTER NUMBER P15000008596
(Attach Copy)
8. FEDERAL EMPLOYERS IDENTIFICATION NUMBER 47-2974106
9. PROFESSIONAL LIABILITY INSURANCE? YES NO _____
IF YES, ANSWER THE FOLLOWING:
 - A. Policy Number: PSM0239811400
 - B. Company Name: J. Kelly Advisors, Inc.
 - C. Amount: \$1,000,000.00

_____ D. Expiration Date: 11/8/24 _____

10. WHAT IS YOUR PRIMARY BUSINESS? Owner's Representative / Project Management

I, the undersigned, certify that any and all information contained in this Qualifications submitted in response to the RFP is true. I certify that this Qualifications is made without prior understanding, agreement, or connections with any other corporation, firm or person and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions and certifications of the RFP, and certify that I am authorized to sign on behalf of the firm.



AUTHORIZED SIGNATURE

President

TITLE

Jessica Browdy

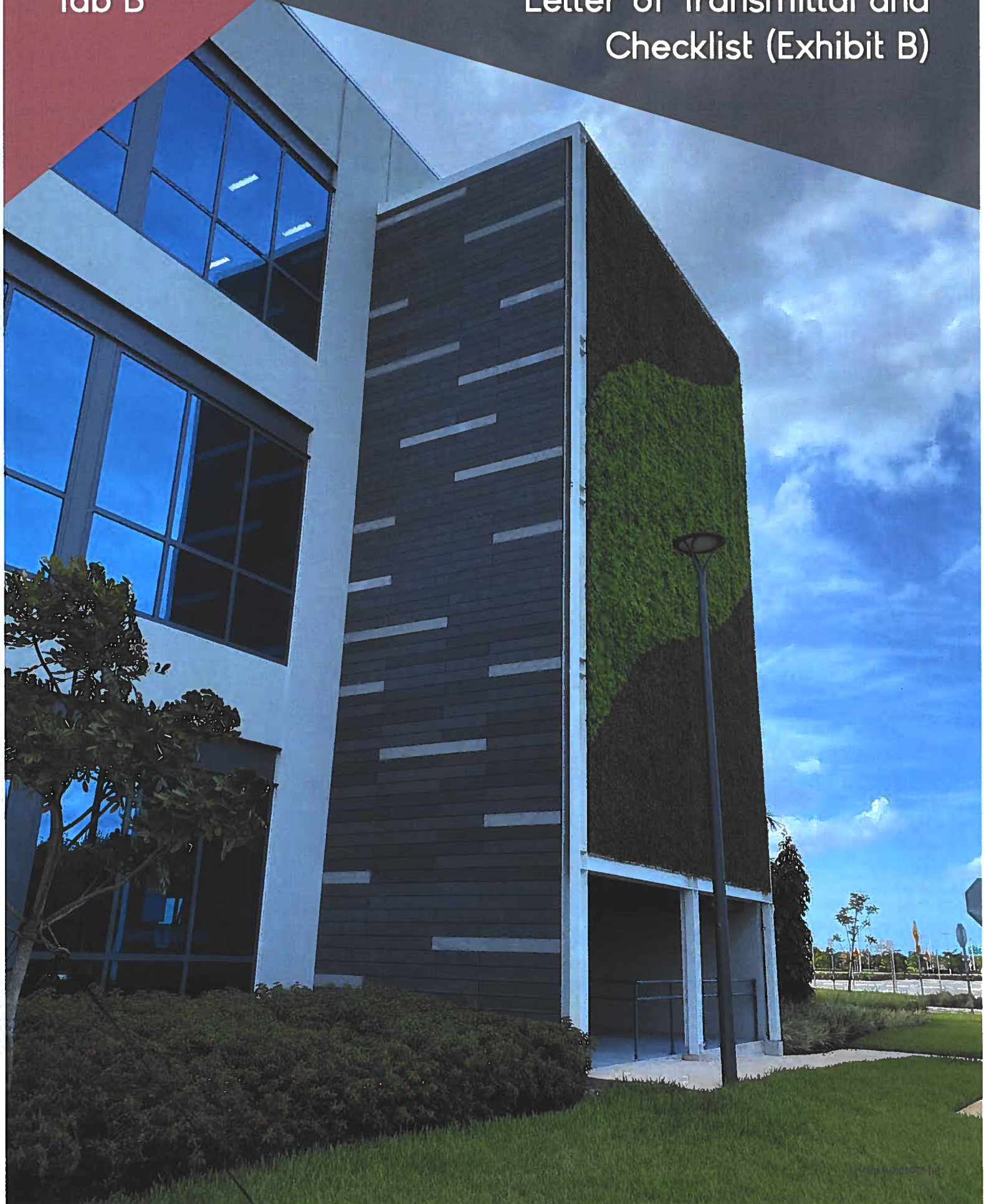
PRINT NAME

11/17/2023

DATE

Tab B

Letter of Transmittal and Checklist (Exhibit B)



November 27, 2023

Town of South Palm Beach

Mr. James Titcomb, Town Manager

3577 South Ocean Boulevard

South Palm Beach, Florida 33480

Re: Owner's Representative RFP NO. 10-10-2023-P

B. Letter of Transmittal

Dear Mr. Titcomb-

It is with great pleasure that we respond to the Request for Proposal provided by the Town of South Palm Beach for Owner's Representative services. Having thoroughly reviewed the details and objectives outlined in your Request for Proposal, J. Kelly Advisors (JKA) is compelled by the opportunity to contribute our expertise together with team in alignment with your project goals. With a proven track record providing Owner's Representation, we are confident in our ability to not only meet but exceed the Town of South Palm Beaches expectations. As your local Owner's Representatives, with our offices headquartered in Delray Beach, and many of our staff also residing in Palm Beach County, it's inherently advantageous for us to ensure the successful delivery of your new Town Hall.

As President of JKA, my career spans over 20 years including working with one of the nation's largest general contractors as a Senior Project Manager, and in the Real Estate and development world for one of the largest Commercial Project Management companies. I successfully built JKA from the ground up. JKA's portfolio of projects in the South Florida area, many of which are for repeat clients, ranges from \$3M - \$250M in volume. Our team of consultants includes members who are Architects, Construction Managers, Project Managers, Engineers, and LEED Accredited professionals with over 100 years of combined construction expertise.

JKA has been in business since 2015, and during our 9 years in business we have completed projects totaling over \$1B. We have a successful track record acting as an Owner's Representative on many types of projects in the following sectors: Commercial Office, Tenant Improvements, Education, Healthcare, Life Science Biotechnology, Retail and Multi-Family.

As your Owner's Representative, our Scope of Services includes the following:

- Project Budget & Schedule Adherence
- Design Discovery working with your Architect and Engineers
- Conceptual Design and Budgeting
- Design Approval
- Construction Drawings Constructability
- Building Permit Application

- Soliciting, Reviewing and Selecting a General Contractor
- Construction Kick-Off with all Stakeholders
- Progress Updates
- Construction Document Control Management
- Jobsite Inspections
- Oversight of FFE (Furniture, Fixtures & Equipment)
- Move Management
- Final Punch List, Operations, Warranty and As-Built Drawings

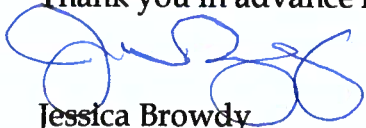
Please see Tab C for more detailed information of our specific Responsiveness and Methodology approach to meet the Town's needs including innovative strategies that demonstrate our knowledge and capability to meet the project requirements.

We are pleased to present Miriam Cala-Morrisette as your Project Manager for the Town Hall. Miriam has over 30 years of experience in construction. She previously worked with CBRE, Suffolk Construction and W.G. Mills, all located in Palm Beach County. Her biggest client as an Owner's Representative was with Florida Power & Light, and she completed 21 separate projects, ranging in value from \$1M-20M. During her tenure at Suffolk Construction, she completed \$320M worth of projects in West Palm Beach. She was also the Project Manager on a \$56M Federal Courthouse in Fort Pierce. Miriam also holds an OSHA (Occupational Safety and Health Administration) 30-Hour Certificate and is recognized for being an eagle-eye when it comes to safety on her projects.

As your Owner's Representative, we seek to advise, advocate and act with your best interest in mind in everything we do for the Town of South Palm Beach, and it will be critical as we navigate through managing the construction of the Town Hall project. Part of what we do best is to provide you with our firsthand knowledge and our combined 100+ years of experience in the industry of the commercial and corporate real estate, planning, due diligence, design, and construction experience. In doing so, we also manage the process of when decisions must be made by your team and show you how your decisions can affect the budget and the schedule. We work with you to reach your project goals and ensure success by obtaining them. We will be your team of sharp negotiators and relationship builders, that will help the group achieve the defined project goals with attention to detail, strong communication, creative problem solving, and most importantly, provide you with precise, cost effective and schedule driven outcomes. We understand your need for an Owner's Representative and would like to support your efforts via an unbiased, transparent, third-party project management advisory team, immediately available to you as your needs arise.

Last, but not least, JKA is a certified woman-owned business. Additionally, we were named the 69th largest Woman-Owned business in the State of Florida in 2023 by The Women's Edge. Our team is local, we are vested in our community, and are proud to work hand-in-hand with the Town of South Palm Beach to build a new Town Hall that will stand the test of time for years to come.

Thank you in advance for your consideration,



Jessica Browdy
President
J. Kelly Advisors, Inc.

B. Checklist (Exhibit B)

EXHIBIT B CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFP immediately after the Letter of Transmittal.
- 2) RFP Package must be put together in the order set forth in this checklist.
- 3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

- Qualifications Submittal Form
- Letter of Transmittal
- Copy of this Checklist (Exhibit B)
- Responsiveness & Methodology
- Cost Effectiveness
- References & Materials
- Litigation and/or Terminations
- Proof of Licenses
- Minority Business Enterprise/Women's Business Enterprise
- Conflict of Interest Statement (Exhibit D)
- Drug Free Workplace form (Exhibit E)
- Scrutinized Companies Certification (Exhibit F)
- E-Verify Form (Exhibit G)
- Acknowledgment of Addenda (Exhibit I)





Responsiveness and Methodology



RFP Question: Firms shall provide a comprehensive proposal addressing all the required services as provided in this solicitation. The proposal shall clearly provide for the methodology and approach to the project with details of each step of the project that will be completed and summarize other firm resources available to meet the Town's needs. The emphasis will be given to proposals that provide detailed and innovative strategies and that demonstrate knowledge of the project and capability to meet the project requirements.

We have separated Section 3 - Responsiveness & Methodology plan into 5 subsections. In *Section A* we provide our plan to engage with the Town of South Palm Beach's representatives. In *Section B* we outline our approach to construction administration. In *Section C*, we discuss our understanding of inspection and compliance requirements. In *Section D*, we explain how we will adhere to the schedule on the Town Hall project and mitigate delays. Finally, in *Section E* we discuss how we ensure effective communications between the teams, town representatives, and the community.

A. ENGAGING WITH TOWN REPRESENTATIVES

Our approach for engaging with town representatives during the construction administration and inspection of the Town Hall Project is built upon the principles of collaboration, communication, and adherence to the project's scope and objectives. Our team will utilize a systematic methodology and document control management to ensure the project is executed efficiently and effectively. Here is a detailed narrative description of our proposed approach:

1. Regular Communication: Our first step will be to establish clear lines of communication with the Town's project team and determine reporting process, procedures, and structure. We will hold regular meetings and maintain open channels of communication to discuss project progress, potential challenges, and proposed solutions.

2. Coordinated Approach: We will work closely with the Town, the awarded Design Team and Contractor, and other key stakeholders. This collaborative approach is essential for ensuring that all parties are aligned with project goals and requirements. Taking a coordinated approach to a project is crucial for its success. Coordination involves aligning activities, resources, and communication to ensure that all aspects of the project work together seamlessly. Here's a step-by-step guide on how we will lead and manage this approach on this project:

a. Define Clear Objectives:

- i. Our team will work to clearly articulate and document the projects, objectives, goals, and deliverables. We will ensure that everyone involved understands the purpose and desired outcomes of the project. This will be included in a kickoff meeting with the entire project team.

b. Create a Detailed Project Plan:

- i. Our team will lead the development of a comprehensive project plan that outlines tasks, timelines, milestones, and dependencies. Use project management tools to organize and visualize this information.

c. Assign Responsibilities:

- i. Clearly define roles and responsibilities for each team member. Ensure that everyone understands their tasks and how they contribute to the overall project goals. These roles and responsibilities will be assigned through a responsibility matrix.

d. Establish Communication Channels:

- i. Set up regular communication channels for the project team. This can include meetings, emails, collaboration tools, or through Smartsheet, our project management software. Effective communication is essential for keeping everyone informed and on the same page.

e. Encourage Collaboration:

- i. Foster a collaborative environment where team members feel comfortable sharing ideas and information. Utilize our Smartsheet collaboration tools that allow for real-time sharing of documents, updates, and feedback.

C. Responsiveness and Methodology (continued)

f. Monitor Progress:

- i. Regularly monitor and track progress against the project plan. Identify any potential issues or delays early on and take proactive measures to address them.

g. Address Issues Promptly:

- i. If any issues or conflicts arise, address them promptly. Open and transparent communication is key to resolving problems before they escalate.

h. Adapt to Changes:

- i. Projects are dynamic, and changes are inevitable. Be prepared to adapt the project plan as needed. Ensure that any changes are communicated to the team, and adjustments are made accordingly.

i. Use Technology Wisely:

- i. Leverage our project management tools, collaboration platforms, and other technology to streamline processes and enhance coordination. Ensure that all team members are familiar with and have access to these tools.

j. Conduct Regular Reviews:

- i. Schedule regular reviews of the project's progress and performance. Evaluate what is working well and identify areas for improvement. Use feedback from these reviews to make necessary adjustments to the coordination strategy.

k. Celebrate Achievements:

- i. Recognize and celebrate milestones and achievements. This helps boost morale and reinforces the team's commitment to the project.

3. Construction Administration Services: Our Project Manager (PM) will be the primary point of contact during the Construction Contract. The PM will maintain a high level of observation of Contractor activities, interpret special provisions within the Construction Contract, and document all project-related activities. We will work collaboratively with the Contractor, Design Team and the town of South Palm Beach's representatives.

4. Document Control Management System: We will implement an electronic Document Control Management System (DCMS) that will be accessible to all relevant parties. This system will facilitate information transfer, review of project documentation, and will be a tool to ensure maximum effectiveness. JKA proposes to use software called Smartsheet for our Document Control Management System. Smartsheet is a powerful Project Management tool that puts people first. Teams work more efficiently and effectively by bringing all the parties of the Town Hall project together under one easy-to-use DCMS that holds all the processes and information in a single platform. Smartsheet will be used to manage the Town Hall project from start to finish.

This software can assign tasks, organize calendars, collaborate on documents and most importantly, monitor the forward execution of the progress of the project. The software has notification and follow-up ability as tasks are assigned to each end user. The software offers a user-friendly interface that makes it easy to navigate and leverage the features for streamlined productivity. Everyone involved can see exactly what needs to be done to keep the project on track, with a quick overview and visibility of the entire project. With Smartsheet task management, planning a complex project for the Town of South Palm Beach becomes simple, with a real-time view of tasks across the entire project. This will keep our team connected (The City of Town of South Palm Beach, the Architect and Engineers, JKA, and the Contractor) by providing a DCS that keeps everyone organized and on task. The team will all know what's going on and how the project is progressing in real-time. This mitigates the need for constant follow-up and provides an organized platform with automated follow-up.

Smartsheet has a management workflow element, this is when input from the information we provide is automatically added to a sheet. Then Tasks are automatically automated and captured in a dashboard. Reports and metrics sheets can be tailored to the project. For example, we can track the progress of purchase requests and assign the work to different team members to review, comment, and approve. Tasks can be reviewed in a Gantt chart, card view, grid, or calendar views. Reports can be provided with open tasks so at any time you can log in and see what's due and whose court the ball is in. Work can be shared between the team members or outside the organization with permissions for edits or visibility. We can embed videos, pictures, and documents into tasks so that once the tasks are completed the final documentation is shared.

Smartsheet integrates with Dropbox, Box, Microsoft Office 365, Slack, Adobe, GSuite, Teams, and many more applications. Smartsheet keeps teams connected and dynamic. The capabilities of Smartsheet and the Work Execution Platform includes some of the following attributes:

C. Responsiveness and Methodology (continued)

- ✓ Activity Log
- ✓ Admin Center
- ✓ Admin Tasks
- ✓ Attachments
- ✓ Accounting Processing
- ✓ Brand Folder
- ✓ Calendar
- ✓ Cell Linking
- ✓ Content Collaboration
- ✓ Conversations
- ✓ Critical Path Scheduling
- ✓ Dashboards & Data Retention Center
- ✓ Document Generation with E-Signature
- ✓ Event Reporting
- ✓ Forms
- ✓ Gant Charts
- ✓ Notification Center
- ✓ Project Insights
- ✓ Publish
- ✓ Reports
- ✓ Resource Management

5. Constructability Field Review: We will conduct a field review of the Contract Drawings with the Contractor to identify constructability issues, conflicts, or cost-saving changes before construction begins. The results of this review will be discussed and documented.

6. Submittal Review: We will manage the shop drawings and submittals process, which includes managing the distribution of the documents to the relevant stakeholders, which may include architects, engineers, other consultants, and parties involved in the project. We will implement a process whereby the general contractor will first review the submittal for completeness and accuracy against the specified item as shown on the contract documents and provide their approval. Then we will ensure the submittal items are distributed to the relevant parties as established in the Coordination Process (item #2 above).

7. Construction Schedule Review: Regular monitoring of the construction schedule will allow us to identify any potential delays promptly. If a schedule slippage is detected, we will work with the Contractor to develop a recovery plan. We will require 2-week look ahead schedules from the contractor to discuss at every Owner, Architect, Contractor (OAC) meeting. We will overlay these look ahead schedules with the master schedule to confirm critical milestones are being met.

To accurately review the schedule and address any challenges that arise we will be implementing the following tasks:

- a. Review Project Timeline**
 - i. Overall project timeline review of milestones.
 - ii. Assess the progress made since the last review.
- b. Task Status Updates**
 - i. Have team members provide updates on the status of their tasks.
 - ii. Identify completed tasks, tasks in progress, and any that are overdue.
- c. Identify Bottlenecks**
 - i. Discuss bottlenecks or challenges that the team members are facing.
 - ii. Brainstorm solutions to overcome these obstacles.
- d. Resource Allocation**
 - i. Review the allocation of resources (human, financial, technical) against the project plan.
 - ii. Ensure that resources are being utilized effectively.
- e. Dependencies and Constraints**
 - i. Evaluate dependencies between tasks and ensure that they are being managed effectively.
 - ii. Discuss any constraints affecting the project schedule.
- f. Client or Stakeholder Feedback**
 - i. Share any feedback received from clients or stakeholders.
 - ii. Discuss how this feedback may impact the project schedule.
- g. Scope Changes**
 - i. Address any changes in the project scope and assess their impact on the schedule.
 - ii. Ensure that necessary adjustments are made to accommodate scope changes.

C. Responsiveness and Methodology (continued)

- h. Quality Assurance and Testing**
 - i. Review the status of quality assurance and testing activities.
- i. Ensure that testing timelines align with the overall project schedule. Communication Plan**
 - i. Discuss the effectiveness of the communication plan.
 - ii. Identify any improvements needed in terms of information flow within the team.
- j. Document Review**
 - i. Check the completeness and accuracy of project documentation.
 - ii. Ensure all updates and changes are properly documented.
- k. Future Milestones**
 - i. Discuss upcoming milestones and deadlines.
 - ii. Plan for any necessary adjustments to the schedule

8. Construction Claims and Changes: We will prepare, review, and negotiate any Field Orders, Work Change Directives, Additional Work Authorizations, or Change Orders as necessary.

The review of change orders ensures that any alterations to the project are properly evaluated, documented, and approved to maintain transparency, control costs, and prevent disputes. Here's a detailed breakdown of the construction change order review process:

- a. Submission of Change Order Request:**
 - i. The process begins when a party involved in the project (contractor, subcontractor, or client) submits a change order request.
 - ii. The request typically includes details such as the reason for the change, the scope of the change, cost implications, and potential impacts on the project schedule.
- b. Documentation Review:**
 - i. The construction change order review starts with a thorough examination of the change order documentation.
 - ii. This includes reviewing the change order form, any supporting documents, drawings, specifications, and other relevant information.
- c. Impact Assessment:**
 - i. Assess the impact of the proposed change on various project aspects, such as schedule, budget, and overall project goals.
 - ii. Evaluate how the change will affect other elements of the construction, including materials, labor, and subcontractors.
- d. Cost Estimation:**
 - i. Develop a detailed cost estimate for the proposed change. This should cover additional materials, labor, equipment, and any other relevant expenses.
 - ii. Compare the estimated cost with the proposed cost in the change order request.
- e. Schedule Impact Assessment:**
 - i. Evaluate the impact of the change on the project schedule. Consider how it may affect the critical path and overall timeline.
 - ii. Ensure that the proposed change is feasible within the project's timeframe.
- f. Negotiation and Clarification:**
 - i. If there are discrepancies or uncertainties in the change order request, engage in negotiations with the party submitting the request to clarify details.
 - ii. Negotiate terms such as cost, schedule adjustments, and any other conditions.
- g. Approval Process:**
 - i. Present the change order, along with the impact assessment and cost estimate, to the appropriate stakeholders for approval.
 - ii. This may involve obtaining approval from the client, architect, project manager, or other decision-makers, depending on the project structure.
- h. Documentation and Record-Keeping:**
 - i. Once approved, document the change order thoroughly. This documentation should include the approved scope changes, associated costs, and any modifications to the project schedule.

C. Responsiveness and Methodology (continued)

- ii. Keep records for future reference, audits, and potential legal considerations.
- i. **Communication:**
 - i. Communicate the approved change to all relevant parties, including the construction team, subcontractors, and any affected stakeholders.
 - ii. Ensure that everyone is aware of the modifications and understands their roles and responsibilities.
- j. **Implementation:**
 - i. Implement the approved change in accordance with the documentation and communicate any necessary adjustments to the project team.
 - ii. Monitor the change to ensure it is carried out as planned.

9. Quality Assurance (QA) Program: Our QA Plan will be developed with input from the entire team once awarded to ensure compliance with project specifications and procedures. We will regularly evaluate and update the plan as needed during construction.

Our QA Plan will define processes and procedures to ensure that products or services meet specified quality standards. We will implement the following process when developing our QA Plan.

- a. Identify Stakeholders
- b. Define Scope
- c. Define Quality Standards
- d. Establish System for Documentation using our Document Control System
- e. Define Process and Procedures, Including Testing, and Inspections
- f. Define Training Requirements
- g. Establish Communication Guidelines
- h. Establish Inspection and Monitoring Procedures
- i. Establish Process for Handling Non-conformances
- j. Documentation Review
- k. Approval of QA Plan from Stakeholders
- l. Regular Review and Update

This proposed approach and methodology are aimed at ensuring a successful, efficient, and transparent construction administration and inspection process for the Town Hall Project while maintaining a strong partnership with Town representatives. Our commitment to open communication and collaboration will be the cornerstone of our engagement throughout the project.

B. APPROACH TO CONSTRUCTION ADMINISTRATION

Our approach to the construction administration and inspection of the Town Hall project is founded on a comprehensive understanding of the specialized requirements of these facilities. We recognize the distinct features of such projects and tailor our approach to address them effectively. Our team has defined this seven-step approach for this project:

1. Customized Phasing: We recognize that no two projects are identical. Our approach involves creating customized phasing plans that accommodate the specific needs of each project. This tailored approach minimizes disruptions to ongoing operations and ensures the safety and functionality of the facilities. We will review long lead times such as equipment, to determine a path forward together with the contractor on the most efficient logistics plan and schedule. We will coordinate and work with the budget at hand to ensure the budget and forecasted cost aligns with the Town's expectations.

2. Excellence Beyond Compliance: While we strictly adhere to industry standards and regulations, our commitment goes beyond mere compliance. We aim to deliver excellence by surpassing relevant guidelines and regulations, resulting in facilities that stand out as community assets.

3. Communication and Collaboration: Effective communication and collaboration are at the heart of our approach. We act as a central hub for information exchange, fostering seamless communication among all stakeholders. This approach ensures

C. Responsiveness and Methodology (continued)

timely issue resolution and transparent project progress reporting. We will implement a community engagement strategy to involve local residents and potential users, so they understand the construction, MOT, and timelines.

4. Safety First: Safety is a paramount concern in our approach. We maintain a safety-first culture by adhering to OSHA standards and conducting regular safety assessments. Our team members are adept in knowledge in making sure the general contractor has a safety plan in place including hurricane preparedness. Our team will review the safety plan and provide feedback on the plan as necessary. We will request crane certifications and confirmation that the GC team has confirmed the certifications match the cranes delivered. To name a few areas of interest among many, we will be a second line of review when we walk the job site to ensure all scaffolding is tagged and inspected, PPE is properly worn, and fall protection is worn. In addition, safety will be included as part of the discussion in every OAC meeting. Environmental considerations, including NPDES and SWPPP compliance, are an integral part of our safety commitment.

5. Advanced Document Control: Our approach leverages cutting-edge document control management systems, ensuring efficient data sharing and streamlined documentation of essential project information.

6. Proactive Schedule Management: We understand the value of time and employ a proactive approach to manage construction schedules. Early identification of potential delays allows us to work collaboratively with contractors to prevent setbacks and keep the project on track. We will be able to identify any issues by staying on top of two-week look ahead schedules, required on job dates (ROJ) and submittal schedules. These will be early deliverables to track and maintain the schedule.

7. Innovative Problem Solving: Our approach is characterized by innovative problem-solving. We encourage creative thinking to address construction claims, changes, and other challenges efficiently, ensuring uninterrupted project progress.

In conclusion, our approach to the construction administration of the Town Hall project revolves around our understanding of the unique demands of these facilities. It emphasizes specialized expertise, safety, quality, and advanced communication to ensure the successful delivery of projects that benefit the community.

C. UNDERSTANDING OF INSPECTION AND COMPLIANCE REQUIREMENTS

With a firm focus on understanding the specific inspection and compliance requirements in South Palm Beach, we bring a tailored approach to our construction administration and inspection services for the Town Hall project. The town of South Palm Beach has unique regulations, standards, and community expectations that guide our methodology and project execution.

In South Palm Beach, we recognize the significance of the Town Hall in the community, and our approach reflects this understanding. We ensure that all inspections and construction activities adhere to the city's stringent safety and quality standards, as well as local regulations. Our team is well-versed in the town of South Palm Beach's compliance needs, particularly concerning stormwater management, NPDES, and MOT plans, guaranteeing that the project meets or exceeds all stipulated requirements.

We have proposed Miriam Cala-Morrisette, LEED AP as the Senior Project Manager for the town hall project. Miriam is a dynamic project management professional with 28 years of experience. Throughout her career, Miriam has held many Project Manager roles both in Ohio and Florida. She also has extensive experience in Real Estate and Sustainable Construction. Miriam has managed a variety of projects from multi-million-dollar ground-up facilities to highly complex data centers.

Miriam holds a Bachelor of Science Degree in Construction Management from the University of Cincinnati with a Minor in Real Estate. She also holds the LEED AP credential from the U.S. Green Building Council as well as a Construction Industry Technician certification from Clemson University.

Miriam's unique background and 28 years of project management experience gives her the ability to understand the management and facilitation of the documentation required during the construction administration process.

C. Responsiveness and Methodology (continued)

Our teams working knowledge of construction administration involves the management and coordination of various activities during the construction phase of the project. These tasks include:

1. Pre-Construction Phase:

- a. **Bid Process:** Understand the bidding process, including preparing bid documents, issuing invitations to bid, evaluating bids, and selecting contractors. (We understand the Town has a RFP out to GC's at this time). Should the City want any assistants with this process we can help. We would like to review the contracting method included in the RFP.
- b. **Contract Negotiation:** We have working knowledge of negotiating and finalizing contracts with contractors, working with legal teams, including defining project scope, schedule, and budget.

2. Construction Phase:

- a. **Quality Control:** Implement and oversee quality control measures to ensure that construction meets the specified standards and regulations.
- b. **Progress Monitoring:** Regularly monitor and report on the progress of construction activities, comparing actual progress to the project schedule.
- c. **Change Orders:** Handle change orders effectively, documenting changes in scope, cost, and schedule, and ensuring proper approval procedures are followed.
- d. **Communication:** Facilitate clear communication between the project team, contractors, and stakeholders, addressing issues promptly and keeping all parties informed.
- e. **Inspections:** Document, monitor, and report the inspection progress of the construction activities. Work with the team to resolve and understand any inspections that did not pass.

3. Site Management:

- a. **Safety Compliance:** Work with the GC on the construction site to oversee their compliance with safety regulations, conduct regular safety inspections, and address any safety concerns.
- b. **Coordination:** Coordinate the activities of various contractors and subcontractors to ensure a smooth workflow and avoid conflicts.
- c. **Problem Resolution:** Address and resolve issues that may arise during construction promptly and efficiently to keep the project on track.

4. Documentation:

- a. **Record Keeping:** Maintain detailed and organized records of all construction activities, inspections, including daily reports, meeting minutes, and correspondence.
- b. **As-Built Drawings:** Update and maintain accurate as-built drawings to reflect any changes made during construction.

5. Project Closeout:

- a. **Punch Lists:** Develop and manage punch lists to identify and address any outstanding issues before project completion.
- b. **Final Inspections:** Coordinate final inspections and ensure that all required documentation, permits, and approvals are obtained.
- c. **Contract Closeout:** Facilitate the closeout of contracts, including the resolution of any outstanding payments, warranties, and contractual obligations.

6. Technology Integration:

- a. **Construction Management Software:** Utilize Smartsheet our construction management software for document control, scheduling, and collaboration.
- b. **Building Information Modeling (BIM):** Understand and leverage BIM for enhanced project visualization, coordination, and clash detection. (TBD)

7. Legal and Regulatory Compliance:

- a. **Permitting:** Ensure that all necessary permits are obtained and that construction activities comply with local building codes and regulations.

C. Responsiveness and Methodology (continued)

b. **Contractual Compliance:** Monitor and enforce contractual obligations to avoid legal issues and disputes.

By demonstrating we understand the process involved in each of these areas, we are exhibiting a comprehensive understanding of the construction administration for this project and its essential components. Effective construction administration is vital for delivering projects on time, within budget, and to the required quality standards.

JKA's approach to the construction administration and inspection of projects in the town of South Palm Beach is characterized by our commitment to open communication with local authorities, including the Town's designees and utility companies. We actively coordinate with these entities to address any utility conflicts or concerns, safeguarding the project's progress and overall success.

In summary, our approach to construction administration and inspection is rooted in our profound understanding of South Palm Beach's unique inspection and compliance requirements. We tailor our services to adhere to the town's local regulations and standards, ensuring a smooth project execution. By focusing on open communication with local authorities, community engagement, and meticulous compliance, we aim to deliver a Town Hall that truly meets the needs and expectations of the town of South Palm Beach residents.

- Improve your communication with all stakeholders: The town of South Palm Beach, media, the public and homeowners.
- Build public loyalty
- Strengthen your brand image and reputation

D. APPROACH TO SCHEDULE

At J. Kelly Advisors (JKA), we understand the paramount importance of adhering to the detailed time schedule set for the Town Hall project. Our approach is grounded in precise planning, seasoned project management, and a devoted team, all tailored to the unique demands of the town South Palm Beach construction environment.

Project Initiation: The project kickoff will involve close collaboration with Town representatives and other key stakeholders to secure necessary permits and approvals expediently. Our comprehensive project management plan will chart a clear course through the various construction phases, providing a blueprint for adherence to the schedule. We will include in our project kickoff clear objectives with the GC, requiring early submittal items list and required on job dates to pre-plan and execute deliverables timely.

Effective Coordination: JKA places a premium on transparent and timely communication. Our team will host regular progress meetings, concentrating on achieving vital project milestones. Through robust coordination with the awarded Contractor, Engineer (or Architect) of Record, and Town staff, we'll sustain the project's forward momentum.

Proactive Risk Mitigation: We acknowledge that construction projects often confront unforeseen challenges. Our proactive approach encompasses the identification of potential issues during the Constructability Field Review and Preconstruction Meeting phases. By actively engaging all stakeholders in these discussions, we aim to preemptively tackle potential roadblocks and schedule disruptions.

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C. Responsiveness and Methodology (continued)

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Dynamic Schedule Oversight: To ensure that the project remains on track, we will continuously scrutinize the construction schedule, closely reviewing the Contractor's 2-week look ahead schedule in tandem with our inspector. This meticulous monitoring enables early detection of any circumstances that might hinder project progress, facilitating swift intervention and mitigation measures.

Streamlined Reporting: Timely reporting is pivotal to our strategy. Our weekly report is a comprehensive repository of on-site activities, spanning personnel, equipment, materials, and weather conditions. This invaluable data is scrutinized to ensure alignment with the established time schedule, providing a real-time snapshot of project progress.

Efficient Issue Resolution: In the event of unforeseen challenges, we commit to swift and effective issue resolution. We'll work closely with the Contractor and Town representatives to address issues expeditiously, maintaining the project's timeline with minimal disruptions.

Adept Team: JKA's seasoned team members possess the acumen to meticulously oversee the work, ensuring strict adherence to the designated time schedule.

In summary, J. Kelly Advisors brings a customized approach that emphasizes seamless communication, proactive risk management, diligent oversight, and experienced project leadership to comply with the Town Hall project's rigorous time schedule. Our unwavering commitment to collaborative teamwork, rapid issue resolution, and open communication is fundamental to safeguarding the project's timeline while delivering top-tier results.

E. ACCESSIBILITY FOR MEETINGS AND COMMUNICATIONS

J. Kelly Advisors (JKA) is dedicated to ensuring open and effective communication throughout the project. Our team is readily accessible to City representatives and stakeholders, guaranteeing that their questions and concerns are addressed promptly. We will maintain our main office location at the jobsite trailer, which serves as our primary base for administrative work. Both our primary and secondary location facilitates swift responsiveness to emails, phone calls, and any unforeseen issues, ensuring that our lines of communication are always open. Our Project Manager and Assistant Project Manager are dedicated to this project. The



C. Responsiveness and Methodology (continued)

project site has a close proximity to the Town Hall and the Building Permitting Office / Engineering Department. Our Project Manager and Resident Project Representative will be stationed on site as their primary office location we will be readily accessible for meetings and communications.

Attendance at Pre-Scheduled Meetings: We recognize the significance of attending pre-scheduled meetings to foster collaboration and keep the project on track. Our Project Manager and relevant personnel will be present at these meetings. For in-person meetings, our field office at or near the project site will be the primary location for construction meetings. For virtual meetings, our team will utilize video conferencing and other online communication tools. Regardless of the meeting format, we will ensure that our key staff members are present to participate, address concerns, and provide status updates.

Accessibility and Availability: JKA is committed to maintaining accessibility and availability throughout the term of the Agreement. Our team will follow a structured schedule to guarantee continuous support for the project. During business hours, our jobsite office serves as a hub for communication and coordination. Moreover, our dedicated project manager is always accessible via email and phone. To enhance accessibility further, we will establish clear contact procedures for urgent matters outside standard business hours, ensuring that City representatives and stakeholders can reach us in case of emergency. Our commitment to accessibility and availability is fundamental to the success of the project, and we will continuously strive to meet these expectations.



Project Basis – RFP 10-10-23-P

The scope of work includes the demolition and the new construction of a Town Hall and Community Center (roughly 7,500-10,000 s.f.). We have included the details in the scope of services shown in Exhibit A of the RFP dated 10/27/23 along with the scope of work and qualifications included herein.

1. Scope of Services

While most Project Management Advisor assignments require similar services to achieve project financial goals and objectives for completion, JKA tailors its process and execution to fit the specific needs of each individual client (“Client”). **We have tailored our proposed services based on our previous experience with working on public work and have included the team required to document and manage the work at hand. We understand the time and effort needed to support project management and interface with the Town and key stakeholders.** JKA has proposed to perform the following activities as required for each individual project:

1. Architect & Engineer Design & Budget Management

- JKA proposes the ability to weigh in and review the bids for the Design Team Selection. We request this ability to be sure the proposer has included the proper scope of work for the project at hand. JKA can provide feedback to the town and help level bids as requested. JKA will review the awarded Design Teams proposal and assist in the contract negotiations.
- JKA will work with the Town Stakeholders and the Design Team to establish a budget for the program and desired architectural features. This will be used as our Control Estimate for the project.
- During design, JKA will supervise the design process, reviewing and providing feedback on preliminary presentations. JKA will provide direction to the design team regarding any scope elements or material selections that exceed the project budget or threaten the construction timeline. JKA will review or weigh in on the existing Architects agreement if one is in place and advise if this includes all the work necessary to complete the project. JKA will also advise Client regarding substantive changes to the design to avoid change orders for additional design services. JKA will work with the design team and Client to provide a budget on the preliminary development design. If the budget is approved, JKA will proceed to construction documents (required for permit).
- JKA will work with the selected architect and associated Engineers to provide feedback as it relates to cost, lead times, and schedule. JKA will attend design meetings with the team. JKA has included the following in our scope of work:
 - **Schematic Design** – JKA will participate in the Schematic Design process, reviewing and providing feedback on preliminary presentations regarding schedule, construction, and cost impact that JKA & Client agreed to. We will review and validate the existing programmatic budget. As materiality is chosen JKA will review and validate lead times with the existing schedule.
 - **Design Development** – JKA will engage actively in the Design Development phase, assessing and offering input on initial presentations. Our role encompasses evaluating design elements and material choices that surpass the project budget or jeopardize the construction schedule. Collaboratively, we will work with and keep the design team informed about budget revisions aligned with the preliminary development design. We will engage in a back-and-forth exchange with the design team as needed, ensuring budget updates are well-coordinated and discussing construction techniques to address any budget-related apprehensions.

- **Construction Documents** – JKA will participate in design meetings with the Architect and Engineers to ensure the integration of all disciplines and the maintenance of the design intent. JKA will facilitate client meetings with the Architect as necessary to finalize the construction documents with the Architect and Engineers.
- **Construction Administration** – JKA will collaborate with the design and engineering team to facilitate the involvement of the Design Team throughout the Contract Administration phase (construction). Our role also involves working closely with the General Contractor ("GC") to monitor all Requests for Information and Submittals Shop Drawings for Review, establishing clear protocols for information exchange and revisions. Additionally, we will be present during on-site meetings alongside the design team to ensure that the GC furnishes the requested information according to their needs. JKA will ensure that any necessary mockups, layouts, or on-site measurements are provided to the design team. Lastly, we will partner with the Architect and GC to successfully address and finalize the construction punch list.

2. GC & Vendor RFP & Selection

- **General Contractor** – JKA will collaborate closely with the Stakeholders and the Design Team to determine the most suitable contracting approach, considering a variety of factors that we will present and deliberate upon. Our goal is to ensure the optimal success of the project. Subsequent conversations with the client will help determine the most favorable strategy based on project objectives and prevailing conditions. We will present a concise selection of potential General Contractors (GCs) for Client's endorsement, encompassing both the GCs the client specifically asks for and those we recommend. We will also work with the Town to make sure we follow the Town's process for Request for Proposals. We will guide GC candidates through the Request for Proposal (RFP) process including a site walk with the Town's Facilities or Engineering Team and any Stakeholders the Town deems necessary, in addition to the Design Team. JKA will verify all estimates and set allowances for unknown elements as required and provide a leveling of all bids. JKA will level and provide a selection recommendation and will collaborate with Client and its legal counsel as necessary to negotiate an AIA contract for the selected GC.
- **Vendors** – JKA will also work with the Town to onboard any vendors necessary for the project such as Phase 1, Surveyors, Low Voltage, waterproofing consultants, or Specialty Subcontractors.

3. Financial Management

- **GC Schedule of Values** – JKA will present the project Schedule of Values with the recommended GC. This Schedule of Values will be integrated into a full revision of the Project Budget. This will be used as the baseline to maintain the budget during the lifetime of the job. Any adjustments must be approved by the Client.
- **Value Engineering** – JKA will work with the design team and if selected, the GC to provide Value Engineering ("VE") suggestions. The VE suggestions will be provided during the design development process and based on requirements needed to meet or go below the determined budget.
- **Invoice Control** – JKA will review all project invoices for accuracy and provide approval for Client payment. JKA will summarize all invoices and track the costs in a monthly updated spreadsheet. All invoices will go to JKA to review and be streamlined to the client monthly.
- **Budget Tracking** – JKA will provide a monthly summary of costs when submitting invoices to the client for payment. Invoices will be paid directly to vendors by the Client.
- **Project Reconciliation** – As a portion of the Closeout package, JKA will issue a final Project Reconciliation summarizing all project costs. JKA will make sure all Notice to Owners match final lien releases and package into the final reconciliation.

4. Permit Coordination

- **Permit Coordination** –JKA will manage and coordinate the Permit Process. Permit Coordination includes the onboarding and management of the permit runner (if needed) for all permit documents to all Town and local jurisdictions required for permit. This includes running all documents to the jurisdictions, obtaining all signatures required, and providing all costs required by municipalities to the Client for payment. We will work with each department and retrieve all comments for the design team to process and turn around the revisions so we can process through the appropriate departments. If available at the Town, we will set up a pre-submittal meeting with the appropriate members of the Building Department and the Architect and Engineers to do a pre-review of the plans, which will help move it through the Town more efficiently. JKA will work with the Design Team and GC to coordinate the transmission of all plan review comments to the Design Team, working with the Design Team & Contractor to provide required revisions as quickly as possible, and coordinating any required design changes and approvals from Client.
- **Permit Fees** – JKA will notify Client of any permit payment requirements. The Client will pay for the Permits on-line or directly to the municipality.

5. Construction

- **OAC Meetings and Site Supervision** – JKA will hold weekly Owner/Architect/Contractor (“OAC”) meetings at the jobsite with an accompanying conference call to review all open project items, discuss and work to resolve issues, schedule updates, and review financials. The GC will provide the meeting minutes. This weekly meeting/call will be immediately followed by a walkthrough of the jobsite to monitor progress and review any conditions of concern/requiring direction. JKA intends to be full time on the project site during construction. These trips may include field conditions requiring attention, to periodically review the GC’s progress and cleanliness of the jobsite, as well as participating in preparatory meetings with subcontractors, along with appropriate members of the design team. The Project Manager Advisor will visit the job site when critical issues arise but will otherwise be available via phone for coordinating and problem solving.
- **Quality Assurance** – JKA will provide a quality assurance plan and will review with the Client for implementation.
- **Change Order Review** – In the event of changes to the project scope, JKA will require detailed change orders from all vendors and GC for review prior to release of any additional services or construction. Where necessary, JKA will request additional backup or negotiate pricing with vendors prior to presentation to Client. All change orders must be approved by Client prior to approval and vendor release.
- **Payment Application Review** – JKA will require G701 & 702 AIA Payment Applications from GC. JKA will review all Payment Applications from GCs. If appropriate, JKA will also request the design team to review for accuracy of estimated completion percentages for each billing period and may request revisions from GC/Design Team prior to approval. The Client will hold final approval authority for payment. JKA will also request lien releases and provide the subsequent releases with each application.

6. Close Out

- **Punch List Items** – JKA will work with the Design Team and GC to create the punch list. JKA will ensure completion of all Construction punch list items, in concert with the selected GC, Architect, and Client.
- **Closeout Packages** – JKA will ensure transmission of all as-built drawings, warranty information, operations, and maintenance manuals, and cut sheets from the GC to Client, accompanied by the final financial reconciliation and the Certificate of Completion.
- **Financial Closeout** – JKA will ensure final transmittance of release of liens, financial close out with all vendors, contractors, and consultants. JKA will work with your financial institution to close out the project financially.

7. Move Management

- **Move Management Services are provided** which includes:

Creating relocation strategy for the Project, identifying move champions within the Town Hall and managing their responsibilities by conducting weekly move coordination calls prior to move, assisting with the coordination of the logistics of packing, identify contents staying vs. going, and managing the disposal of existing items addition. Assisting with coordination, bidding, contracting, and coordination with FFE & GC.

8. Facilities Coordination

JKA will coordinate and keep the facilities & maintenance team informed of the entire project along the way. JKA will work with the facilities team for specification reviews, drawing reviews for location and maintenance of facilities, and access. Facilities coordination and open transparent discussion is critical to the success of the project. JKA will take the heavy workload off of the facilities team so they can continue with their day job while we make sure their concerns are alleviated.

2. Proposed Team

To execute the services described in the previous section, JKA proposes a Senior Project Manager and a Assistant Project Manager to manage the Town Hall Project. These professionals will incorporate the skills to ensure the successful fulfillment of the tasks outlined above.

The following professional will constitute fulfill the roles on the Town Hall project:

Miriam Cala-Morrisette, Senior Project Manager to execute the scope of work as requested by the Client in Exhibit A and listed herein. **Miriam has Town Hall Experience from earlier in her career as her resume provides.** Prior to JKA, Miriam worked for Next Era Energy / FP&L executing projects. These projects require heavy documentation and effective up-front planning. Miriam has experience managing multi-million-dollar projects and works diligently to create a team environment on every project.

Ray Tomeh, Assistant Project Manager, is responsible for the document control and administration work required for the project. Ray has 5 years of experience on the general contracting side of the business prior to working with JKA. On all his projects he has spent time reviewing safety, submittals, RFI's, project documentation required for compliance, schedules, and general project oversight. He has experience with construction contract requirements in his previous role as a general contractor. Ray is also a licensed General Contractor. Ray will manage the administration of all documentation and keep records up to date, attend compliance reviews, and furnish complete project files for review as necessary. Ray has provided project quality control management and will assist in this effort. Ray is also experienced in creating a safety culture.

3. Schedule

We have assumed a schedule of 24-30 months with 2 months of project and financial close out. Without further discussion on the timing of the actual award to the design team, move time (both out and in), expedited permit time/required commissioning meetings, designed structure (precast, tilt, or composite), budget approval timeframes, and confirmation of decision-making time frames from the Town it's difficult to determine exact timelines. JKA will provide a schedule once these items are clarified and will work with the Town to prepare an efficient and realistic schedule.

JKA will make every effort to tighten the timelines, plan, and create the most effective schedule possible when we have more information in hand.

4. Fee

For the performance of the services required to complete the Town Hall Project, JKA proposes a lump sum retainer fee billed at the start of each month for the duration of the project. The above fee structure is based on a payment period of no more than 15 days from the time of invoice submission. Any invoice not paid within 45 days is subject to an interest payment of 3%.

The rates in this Exhibit and Contract are fixed, stipulated rates by agreement of the Owner and J. Kelly Advisors, Inc (JKA). These fixed rates will be used to calculate the costs reimbursable to JKA under the Agreement, including for change orders, for each listed labor, equipment, consumable, and insurance items by multiplying such rates by the actual, applicable units. These fixed rates govern over any contrary cost reimbursement terms of the Agreement or other contract documents. Where Owner has the right under the Agreement or other contract documents to audit Contractor's costs, such right with respect to these fixed rates is limited to auditing the quantity of allowable units and the application of the correct fixed rates, but such audit right does not extend to items of cost within the fixed rates or documentation of how such fixed rates were determined.

We have included two (2) Full-Time Equivalent professionals for this project. They will be dedicated to the Project at the start to ensure the project is documented and managed successfully.

Duration: as listed under Schedule, Section 3.

Yearly Auto Insurance Allowance: \$25,000 – *To be priced and premium provided at time of award and promptly provided to the Town.*

Development of (1) Cost Estimate: \$100,000

Total Monthly Retainer: \$74,964 *(Subject to a yearly increase of 10%)*

Reimbursable Expenses

In addition to the monthly project fee outlined above in Section 4, reimbursable expenses will be billed at the actual cost on a monthly basis. Reimbursable expenses are expenses that we incur on behalf of our client while managing the project. These may include and are not limited to the following: reproduction of drawings, E-Verify, messenger services / overnight delivery / mailing requested by client or required for the permit process, parking fees, and mileage to and from the project site.

Proposal Acceptance



J. Kelly Advisors Project Management greatly appreciates the opportunity to serve the Town of South Palm as your Project Management Advisors and to support you in the successful delivery of your project! If you are in agreement with the terms of the above proposal, including the incorporated Terms and Conditions that are attached hereto as Exhibit K, along with the additional Scope of Work Listed in Exhibit A of the RFP, please sign in the area indicated below and at the bottom of Exhibit K and return a copy to us.

Sincerely,

A handwritten signature in cursive script that reads 'Jessica Browdy'.

Jessica Browdy
President, Project Management
J. Kelly Advisors
786.877.2885
Jessica@JKellyAdvisors.com

North Town of South Palm Beach | Signature

Date:

North Town of South Palm Beach | Printed

Jessica Browdy for J. Kelly Advisors | Signature

Date:

Exhibit K

General Terms & Conditions

These General Terms & Conditions supplement and are incorporated fully into that certain Project Management Advisory Services Proposal & Contract by and between K. Kelly Advisors, Inc. ("JKA") and the Client (the "Agreement").

1. **Hourly Fees.** For additional services beyond the scope of those covered by the Agreement and for small projects done on an hourly basis, the JKA fee will be subject to the below hourly fee schedule, which are subject to change no more often than once yearly.

	<u>Hourly</u>
President	\$245
Vice President	\$200
Project Manager	\$180
Assistant Project Manager	\$165
Project Coordinator	\$140

2. **Reimbursable Mileage.** Mileage expenses will be based on a rate of \$0.65.5/mile (or the most current rate set by the Internal Revenue Service on an annual basis) for actual miles driven to and from the project site or any off-site locations for meetings related to the project.
3. **Invoicing.** Invoices will be submitted at the beginning of every month based on the Fee Structure described in the Agreement. Invoices are due and payable within fifteen (15) days of receipt. A service charge of 1.5% per month may be charged on all invoices not paid within fifteen (15) days of the invoice date. Should payment not be received per the terms of this Agreement, JKA reserves the right to cease providing services until payments are current.
4. **Changes in Scope.** The Fee Structure described in the Agreement is a projection of the costs based on the facts available to JKA at the time of submission of the proposal. Actual costs may vary dependent upon changes of scope, circumstances, and/or scope of the project not known or anticipated at such time. However, JKA shall not undertake additional work beyond the scope of the Agreement without informing Client of the potential impact regarding fees and receiving specific authorization to proceed.
5. **No Additional Warranty.** The Agreement will not constitute a warranty or guaranty of any type beyond provision of the Services specifically described therein. In all cases, the architect/designer, engineer, general contractor, subcontractors, material suppliers, and others shall retain responsibility for the quality and scheduling of their work and for preparing and/or adhering to the applicable plans, specifications, codes and ordinances. JKA will use commercially reasonable efforts to ensure performance from all vendors but will not be liable for the inability of any contractor or vendor to meet its contractual obligations. The Agreement in no way reduces the responsibility of Client to fulfill any obligations it may have as the contracting party with respect to any other agreements related to the Project.
6. **Professional Standard.** JKA agrees that its performance under the Agreement shall be in accordance with the customary professional standards as recognized in the commercial real estate industry, using commercially reasonable efforts. JKA's recommendations and conclusions will be made based upon the information provided or available at the time of performance. Differences in professional judgment shall not be a basis for rejection of invoices or termination of the Agreement without payment of the Fee Structure described therein. JKA warrants that it will use commercially reasonable efforts to cause the Project to be completed in accordance with plans and specifications, budgets and schedules approved by Client, but otherwise JKA shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to the Project, including the architect and general contractor for the Project.
7. **Early Termination.** In the event that Client needs to terminate the agreement at any time, during any phase of the Project, Client may terminate the Agreement by giving a ninety (90) day written notification of such termination and the reasons thereof. Client agrees to pay JKA per the fee schedule for all amounts incurred through the final day

of termination.

8. **Limitation on Liability.** Notwithstanding anything else contained herein to the contrary, each party shall look solely to the insurance of the other party for satisfaction of any liabilities or obligations relating to Agreement, and no officer, director, employee, partner, affiliate, shareholder, contractor, or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and in no event shall JKA's liability to Client with respect to the Project exceed the greater than available insurance proceeds.
9. **Confidentiality.** Except as necessary for performance of this Agreement, it is agreed that both parties shall maintain strict confidentiality of any and all confidential information and trade secrets, such as plans, procedures, methods, and data identified as confidential, utilized in connection with the Project; and shall not divulge the same to others or otherwise use it now or at any time after the termination of the Agreement, without the express written consent of the other party; provided, however, this provision shall not apply to information in the public domain or which enters the public domain through no fault of the disclosing party. Additionally, Client understands JKA has disclosed or may disclose confidential, proprietary or intellectual property in the course of providing services to Client relating to project management material, which to the extent previously, presently, or subsequently disclosed to Client is hereinafter referred to as "JKA Proprietary Information". In consideration of the disclosure of JKA Proprietary Information, the Client hereby agrees: (i) to hold the JKA Proprietary Information in strict confidence and to take all reasonable precautions to protect such JKA Proprietary Information (including, without limitation, all precautions the Client employs with respect to its own confidential materials), (ii) not to disclose any such JKA Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such JKA Proprietary Information except to evaluate internally its relationship with JKA, and (iv) not to copy or reproduce such JKA Proprietary Information without the express written authorization of JKA. The Client shall actively ensure that its employees, agents and sub-contractors to whom JKA Proprietary Information is disclosed or who have access to JKA Proprietary Information agree to keep such JKA Proprietary Information confidential. The Client specifically acknowledges and agrees that in requesting services from and accepting materials from JKA, it is not being granted any right or license by JKA to make use of the JKA Proprietary Information other than for the [Town Hall Project] and shall provide proper recognition and authorship in any materials it produces using the JKA Proprietary Information for the Project. JKA agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that Client can document (i) is or becomes (through no improper action or inaction by the Client or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from JKA as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any JKA Proprietary Information. The Client may make disclosures required by law or court order provided the Client uses diligent reasonable efforts to limit disclosure and has allowed JKA to seek a protective order.
10. **Non-Solicit.** Client agrees that during the term of this Agreement, and for a period of eighteen (18) months after the end of the term of the Agreement and any further services provided by JKA to the client, that Client will not directly or indirectly solicit, induce or attempt to induce any of the Company's employees, or any of its independent contractors, agents, representatives or personnel assigned by the Company to the Project to terminate his or her agreement(s) or other relationships with the Company or engage such personnel, in any manner, on the Project other than through JKA.
11. **Authority.** The persons executing the Agreement by signing on behalf of Client and JKA warrant that each has legal authority to enter into the Agreement on behalf of their respective party and will submit written verification of such authority upon request. The Agreement shall be binding on any successor to Client with written consent of J. Kelly Advisors.
12. **Governing Law; Arbitration; Injunctive Relief.** The Agreement shall be governed by the laws of the State of Florida. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be in Palm Beach County, Florida. The arbitration shall be governed by the laws of the State of Florida. If the dispute is less than \$100,000 there shall be no discovery other than the exchange of documents. If the dispute is over \$100,000, discovery shall consist of no more than 3 depositions of 3 hours or less. Time is of the essence for any arbitration under this agreement and

arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding the foregoing, either party has the right to apply to a court of competent jurisdiction in Palm Beach County, Florida for interim relief necessary to preserve the party's rights, including pre-arbitration attachment or injunctions, until the arbitrators are appointed. After appointment of the arbitrator, the arbitration tribunal shall have exclusive jurisdiction to consider applications for interim relief, including specific performance.

13. **Photography; Credit.** JKA shall have the right to include photographic or artistic representations of the design of the Project in its promotional and professional materials, electronically or in print. JKA shall be given reasonable access to the completed Project for purposes of such photography. However, JKA shall not include the Client's confidential or proprietary information if the Client has previously advised JKA in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit to JKA in the Client's promotional materials for the Project.
14. **Client's Indemnity.** Client shall indemnify, defend and hold harmless JKA, Inc., its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders, contractors, and agents of each harmless from any and against all losses, liabilities, costs and expenses, including reasonable attorney's fees and court costs, arising out of claims by third parties and sustained or incurred by or asserted against JKA. By reasons of or arising out of the Agreement, the Project or the Services, except where caused by JKA's negligence, intentional misconduct or fraud.
15. **Force Majeure.** JKA's obligations under the Agreement shall be suspended to the extent and for so long as the performance of such obligations are prevented or hindered in whole or in part by reason of strikes, labor stoppages or slowdowns or other industrial disturbances, natural disasters, acts of God, riots, wars, acts of terrorism, pandemics, epidemics, federal, state, county, or municipal laws, rules, orders, or regulations, national health emergencies or epidemics or pandemics or for any other cause which is beyond the reasonable control of JKA. When such a suspension occurs, JKA shall inform Client; and JKA shall resume the performance of its obligations hereunder as soon as is reasonably practicable.
16. **Entire Agreement.** The Agreement, including these General Terms and Conditions, constitutes the entire agreement between the parties with respect to its subject matter and supersedes any other agreements, express or implied, between the parties with respect to the subject matter. This Agreement shall not be amended or modified except by a writing signed by duly authorized representatives of the parties.
17. **No Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or any other provision hereof.
18. **Partial Invalidity.** A determination that any provision of the Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found not to be invalid.
19. **Counterparts:** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; however, the Agreement shall be of no force or effect until executed by both parties.
20. **No Consequential or Indirect Damages.** In no event shall [JKA] or any of its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenue or diminution of value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not it was advised of the possibility of such damages, and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.
21. **Fees.** Should J. Kelly Advisors be asked to be a witness in mediation, arbitration, or trials, any costs incurred by the J. Kelly Advisors in relation to this service, including but not limited to legal proceedings, consultations, mileage, parking, travel, and document preparation, shall be borne by the client at an hourly rate of \$200 per hour.
22. **Time off:** The Project Manager and Assistant Project Manager shall be entitled to 12 days' vacation and 5 days incidental/sick time annually. The Project Manager and Assistant Project Manager are required to give acceptable notice to the Town and receive approval.
23. **Financial Statements:** Confidential per FSS-119.071: Any financial statement that an agency requires a prospective

bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. If requested, a confidential hard copy can be hand delivered or reviewed in person.

24. **Insurance:** The client acknowledges and agrees that they are responsible for any insurance deductibles associated with the services provided under this contract. In the event of an insurance claim, the client shall be solely responsible for the payment of all applicable deductibles. The service provider shall not be held liable for any deductible amounts incurred by the client.
25. **Scheduling:** It is assumed that the project manager on site can review and analyze project schedules provided by the GC. The project manager shall provide high level Critical Path Milestone Scheduling (CPM) during programing and further when the structure is defined. This does not include scheduling and claims analysis done by scheduling subject matter experts. If this is required JKA can provide this at an additional cost.
26. **Budgeting:** JKA has provided an allowance for the development of a project budget based on project parameters. The budget will be developed by a third-party cost consultant. Should multiple budgets or revisions be required JKA can provide this at an additional cost.
27. **Accounting:** JKA has not included certified accounting. Should this be required JKA can provide this at an additional cost.
28. **Scope of Work:** We have included the scope of work included herein and on Exhibit A, however should additional scope be required JKA will review with the Town to understand and price this work accordingly.
29. **E-Verify:** Any costs incurred or associated with E-Verify will be a reimbursable cost.
30. Our Proposal is based on mutually agreeable contract terms and conditions including some of the terms outlined above that may conflict with the RFP or undisclosed Town of South Palm Beach terms and conditions.

 Town of South Palm Beach | Signature

 Date:

 Town of South Palm | Printed

 Jessica Browdy for J. Kelly Advisors | Signature

 Date:

Tab E

References & Materials
(Exhibit H)



E. References & Materials (Exhibit H)

EXHIBIT H REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have within the past five (5) years provided similar services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: Indian River State College

Address: 3209 Virginia Avenue | Fort Pierce, FL 34981

Phone No.: (772) 462.7220 Fax: ()

Contact Person Name: Marvin L. Pyles, PHD Title: VP of Administration and Finance & CFO

Description of services: Owners Representation / Project Management

Completed on time: Yes No (explain: _____).

Completed within budget: Yes No (explain: _____).

#2 REFERENCE

Name of Client: BHG Financial

Address: 10234 W State Road 84 | Davie, FL 33324

Phone No.: (866) 588.7910 Fax: ()

Contact Person Name: Eric R. Castro Title: Founder

Description of services: Owners Representation / Project Management

E. References & Materials (Exhibit H) (continued)

Completed on time: Yes No (explain: _____).

Completed within budget: Yes No (explain: _____).

#3 REFERENCE

Name of Client: Pine Crest School

Address: 2700 St. Andrews Boulevard | Boca Raton, FL 33434

Phone No.: (954) 492.4116 Fax: () _____

Contact Person Name: Nancy N. Greene Title: CPA

Description of services: Owners Representation / Project Management

Completed on time: Yes No (explain: _____).

Completed within budget: Yes No (explain: _____).

#4 REFERENCE

Name of Client: Azor Advisory Services

Address: 4611 South University Drive #110 | Davie, FL 33328

Phone No.: (305) 970.0416 Fax: () _____

Contact Person Name: Beth Azor Title: CPA

Description of services: Owners Representation / Project Management

Completed on time: Yes No (explain: _____).

Completed within budget: Yes No (explain: _____).

E. References & Materials (Exhibit H) (continued)

#5 REFERENCE

Name of Client: REVA Development Corporation

Address: 300 SW 1st Avenue #155 | Fort Lauderdale, FL 33301

Phone No.: (954) 829.7788 Fax: ()

Contact Person Name: Don D. Patterson Title: President

Description of services: Owners Representation / Project Management

_____.

Completed on time: Yes No (explain: _____).

Completed within budget: Yes No (explain: _____).

#6 REFERENCE

Name of Client: YWCA of South Florida

Address: 351 NW 5th Street | Miami, FL 33128

Phone No.: (305) 377.9922 x 202 Fax: ()

Contact Person Name: Kerry-Ann Royes, MBA Title: President & CEO

Description of services: Owners Representation / Project Management - All work for

YWCA has been pro-bono by JKA on numerous community centers.

_____.

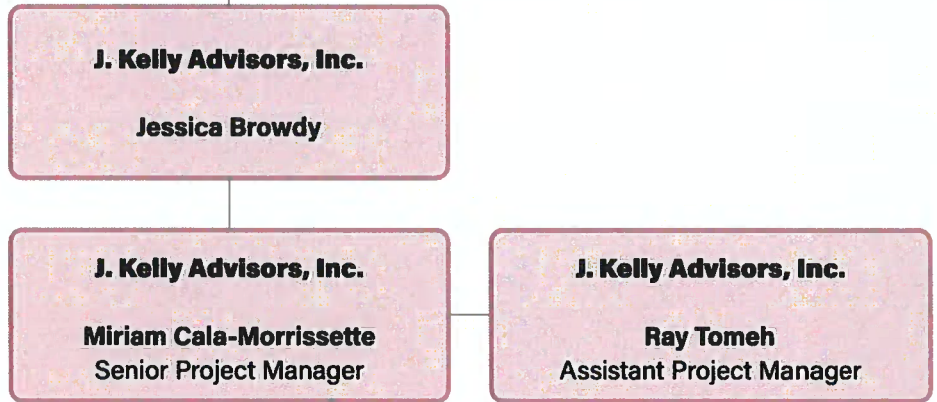
Completed on time: Yes No (explain: _____).

Completed within budget: Yes No (explain: _____).

Organizational Chart



Town of South Palm Beach Project Team



J. Kelly Advisors Inc. Team





Jessica Browdy, LEED AP

FOUNDER & PRESIDENT

EDUCATION

University of Florida - B.A. in Architecture

ACCOLADES

- Bisnow, Power Woman in Real Estate, 2018-2019
- The Commonwealth Institute Top Women Led Business, 2019-2020
- South Florida Business Journal, Tip for Developing Effective Internal Knowledge Management System

CERTIFICATIONS & AFFILIATIONS

- LEED AP
- YWCA Property Committee (Pro-Bono work from JKA on numerous community centers)
- Member Chamber of Commerce of the Palm Beaches
- The Commonwealth Institute, Programming Committee

Jessica founded J. Kelly Advisors in 2015 as a woman-owned small business that specializes in full service solution driven project management for design and construction. Prior to JKA, Jessica built a successful career in the S. Florida commercial real estate industry, initially as an architect, then working for one of the nation's leading General Contractors as a Project Manager and Preconstruction Manager before transitioning into starting her own firm. As VP of Projects, she was instrumental in leading and growing JLL's and Cresa Partners SFL PM/Client Advisory Group, while managing over \$500M of projects for accounts with Royal Caribbean, Carnival Cruise Lines and HBO, to name a few. Jessica graduated Magna Cum Laude from the University of Florida with a BA in Architecture.

Jessica is a subject matter expert in project advisory after being on both the design and construction side of the business. She works to bridge the gap between the owners vision, the architects design strategy, the building function and the delivery of the project. As a holistically neutral advisor she's here to seamlessly connect all the players within industry relationships and set up front expectations while informing from an advisory standpoint to make the clients vision happen in the built environment.

Professional Experience

J. Kelly Advisors, Inc. - Delray Beach, FL | Founder & President

- Project Development and Management Services: Religious Institutions, Commercial Office, Low Income Housing, Higher Education, Private Residence, Healthcare, Community Centers, Roofing, and Hotels
- Strategic Operation Consulting

Jones Lang LaSalle merger with Cresa Partners - Miami, FL | Vice President of Projects

- Client advisement/liaison, space programming, project development, change management regarding cultural and budget changes, Capital Expense Budgeting, contract negotiation (Architect, GC, Vendors, Project Management), assistance in lease negotiations regarding work letters, navigation through building departments, RFPs for architecture, general contractors, and owner vendors, overall design and construction management, budget management, project management of multiple projects ranging from interiors to ground up design and construction.
- Project experience includes:
 - Royal Caribbean Innovation Lab (\$18M GMP), Royal IT Restack (\$5M), Royal Multiple Interior Renovations from \$2.5M-5M, HBO Data Facility, FPL Vault, & Antenna Farm (\$29.9M), Carnival Dance Studio (\$6M), Multiple High End Commercial Interior Renovations from 4,000 SF to 60,000 SF, KLX Project Warehouse & HQ Office 400,000 SF & 75,000 SF (\$50M GMP), Archimedean School (\$15M).

Cresa Partners of South Florida - Miami, FL | Consultant - J. Kelly Advisors Inc.

- Client advisement/liaison, space programming, project development, change management regarding cultural and budget changes, Capital Expense Budgeting, contract negotiation (Architect, GC, Vendors, Project Management), assistance in lease negotiations regarding work letters, navigation through building departments, RFPs for architecture, general contractors, and owner vendors, overall design and construction management, budget management, project management of multiple projects ranging from interiors to ground up design and construction.
- Project experience includes multiple high end renovations and projects as listed above through the merger.



Jessica Browdy, LEED AP

FOUNDER & PRESIDENT

Professional Experience (continued)

Turner Construction Company - Miami, FL | Preconstruction Manager/Lead Estimator

- Managed the preconstruction for the American Express Corporate Center & Parking Garage in excess of \$190M from conceptual design through contract documents. Composed the early release packages for civil, frame, and curtain wall. Vitalizing cost opportunities to keep the budget within the conceptual design estimate by working with the architects on design parameters and material adjustments.
- Successfully provided and implemented \$60M in VE.
- Involved in multiple presentations for new work, which includes budgeting, life cycle analysis, BIM implementation, logistics, and LEED implementation.
- Project Experience includes:
 - Healthcare: Cleveland Clinic Cancer & Neurological Center, 143,000 sf (\$60M GMP), Miami
 - Children's Hospital Bed Tower, 212,000 sf (\$55M GMP), Broward Health CECH 3 & 4 South Tower & 6 North Tower, 40,000 sf (\$20M GMP), Baptist Health South Miami Hospital Pavilion Floors 4 thru 7, 60,000 sf, Broward Health Sports Medicine & Orthopedic Center of Excellence (40,000sf) (\$20+M GMP), Multiple Baptist Hospital Renovation Projects (20+),
 - Commercial, Aviation, & Institutional: Royal Caribbean Production Studios (\$22M GMP), DACRA Retail (\$45M LS bid), Sheltair Pompano Hanger & FBO (\$4.0M LS bid), Doral Police Station Design Build (\$12.0M LS bid), Lord & Taylor Department Store (\$9.0M GMP), Orion Jet Center Hanger & FBO (\$15.0M LS bid), Harris Corporation, Corporate Campus (\$95.0M LS bid), Galaxy Aviation (\$8.0M GMP), FLL Terminal 4 Expansion (\$125M Estimate), Hertz Global Headquarters (\$70M), Greystone Hotel Restoration/Renovation (\$25M)

Projects List

YWCA Community Centers

Esperante Office Tower Lobby and Skywalk Renovation

Modernizing Medicine T-Rex Headquarters

KLX Aviation Supply

Brickell City Centre Foundations

Hertz Global Headquarters

Archimedean Academy

American Express Latin American HQ

HBO Latin America Group Data Center

Royal Caribbean Production Studio

Cleveland Clinic Neurological Cancer Building

Vivex Biologics

Organabio



Miriam Cala-Morrisette, LEED AP

SENIOR PROJECT MANAGER

EDUCATION

University of Cincinnati -
Bachelor of Science,
Construction Management

CERTIFICATIONS & AFFILIATIONS

- OSHA 30 Certified - Since 2022
- Procore Certified: Associate - Since 2016
- LEED (Leadership in Energy and Environmental Design) Accredited Professional - Since 2007
- Recently completed a LEED AP Project Manager Master Class
- Member, Project Management Institute - Since 2019
- Member, U.S. Green Building Council - Since 2006
- Licensed Real Estate Sales Associate- State of Florida - Since 2010
- National Association of Realtors, Green Designation - Since 2010
- National Association of Women in Construction, past Chapter President - Since 1995
- Construction Industry Technician (CIT), Clemson University - Since 1999

Miriam is a dynamic project management professional with 28 years of experience. Miriam successfully completed a \$56-million federal court house in Ft. Pierce, FL. She also managed the entire LEED Certification process on this project. Growing up around her father's successful luxury residential construction company, Miriam knew what she wanted to be at an early age. Over the 28 years Miriam has held many Project Manager roles both in Ohio and Florida. She also has extensive experience in Real Estate and Sustainable Construction. She has managed projects that run the spectrum from multi-million-dollar ground-up facilities to highly complex data centers. She is an open-minded leader who is recognized for creative thinking and effective problem solving. Her superior relationship- building status makes her a favorite with clients, trade partners, and fellow team members.

Professional Experience

J. Kelly Advisors Inc. - Delray Beach, FL | Project Management Consultant

- Currently acting as an Owner's Representative on one project currently and can be transitioned off this project within 30 days notice to focus her efforts full-time on the Town Hall project.

CBRE - Juno Beach, FL | Construction Project Manager

- Worked as an Owner's Representative on various projects for Next Era Energy/FP&L. Managed a diverse portfolio of projects including complex interior renovations and critical system upgrades. Project values ranged from under \$1M to \$20M. As a client representative, I worked closely with the Corporate Real Estate team to modernize their facilities using Corporate Standards which are constantly changing and evolving. Each project was completed at the request of a specific Business Unit; therefore, my customer service skills had to adapt to changing project environments. Project management responsibilities included managing the permit process, bidding and awarding contracts, creating budgets and schedules, and maintaining all project documents using Primavera Unifier software. Additional responsibilities included managing the day-to-day activities of the General Contractor to assure that the project was completed on schedule and within budget. Financial duties included creating estimates, monthly budget forecasting, change order review and invoice approval.

Suffolk Construction Co. Inc. - West Palm Beach, FL | Project Manager

- Project Manager on a \$200M+ Luxury Condominium in West Palm Beach. Responsibilities included overseeing multi-million-dollar trade contracts from pre-construction through final inspection. Managed the permit process through the City of West Palm Beach, developed monthly forecasts, approved Subcontractor pay applications, oversaw the budget and schedule.
- Project Manager on a \$100M+ Senior Living Residence in Boca Raton. Responsibilities included overseeing trade contractors from buyout through closeout. This included negotiating subcontracts, processing change orders, and approving monthly pay applications. In addition, organizing and managing the entire Change Management system, closing out monthly budgets and participating in the forecasting process.
- Assistant Project Manager on an \$11M Performing Arts Building. Managed the permit process through the Town of Palm Beach Gardens, scope development for trade contractor buyout, developing and maintaining the Submittal and RFI Logs, gathering and transmitting closeout documents to the Owner.



Miriam Cala-Morrissette, LEED AP

SENIOR PROJECT MANAGER

Professional Experience (continued)

W.G. Mills Inc. - West Palm Beach, FL | Project Manager

- Implemented and carried out all aspects of the LEED certification process on a \$56M Federal Courthouse in Ft. Pierce, FL

Hallie Inc. - Cleveland, OH | Project Manager

- Successfully completed three (3) town home projects in the City of Cleveland. The project values ranged from \$1 M to \$3 M and consisted of 30 custom units in total. Worked closely with the City of Cleveland officials to obtain building permits, zoning variances and develop Homeowner's Association documents. Marketed the projects as the Real Estate Agent, worked simultaneously with potential homebuyers as well as supervised a construction crew of 20+.

Projects List

2019-2023 - Completed 21 projects for Florida Power and Light including:

- 14 Interior Renovations ranging from \$50K - \$20M
- 4 Generator Replacements ranging from \$1M - \$2M
- 1 Roof Replacement - \$1M
- 1 VAV Replacement - \$500K
- 1 Storm Hardening - \$1M

2018-2019 - \$5M private residence in Delray Beach

2016-2018 - The Bristol - \$200M Ground-up luxury condominium project in West Palm Beach

2015-2016 - Sinai Residences - \$100M Ground-up Senior residence complex in Boca Raton

2014 - The Benjamin School - \$11M Ground-up Theatre building in Palm Beach Gardens

2009-2013 - Real Estate Broker

2008-2009 - Fort Pierce Federal Courthouse - \$56M Ground-up

2007-2008 - Belle Glade High School Addition - \$8M Ground-up

2006-2007 - Rooms to Go Trailer Storage/Warehouse - \$3M Ground-up in Deerfield Beach

2001-2005 - 3 Ground-up Townhome projects - City of Cleveland, Ohio



Raghd "Ray" Tomeh

ASSISTANT PROJECT MANAGER

Ray is an Engineer and will serve as the Assistant Project Manager on the Town Hall project. He obtained his Master's degree and Bachelor's degree in engineering, and Ray is a Certified General Contractor in the state of Florida. Ray brings approximately 7 years of experience in project management in the commercial construction industry. He has managed projects ranging from \$15-million to \$300-million. Throughout his years in construction, he's managed to deliver all projects before schedule end date, minimize costs for clients, and increase efficiency. Ray is always looking to leverage his expertise and learn from all teammates to add value to each project.

EDUCATION

University of Alabama -
Birmingham - Masters in
Advanced Safety Engineering
and Management

American University of Beirut
- Bachelor's in Electronics and
Communication Engineering

CERTIFICATIONS & AFFILIATIONS

- OSHA 30 Certified
- OSHA 10 Certified
- Certified General Contractor
- Florida

Professional Experience

J. Kelly Advisors Inc. - Delray Beach, FL | Project Management Consultant

- Ray will be joining the JKA team in January 2024.

Whiting Turner - Fort Lauderdale, FL | Project Manager

- Managed and coordinated between 13 sub-contractors on all areas of responsibilities.
- Present solutions to material delivery delays and cost savings.
- Minimizing internal change orders by writing solid scope of work and negotiate contracts with subcontractors.

Whiting Turner - Fort Lauderdale, FL | Project Engineer

- Managing & creating RFI's, submittals and change orders.
- Reviewing project drawings, specifications, submittals and change orders.
- Project quality Management and get all subcontractor to involve with it, along with creating safety culture.

Whiting Turner - Fort Lauderdale, FL | Intern

- Shadowed and assist project engineers on the job site, Subcontractor orientation and safety check.
- Taking meeting minutes on daily bases.

Projects List

Life Church - West Palm Beach

Morselife Health System - Auditorium

Morselife Health System - PACE Building

Morselife Health System - Generator

Empathicare Village Parking Garage

Tab F

Litigation and/or
Terminations



F.

Litigation and/or Terminations



RFP Question: Firms shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the firm or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the firm and/or any of its principals. Firms shall also state if the firm has had contracts for the services sought under this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Firms shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

No prior or pending Litigation involving a governmental agency that would affect J. Kelly Advisors, Inc. performance of the services to be rendered within the last five (5) years.





G. Proof of Licenses

CITY OF DELRAY BEACH
BUSINESS TAX RECEIPT
& CONTRACTOR REGISTRATION

164331

RESTRICTION: *HOME OFFICE/NO CLIENTS/NO EMPLOYEES/NO STORAGE*

OWNER/QUALIFIER: J KELLY ADVISORS INC
 BUSINESS NAME: J KELLY ADVISORS, INC
 LOCATION: 2565 WINDHAM CT
 CLASSIFICATION: HOME OCCUPATION

RECEIPT NO 24 00066455
 CONTROL NO 151630
 DATE ISSUED: 7/13/23
 BUSINESS TAX FEE: 190.30
 DELINQUENT FEE: .00
 TRANSFER FEE: .00

TOTAL AMOUNT PAID: 190.30

J KELLY ADVISORS, INC
 2565 WINDHAM CT
 DELRAY BEACH FL 33445

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
 OCTOBER 1 2023 TO SEPTEMBER 30 2024

**BUSINESS TAX RECEIPT MUST BE
 CONSPICUOUSLY DISPLAYED TO
 PUBLIC VIEW AT BUSINESS LOCATION**


Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed. Applicant must apply for Transfer. Address changes need zoning approval.

CITY OF DELRAY BEACH
BUSINESS TAX RECEIPT INFORMATION

DATE ISSUED: 7/13/23

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD
 OCTOBER 1 2023 TO SEPTEMBER 30 2024

- Please conspicuously post this current business tax receipt so that it is able to be viewed by anyone upon entering your place of business.
- This business tax receipt represents proof of payment of your business tax fee for the period October 1 to September 30. Continuous licensure can be an important asset for certain business users; please exercise diligence in maintaining this business tax receipt.
- Once you have obtained a Delray Beach business tax receipt, you will be sent a renewal notice each year 30 to 60 days before expiration to the address indicated on the face of the receipt. Please check all business tax receipt information and if there is an error, report it to us immediately. The City may impose fines and penalties for failure to renew this business tax receipt.
- If you change your business name, ownership or location, you must make a new application for the change and pay a \$16.75 transfer fee. The business tax receipt must




ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 2565 WINDHAM CT
 DELRAY BEACH, FL 33445


TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CONSULTING BUSINESS	J KELLY ADVISORS INC		B23.689516 07/24/2023	\$33.00	B40165077

This document is valid only when received by the Tax Collector's Office.



7-704

J KELLY ADVISORS INC
 J KELLY ADVISORS INC
 2565 WINDHAM CT
 DELRAY BEACH FL 33445-7108

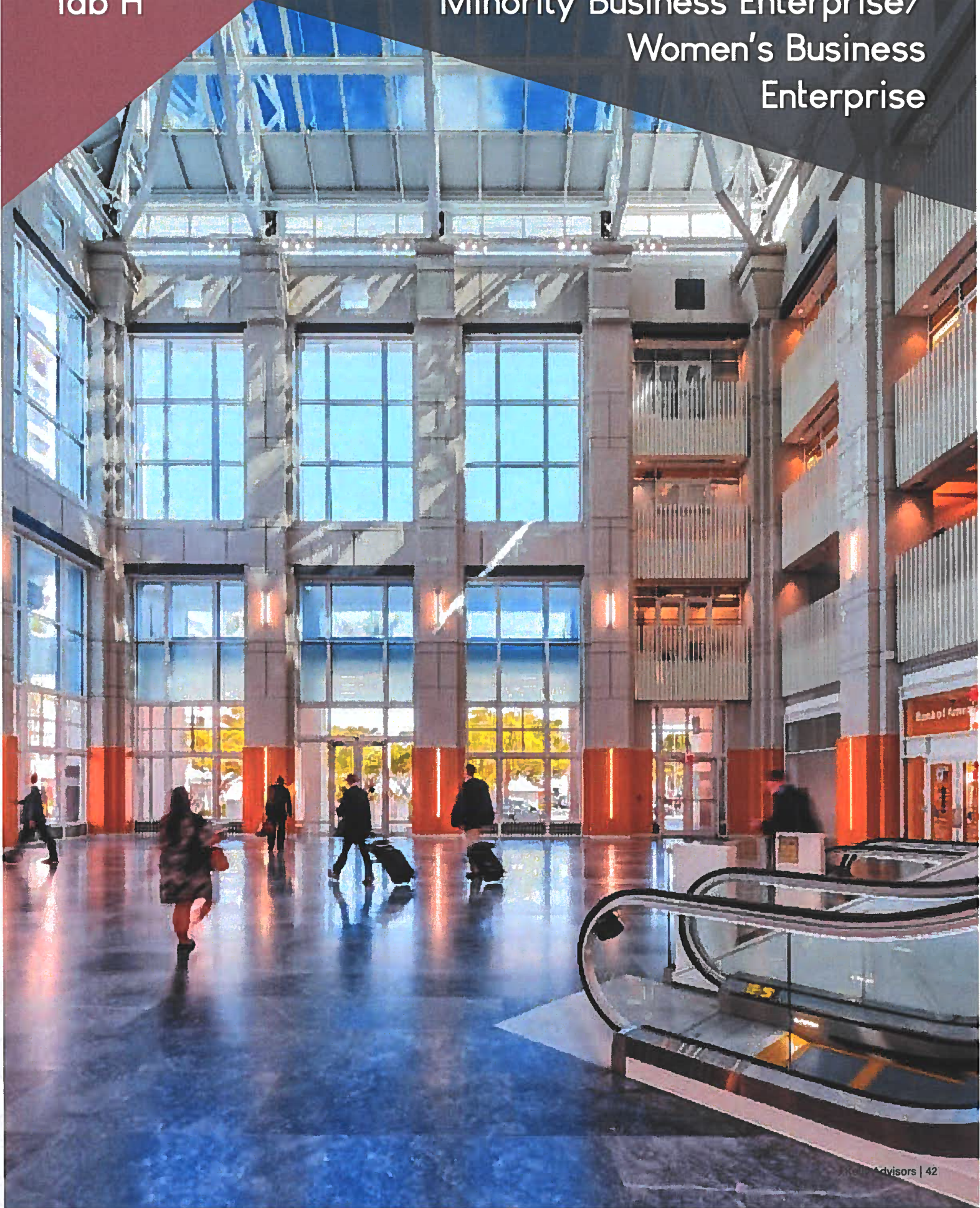


STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020125160
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Tab H

Minority Business Enterprise/ Women's Business Enterprise



H. Minority Business Enterprise/ Women's Business Enterprise

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

J. Kelly Advisors, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 26, 2020

Expiration Date: March 26, 2024

WBENC National Certification Number: WBE2000705

WBENC National WBE Certification was processed and validated by Women's
Business Enterprise Council Florida, a WBENC Regional Partner Organization.

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

NAICS: 531390, 541611
UNSPSC: 80101600, 80130000





EXHIBIT I

ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input checked="" type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input checked="" type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input checked="" type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10



AUTHORIZED SIGNATURE
President

TITLE
Jessica Browdy

PRINT NAME
11/17/23

DATE



EXHIBIT D

CONFLICT OF INTEREST STATEMENT

This Request for Proposals is subject to the conflict of interest provisions of the policies and Code of Ordinances of the Town of South Palm Beach and the Florida Statutes. The firm shall disclose to the Town any possible conflicts of interests. The firm's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has **no** potential conflict of interest for this RFP due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has **no** potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the Town of South Palm Beach, as amended from time to time.

To the best of our knowledge, the undersigned business has **no** potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR QUALIFICATIONS OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

J. Kelly Advisors, Inc.
COMPANY OR INDIVIDUAL NAME


AUTHORIZED SIGNATURE

Jessica Browdy
NAME (PRINT OR TYPE)

President
TITLE, IF A COMPANY

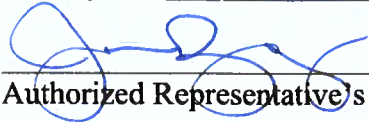
EXHIBIT E

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this statement on behalf of J. Kelly Advisors, Inc.,
I certify that J. Kelly Advisors, Inc. complies fully with the above requirements.



Authorized Representative's Signature

11/17/23

Date

Jessica Browdy

Name:

President

Position:

EXHIBIT F

SCRUTINIZED COMPANIES CERTIFICATION

By execution below, I, JESSICA BROWDY, on behalf of J. KELLY ADVISORS, INC (hereinafter, the "Firm"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

- 1. The Firm has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
- 2. The Firm is not on the Scrutinized Companies that Boycott Israel List nor is the Firm engaged in a boycott of Israel.
- 3. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
- 4. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

- 1. The Firm is not on the Scrutinized Companies with Activities in Sudan List.
- 2. The Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 3. The Firm is not engaged in business operations in Cuba or Syria.
- 5. If awarded a contract, the Firm agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
- 6. If awarded a contract, the Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of the contract, including any and all renewals.

FIRM:

By: [Signature] Date: 11/15/23

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before this 15 day of November, 2023, by Jessica Browdy who is the President of J. Kelly Advisors who is personally known to me or who has produced Florida Drivers License identification.



NADIA CRUZ
Notary Public
State of Florida
Comm# HH338389
Expires 4/13/2026

NOTARY PUBLIC
Printed Name of Notary Nadia Cruz
My Commission expires: 4/13/2026

EXHIBIT G

**STATE OF FLORIDA
E-VERIFY**

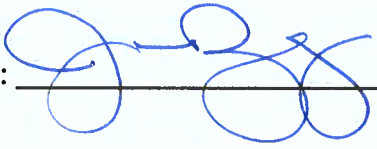
Contract No: _____
Financial Project No(s) (if applicable) _____
Project Description: _____

Vendor/Firm acknowledges and agrees to the following:

Vendor/Firm:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. Shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

Company/Firm: J. Kelly Advisors, Inc.

Authorized Signature:  _____
Title: President Date: 11/17/23

Public Records (Exhibit J)

From page 7 of the RFP states:

10.0 Any material submitted in response to this RFP will become public record and shall be subject to public disclosure consistent with Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a firm contends that part of its proposal is not subject to disclosure, the firm shall identify specifically any information contained in the proposal that the firm considers confidential or otherwise exempt from disclosure under the Public Records Law, and the firm shall cite the specific section of the law creating the exemption for such information. The Town reserves its right to make a determination concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFP. The Town shall have no liability to a firm for the public disclosure of any material submitted to the Town in response to this RFP, and the firm shall defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

"Confidential per FSS-119.071: Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. If requested, a confidential hard copy can be hand delivered and reviewed in person."



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Jessica has been nothing but brilliant on all of the jobs I have hired her to handle for me as a project manager (and I am not easy to please)! I have hired 4 other project managers on various projects in the last 8 years and I am so happy I have finally found Jessica. She can hold the GC's and their subs accountable, value engineer the artist's (oops I mean architect's) plans and relay the information to me in a layman's terms. I can't speak highly enough of her skills, organization and responsiveness, all while serving with a smile. No issue stresses her out! (Which in construction is not an easy feat.) Hire Her! You won't be sorry!

-Beth Azor
Azor Advisory Services

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Thank you for considering J. Kelly Advisors.