

FIRE PROTECTION/LIFE SAFETY PROPOSAL: LIFE SAFETY CONSULTING SERVICES

Fountain Towers ELSS Phase 1
Miami Beach, Florida

PREPARED FOR:

Fountain Towers

ATTENTION:

Emma Trivella

DATED:

October 21, 2024

SLS NO.: 1.7256

I. INTRODUCTION

SLS Consulting, LLC. (SLS) submits this proposal to Fountain Towers, to provide fire protection and life safety consulting services associated with the proposed Fountain Towers ELSS Phase 1 located in Miami Beach, Florida. The intent of SLS's involvement is to assist the project team in developing a code compliance approach for the project, interfacing with the City of Miami Beach Fire Department, providing peer reviews of architectural and engineering drawings prepared by the design professionals of record and supporting the project team with respect to issues associated with fire protection and life safety within the building.

The intent of SLS's involvement is to serve as the project's fire protection and life safety consultant to support Fountain Towers.

II. QUALIFICATIONS & RESUME

A summary of qualifications for Michael Sheehan (Principal of SLS) and references are provided in Attachment I of this proposal.

III. BASE SCOPE OF SERVICES

SLS proposes the following scope of services to Fountain Towers:

A. Engineering Judgement Analysis (ELSS Report)

1. Prepare an Engineered Life Safety System (ELSS) Report: SLS Consulting, LLC. will prepare an ELSS report identifying the existing conditions of the building and the associated fire protection/life safety features and systems contained therein. The ELSS report will also outline-identified deficiencies and recommend associated corrective action in accordance with the requirements of FFPC, Chapter 31. The Engineered Life Safety System Report is not an equivalency to automatic sprinklers and SLS Consulting, LLC. highly recommends the use of automatic sprinklers to enhance the Life Safety Systems within a building. This Engineered Life Safety System has therefore been prepared for consideration by the building owners and the local fire officials as a reasonable alternative to a complete automatic sprinkler system as is allowed by FFPC, NFPA 101, Section 31.3.5.11.3. It is not to be considered as a performance-based alternative to a complete automatic sprinkler system or as an equivalent compliance method for within a dwelling unit. This report will be revised up to one (1) time based on comments from the project team and City officials.
2. Prepare documents as required by the Miami Beach Fire Rescue Engineered Life Safety System Checklist for Review and Approval of Submittals.
 - a. Fire/Life Safety Site Plan: Develop a site plan showing location of the building, fire access lanes, fire department set-up sites, hydrants, fire protection equipment, etc.
 - b. Elevator Lobby Compartmentation Evaluation: Review existing smoke compartments within building, evaluation of how smoke would impact building elevator shafts in the event of a fire, development of resolution that meets Miami Beach minimum requirements.
 - c. Emergency Responder Radio Communication Compliance Survey: Perform an RF Survey NFPA 1221 9.6.7.4 requirements within all common and critical areas of Fountain Towers ELSS Phase 1 to better understand the existing signal strength within the building and whether it meets the minimum signal strength of (-95dBm).
 - i. *Critical Area Coverage – 99% coverage required in Critical areas:*
 - Fire Pump Room
 - Exit Stairs & Exit Passageways
 - Elevator Lobbies
 - Standpipe Cabinets & Sprinkler Sectional Valve Locations
- a. Occupant Load & Egress Analysis: Prepare an occupant load and egress plan that addresses the interior egress stairwells, egress convergence, exiting arrangement, life safety sheets.

- b. Smoke Alarm drawings showing placement within units.
3. Fountain Towers Project Meeting: Attend up to one (1) project meetings with Fountain Towers to review and address miscellaneous project related issues and/or review deliverables prepared by SLS Consulting, LLC.
4. Fire Department Meetings: Attend up to one (1) meeting to receive approval from Fire Department on the engineering life safety system report and discuss any other requirements for code compliance.

B. Life Safety Drawings Scope of Services

1. Preparation of Life Safety Drawings: Prepare the life safety drawings for Fountain Towers ELSS Phase 1 to meet the requirements of the local AHJ as agreed upon with the City of Miami Beach Building and Fire Departments. It has been assumed that AutoCAD files will be provided showing both layouts and that engineering associated with other disciplines (e.g., civil, electrical, structural, mechanical, etc.) will be completed by others. Life safety drawings will be revised up to one (1) time based on the project team's stakeholders and one (1) time(s) based on permit review comments made by the local AHJs.
2. General Consulting: Provide up to four (4) hours of general consulting to review and respond to miscellaneous fire protection and life safety related issues associated with the Demo Project.

C. ERCES Assessment Survey Report & DAQ Compliance with AHJ

1. RF Compliance Survey: SLS Consulting, LLC will perform an RF Survey of the critical & common areas within the building in compliance with City/County testing requirements. This test and associated report will out-line the existing signal strength within the building and whether it meets the minimum signal strength, in addition to a minimum Signal-To-Noise-Plus-Interference Ratio (SNIR) of 20dB and a Bit-Error-Rate (BER) of less than 2%.
2. RF Report: The inbound RF results gathered during the assessment survey will be compiled and SLS will prepare a full report outlining nearest Donor Radio Towers, the areas tested, as well as the percentage of the areas passing and/or failing the requirement for compliance in the building.
3. Submission of Testing Result: SLS Consulting, LLC will submit the RSSI testing reports for the building to the City for review.
4. DAQ Testing: This test gauges the clarity of the communication they receive in addition to verifying the radio result. During this inspection, the City will provide guidance on how they want the design approach and where to place the donor antennas that will communicate with the city towers.

IV. ADDITIONAL SCOPE OF SERVICES

Based on SLS's role on the project, examples of possible additional services potentially required for the project is:

1. Additional site visits, meetings with the project team and/or Building and Fire Departments.

2. Preparation of additional deliverables.
3. All appeals and/or equivalencies consulting if considered a high-rise building.
4. Performance based design evaluations utilizing timed egress and/or fire dynamics simulator (FDS)/computational fluid dynamics (CFD) models.
5. Variance/Equivalencies.
6. Design of fire protection systems (fire pump, sprinkler and fire alarm). If desired, SLS can include this scope of work.

If additional services are required to be provided, a cost and detailed scope of services will be presented to Fountain Towers, for review and approval prior to proceeding.

V. CLIENT RESPONSIBILITIES

For SLS to complete the proposed scope of services, Fountain Towers, will be subject to the following responsibilities:

- 1) Provide electronic access to project drawings and relevant project reports; and
- 2) Coordinate meetings.
- 3) For SLS to complete the proposed scope of services, the condominium will be subject to the following responsibilities:
 - Drawings
 - Fire pump performance test.
 - Wet sprinkler system annual inspection.
 - Fire alarm test and annual inspection report.
 - Fire pump annual test and inspection report.
 - Fire sprinkler annual test and inspection report.
 - Protection of Vertical Openings report.
 - Photometrics of a typical floor and lobby area.
 - Items that may be required later include the following:
 - Generator emergency load test.
 - Contact for the roofing company, if there is an existing warranty.
 - Asbestos report (if required by AHJ).

VI. PROFESSIONAL FEES & EXPENSES

The scope of services outlined in this proposal will be provided to Fountain Towers based on the following breakdown:

BASE SCOPE OF SERVICES (as referenced in Item III above):	\$29,000
Engineering Judgement Analysis (ELSS Report)	\$15,000
Life Safety Drawings Scope of Services	\$8,000
Emergency Responder Radio Coverage	\$6,000
OPTIONAL SCOPE OF SERVICES (as referenced in Item III above):	\$0

TERMS AND CONDITIONS & ACCEPTANCE

Notes:

1. All lump sums are exclusive of reimbursable expenses.
2. Lump sums do not include an allowance for meetings or supervision except where specifically noted in the scope of services.
3. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
4. Payment terms: Invoices will be issued monthly and are due upon receipt. Consultant will invoice the Client based upon Consultant's work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
5. Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant's personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

EXCLUSIONS – LIFE SAFETY:

1. Consultant will not be responsible for coordination of work and payment requisition approvals.
2. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
3. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
4. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
5. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record approve remedial details.
6. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
7. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents, (iii) coordination of drawings, (iv) permitting and/or permit expediting. If Consultant has knowledge of such failures it shall inform the Client.
8. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
9. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
10. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever and shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.
11. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
12. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.

TERMS & CONDITIONS – LIFE SAFETY:

13. In the event that Consultant will be compelled to participate in any dispute resolution proceedings and/or fact witness depositions to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
14. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
15. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in New York, New York unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must

- assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
16. **Limitation of Liability:** The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
 17. **Indemnification:** Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
 18. **Notice of Claims:** For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by certified mail or by hand delivery as follows:
If to the Client: refer to cover page of this document.

If to Consultant:
Chief Executive Officer
SOCOTEC, Inc.
151 West 42nd Street, 24th Floor
New York, New York 10036
 19. **Suspension of Services and Termination:** The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
 20. **Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.**
 21. **The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.**
 22. **Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.**
 23. **This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.**
 24. **This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.**

INFORMED CONSENT OF OWNER

I HAVE READ AND UNDERSTOOD ALL THE TERMS CONTAINED IN THIS PROPOSAL, IN ANY ATTACHMENT HERETO, AND IN THE APPLICABLE GENERAL TERMS AND CONDITIONS. I HAD TIME AND OPPORTUNITY TO CONSULT WITH MY ATTORNEY BEFORE ENTERING INTO THIS AGREEMENT. I FREELY AND WILLINGLY AGREE TO ALL THE TERMS CONTAINED IN THIS PROPOSAL, ANY ATTACHMENT HERETO, AND THE APPLICABLE GENERAL TERMS AND CONDITIONS.

Owner: _____

By: _____

Name:

Title:

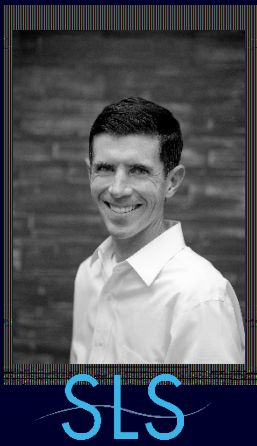
Consultant: SLS Consulting, LLC

By:  _____

Michael Sheehan, P.E.

Principal

SLS No. 1.7256



MICHAEL SHEEHAN

SLS FOUNDER AND PRINCIPAL

PERSONAL PROFILE

Experienced engineer with a demonstrated history of successful life safety consulting across national and international projects ranging in complexity.

CONTACT



260 Palermo Avenue Coral Gables, FL 33134



msheehan@slsfire.com 786-



352-7377



/michaelsheehan

EDUCATION

Worcester Polytechnic Institute, Fire Protection Engineering, *Master of Science*

Worcester Polytechnic Institute, Mechanical Engineering, *Bachelor of Science*

Saint Anselm College, Manchester NH *Bachelor of Arts*

LICENSES


- FPE Florida: 73971
- FPE Tennessee: 121515
- FPE Maryland: 53090
- FPE North Carolina: 047061


WORK EXPERIENCE

- Provide fire protection and life safety consulting services to the A/E/C Community in South Florida.
- Review Architectural and Engineering drawings for compliance with local, state, and national codes and standards as well as accessibility rules and regulations.
- Work with clients and AHJ including the City of Miami Building and Fire Departments to engineer resolutions for fire protection and life safety for complex mixed-use and high-profile projects.

AFFILIATIONS

- National Fire Protection Association (NFPA)
- Society of Fire Protection Engineers (SFPE)

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary 

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS


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

SHEEHAN, MICHAEL PATRICK
260 PALEMO AVE
CORAL GABLES FL 33134

LICENSE NUMBER: PE73971

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



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