



TOWN OF PALM BEACH

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS - SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

NOVEMBER 9, 2021

9:30 AM

Welcome

For information regarding this agenda and the procedures for public participation at Town Council Meetings, please refer to the end of this agenda.

I. CALL TO ORDER AND ROLL CALL

Danielle H. Moore, Mayor
Margaret A. Zeidman, President
Bobbie Lindsay, President Pro Tem
Julie Araskog
Ted Cooney
Lew Crampton

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

V. RECOGNITIONS

- A. Recognition of Town of Palm Beach 2021 Employee of the Year, Tony Chateauvert.

Danielle H. Moore, Mayor

VI. COMMENTS OF MAYOR DANIELLE H. MOORE

VII. COMMENTS OF TOWN COUNCIL MEMBERS

VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk

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October 12, 2021 Town Council Meeting - ***Deferred to the December 14, 2021 Town Council Meeting***

October 13, 2021 Town Council Development Review Meeting

2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of October 27, 2021.

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Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 135-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Duval Ford LLC, for Two Ford Interceptor Vehicles in the Amount of \$102,652 and Establishing a Project Budget of \$107,652, Utilizing the Florida Sheriffs Association Contract #FSA20-VEL28.0.

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Dean Mealy, Purchasing Manager

2. RESOLUTION NO. 136-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Ten-8 Fire Equipment LLC, for a Pierce Freightliner Encore Rescue in the Amount of \$503,049 and Establishing a Project Budget of \$510,691, Utilizing the Florida Sheriffs Association Contract #FSA20-VEL14-02.

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Dean Mealy, Purchasing Manager

3. RESOLUTION NO. 142-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Consolidation of Resolution No. 084-2021 and Resolution No. 113-2021 to Aegion/Insituform Technologies, LLC for Lining of Sewer Pipes from the National Cooperative, BuyBoard in the Amount of \$1,868,864.50 and Establishing a Project Budget of \$2,090,494.

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Dean Mealy, Purchasing Manager

X. COMMITTEE REPORTS

- A.** Report of the Ordinances, Rules and Standards Committee Meeting Held on Tuesday, October 5, 2021 Page 125
Julie Araskog, Chair
- B.** Report of the Public Works Committee Meeting Held on Wednesday, October 6, 2021 Page 136
Bobbie Lindsay, Chair
- C.** Report of the Business and Administrative Committee Meeting Held on Thursday, October 14, 2021 Page 145
Lew Crampton, Chair
1. Proposed Expansion of Existing Placard Parking Program on the 200 and 300 Blocks of Peruvian Avenue
Jay Boodheshwar, Deputy Town Manager

XI. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business

1. COVID-19 Update Page 153
Kirk W. Blouin, Town Manager
- a. COVID-19 Monthly Report
Darrel Donatto, Fire Rescue Chief
- b. Discussion Regarding Board, Commission and Committee Meetings Format and Participation for Upcoming Meetings
Margaret A. Zeidman, Council President
2. Coastal Update Page 154
H. Paul Brazil, P.E., Director of Public Works
- a. Shoreline Condition Update
- b. Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon and Construction of the 2022 Palm Beach Harbor Inlet Maintenance Dredging Project
- c. RESOLUTION NO. 140-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Design, Permitting, and Implementation of the Mid-Town Mitigation Program in an Amount Not-to-Exceed \$204,374, and Establishing an Engineering Services Task Budget of \$225,000.
- d. 2021 Dune Restoration Discussion for Reaches 3, 4, 7, and 9

3. RESOLUTION NO. 129-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design, Permitting and Construction Phase Engineering Services to Chen Moore & Associates in an Amount of \$59,779 for the Root Trail Gate Ocean Access, and Establishing an Engineering Phase Budget of \$68,500.
H. Paul Brazil, P.E., Director of Public Works Page 173
4. North Fire Station Renovation Page 186
- a. Temporary Fire Station Site Plan
H. Paul Brazil, P.E., Director of Public Works
- b. RESOLUTION NO. 133-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFQ No. 2021-32 CMAR Services - North Fire Station Restoration Project to Hedrick Brothers Construction Company Inc., and Awarding a Preconstruction Services Agreement for the Project in an Amount of \$715,633, and Establishing a Project Budget of \$858,759.
Dean Mealy, Purchasing Manager
- c. RESOLUTION NO. 134-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFQ No. 2021-29, North Fire Station Restoration Project for Architectural and Engineering Design and Construction Services to Bridges, Marsh & Associates, Inc. and Award a Contract for Services in the Amount of \$390,000 and Establishing a Project Budget of \$468,000.
Dean Mealy, Purchasing Manager
5. Town-wide Undergrounding Project Page 315
H. Paul Brazil, P.E., Director of Public Works
- a. Review of Project and Dashboard, Summary of Project Status
- b. RESOLUTION NO. 138-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement on the North Side of Kawama Lane at Mid-Block from the Town of Palm Beach to Florida Power and Light (FPL) for Access and Maintenance of FPL Equipment.
- c. RESOLUTION NO. 139-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement on Town Owned Property at 449 North Lake Way from the Town of Palm Beach to Florida Power and Light (FPL) for Access and Maintenance of FPL Equipment.
6. Update on Water Quality Page 337

TIME CERTAIN: 3:00 PM

H. Paul Brazil, P.E., Director of Public Works

7. RESOLUTION NO. 143-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order to Kimley Horn and Associates for Post Study Support Services for the Water Supply Feasibility Study in an Amount of \$100,000. Page 339

H. Paul Brazil, P.E., Director of Public Works

C. New Business

1. RESOLUTION NO. 141-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Formation of an Ad Hoc Advisory Strategic Planning Board, to Develop an Updated Strategic Plan for the Town of Palm Beach. Page 347

Danielle H. Moore, Mayor

XII. ORDINANCES

A. Second Reading

1. Proposed Ordinance to Amend Chapter 66 of the Town Code, Regarding Artificial Turf Page 351

ORDINANCE NO. 23-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 66 Natural Resource Protection, Article I, in General, Section 66-2, Definitions, and Article IV, Vegetation, Division 5, Regulations, by Adding Sections 66-313, Artificial Turf Locations and 66-314, Artificial Turf Standards; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Wayne Bergman, Director of Planning, Zoning & Building

2. Proposed Ordinance to Amend Chapter 66 of the Town Code, Regarding Native and Invasive Vegetation Page 355

TIME CERTAIN: 11:30 AM

ORDINANCE NO. 24-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 66 Natural Resource Protection, at Article I, in General, Section 66-2, Definitions; at Article IV, Vegetation, Division 1, Generally, Section 66-212, Purpose and Intent; at Article IV, Division 3, Plans, Section 66-285; and at Article IV, Vegetation, Division 5, Regulations, Section 66-311; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Wayne Bergman, Director of Planning, Zoning & Building

3. Proposed Ordinance to Amend the FY21 Budget Page 360

ORDINANCE NO. 27-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year Commencing October 1, 2020, and Providing an Effective Date.

Jane Le Clainche, Director of Finance

B. First Reading

1. Emergency Ordinance to Amend Section 42-199 of the Town Code, Regarding Construction Hours Page 366
TIME CERTAIN: 11:00 AM

EMERGENCY ORDINANCE NO. 26-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 42 of the Town Code of Ordinances at Article V. Noise, Section 42-199, Hours For Construction Work at Subsection (b) Limited, to Provide Additional Limitations on Dates and Hours of Construction; Providing for Quiet Work and Limitations to Indoor Activity; and at Subsection (c) Exceptions to Modify Subsection (4); Providing For Severability; Providing For Repeal of Ordinances in Conflict; Providing For Codification; Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

XIII. ANY OTHER MATTERS

XIV. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 3:30 p.m. on the Wednesday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 3:30 p.m. on Wednesday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.

Note 2: The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Technology (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.

Note 3: If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will

need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Note 4: Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.

Note 5: Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.

Note 6: All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

Citizens desiring to address the Town Council should proceed toward the public microphones when the applicable agenda item is being considered to enable the Town Council President to acknowledge you.

PUBLIC HEARINGS: Any citizen is entitled to be heard on an official agenda item under the section entitled "Public Hearings," subject to the three minute limitation.

COMMUNICATIONS FROM CITIZENS: Any citizen is entitled to be heard concerning any matter under the section entitled "Communications from Citizens," subject to the three minute limitation. The public also has the opportunity to speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion.

OTHER AGENDA ITEMS: Any citizen is entitled to be heard on any official agenda item when the Town Council calls for public comments, subject to the three minute limitation.

Town Council Meetings are public business meetings and, as such, the Town Council retains the right to limit discussion on any issue.

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda Minutes

Agenda Title
Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk

October 12, 2021 Town Council Meeting - ***Deferred to the December 14, 2021
Town Council Meeting***
October 13, 2021 Town Council Development Review Meeting

Presenter

ATTACHMENTS:

- ▣ **October 13, 2021, Town Council Development Review Meeting Minutes**



TOWN OF PALM BEACH

Minutes of the Development Review

Town Council Meeting

Held on October 13, 2021

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order October 13, 2021 at 9:32 a.m. On roll call, all elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Churney gave the invocation. Council President Zeidman led the Pledge of Allegiance.

III. COMMENTS OF MAYOR DANIELLE H. MOORE

Mayor Moore thanked everyone who had expressed confidence in her at the meeting on Tuesday.

IV. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Cooney asked that the Town Council to reconsider the decision made on the previous day regarding Outdoor Seating. Town Attorney Randolph advised a motion to reconsider could be made at this point, then later in the meeting that motion could be addressed.

Motion made by Council Member Cooney, and seconded by Council Member Crampton to reconsider the decision made on the previous day regarding outdoor seating. Motion carried unanimously, 5-0.

This item was scheduled to be heard Any Other Matters.

Council Member Araskog asked for reconsideration for direction on the construction issue heard yesterday. She requested a short discussion on the issue and asked that this be heard under Any Other Matters, since she now had much more information. She wanted to discuss whether the issue should be discussed at ORS or again by the Town Council.

Council Member Crampton was in favor of sending this back to ORS.

Mayor Moore wanted to be sure this was properly noticed. Town Attorney Randolph commented everyone had been informed the previous day there would be changes to this ordinance so there was no harm in sending it to ORS before it came back to Town Council, and proper notice would be given for the ORS meeting.

Council Member Araskog commented her other recommendation was to split this ordinance because it was critical to stop people arriving as early as 5 a.m. for work beginning at 8 a.m.

Council President Pro Tem Lindsay commented the people in the north end would be put off, and she wanted it to come back to Council.

Council President Zeidman requested the discussion end and that both for Reconsideration be placed under Any Other Matters.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

There were no communications heard at this time.

VI. APPROVAL OF AGENDA

Director of Planning, Zoning and Building Bergman read the following requested modifications:

Deferral of Item IX. A.1 to the November 10, 2021 meeting

Deferral of Item IX. C. 1.a to the November 10, 2021 meeting

Deferral of Item IX. C. 1.b to the November 10, 2021 meeting

Deferral of Item IX. C. 1.d to the November 10, 2021 meeting

Deferral of Item IX. C. 1.e to the December 15, 2021 meeting

Deferral of Item IX. C. 1.g to the November 10, 2021 meeting

Deferral of Item IX. C. 1.h to the November 10, 2021 meeting

Deferral of Item IX. C. 1.j to the November 10, 2021 meeting

Deferral of Item IX. C. 1.k to the November 10, 2021 meeting

Deferral of Item IX. C. 1.l to the November 10, 2021 meeting

Motion made by Council Member Cooney and seconded by Council Member Crampton to approve the agenda as amended. Motion carried unanimously, 5-0.

VII. PRESENTATIONS

A. Presentation by Donovan Rypkema - Landmarks Report

Aimee Sunny, Director of Education for The Preservation Foundation of Palm Beach, introduced Mr. Rypkema.

Donovan Rypkema, Place Economics, presented the results of a several month study on the value of Landmarked homes and buildings in the Town, which showed property values for Landmarked homes went up, not down.

Council Member Crampton thought the study was well done and looked forward to supporting the process moving forward.

Council Member Araskog thanked Mr. Rypkema and The Preservation Foundation. She thought the study would be used as a tool to educate the community and to demonstrate that Landmarked homes were not diminishing in value, but were going up.

Council President Zeidman thanked Mr. Rypkema and The Preservation Foundation for the study. She added that the Town Council was very supportive of the Landmarks program and had recently increased that budget by 100%. She still had two concerns; one concern was that people would not want to purchase a landmarked home due to the fact that there was a need to raise the home for protection against rising waters, the other concern was how the Town could protect these homes against rising waters.

Michael Small, Chairman of the Architectural Review Commission, stated that the Commission had a hard time approving the many demolition requests that they received, especially for some homes that they believed deserved another consideration to see if the home was worth protection. He added that he would make the information available to the Commissioners.

Richard Rene Silvin, Chairman of the Landmarks Preservation Commission, thanked Mr. Rypkema for his presentation. He also thanked The Preservation Foundation for funding the study. Mr. Silvin inquired how other communities spread this type of information throughout their members. Mr. Rypkema responded.

Council President Pro Tem Lindsay thought it would be wonderful for the Landmarks consultants to have this information for their use.

Mayor Moore thought it would be useful to distribute the information to the real estate brokers in the Town.

Council Member Araskog thought it would also be helpful to distribute the information to the attorneys and architects who worked in the Town.

Ms. Sunny asked to be contacted if anyone had further suggestions.

Council President Zeidman announced Boards and Commissions would meet in person beginning October 20, 2021. She wanted to correct the statement made in the Palm Beach Daily News that incorrectly stated in person meetings would begin in November. She added that the Declaration of Emergency to cover Zoom meetings ended on October 20, 2021.

VIII. DISCUSSION ITEMS

A. Overview of Incremental Code Reform and Review of Possible Zoning Topics

Wayne Bergman, Director of Planning, Zoning and Building, presented a list of critical zoning code changes needed. Mr. Bergman thought a number of items could be reviewed over the next several years, starting with concerns of single family residential neighborhoods on the north end of the Island.

Mayor Moore congratulated Mr. Bergman and his staff for their work and efforts. She also discussed her knowledge of the reason that the Zoning Board of Adjustment and Appeals did not exist.

Council Member Araskog agreed with staff and was in favor of creating a Zoning Board of Adjustment and Appeals. At Council Member Araskog's request, Director Bergman explained non-conforming lot problems, and CCR versus FAR.

Council Member Crampton was in favor of looking at creating a Zoning Board of Appeals. Council Member Crampton also thought that having the budget numbers for all of these changes would help to make a decision moving forward. Mr. Crampton inquired about the type of planner that Mr. Bergman thought the Town should hire to assist with these changes. Director Bergman thought legal assistance could come from someone within the Town Attorney's firm, rather than from the new planner.

Council President Pro Tem Lindsay suggested that some issues could be tied together, such as fill, FAR and FEMA. She also recognized that CCR was an issue.

Council Member Cooney spoke about the rate of construction in the Town and the approvals from 1-2 years ago were now being constructed, which highlighted the most pressing issues to be considered.

Council President Zeidman felt the timing was urgent, and stated she had driven the north end and she thought there were several areas that needed to be addressed. She called for a presentation on CCR and FAR.

Assistant Director of Planning, Zoning and Building James Murphy explained the problems that were created when measuring from a neighbor's grade.

Council President Zeidman expressed her feeling that a Zoning Board of Adjustment could be looked at, but should be kept on hold. She felt the urgent matters were CCR and FAR, incentivizing one story buildings on streets and small lots, side yard setbacks and mass, and how all that tied in with FEMA, lot coverage, lot aggregation, establishing the process to move forward quickly, and how to involve Planning and Zoning Commission.

Mayor Moore inquired what direction the Council needed to give to staff to move forward. Director Bergman responded staff would provide an update on the process going forward.

Council President Pro Tem Lindsay stated she did not believe the Zoning

Board of Appeals was a high priority. She asked if zoning in progress was allowed in this situation. Town Attorney Randolph responded yes, but he felt it was premature.

Zoning Manager Castro stated that he believed it was too early to think about zoning in progress.

Council Member Araskog thought that maximum lot size was another issue to be discussed. She inquired about Town Attorney Randolph's concerns if the Town switched from CCR to FAR, especially relating to Bert J. Harris.

Town Attorney Randolph responded each item needed to be looked at on an individual basis to determine its effect. He added that Bert J. Harris claims must be filed within one year after the property owner received notice of the limitation placed on the property.

Council President Zeidman inquired if staff had enough direction to move forward. Mr. Bergman confirmed that he did.

Mayor Moore requested a tutorial on CCR versus FAR at the beginning of the next meeting, and invited the Planning and Zoning Commission members to attend.

Council President Pro Tem Lindsay thought that ARCOM and LPC Commissioners should attend this tutorial. Council President Zeidman agreed, and recommended making the item time certain.

Council Member Crampton thought the Planning and Zoning Commission should be used to the maximum extent in this effort.

Council Member Araskog thought that the Planning and Zoning Commission could study the requirement of mechanical equipment placed in the setbacks right away. She also thought they could study building height definitions.

Council President Pro Tem Lindsay suggested that the Planning and Zoning Commission look at incentivizing a one-story home. Council President Zeidman suggested they look at this topic in conjunction with staff.

Council President Zeidman called for public comment. There were no comments heard at this time.

Please note: The Town Council took a short break at 11:55 a.m. The meeting resumed at 12:04 p.m.

IX. DEVELOPMENT REVIEWS

A. Appeals

1. ARCOM Appeals of B-063-2020 160 Royal Palm Way

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

Deputy Town Clerk Churney administered the oath at this time and throughout the meeting as necessary.

B. Time Extensions and Waivers

1. Time Extension Update - 1960 S. Ocean Blvd.

Martin Klein, attorney on behalf of Steven Wynn, provided an update on the project at 1960 S. Ocean Blvd. This 6-month update had been requested by the Town Council. Attorney Klein reported the project was on schedule, and barring unforeseen weather events was expected to be completed ahead of schedule. He thanked staff, the neighbors, and Town Council.

2. Time Extension Request - 200 Worth Avenue, Ferragamo

Mr. Bergman provided an overview of the time extension requested through February 2022.

M. Timothy Hanlon, attorney on behalf of Ferragamo USA, Inc., discussed the delays, material and labor shortages that had occurred. He discussed that the current work now to be completed would be all interior work. He stated that work would be completed in stages.

Council President Pro Tem Lindsay inquired if the construction parking would be held on site, which was confirmed.

Council Member Cooney confirmed there would be no sidewalk barriers and construction traffic could be accommodated in the rear parking lot.

Council Member Araskog felt this was warranted. She requested the approval be conditioned upon ingress and egress of construction traffic be through their lot; and that Mr. Bergman would deal with any complaints.

Council President Zeidman called for public comment. There were no public comments at this time.

Motion made by Council Member Araskog, and seconded by Council President Pro Tem Lindsay, that the time extension request for 200 Worth Avenue be granted subject to the following conditions: there will be no work blocking the sidewalk, all construction parking, both ingress and egress, shall be contained on the Ferragamo lot, and Director Bergman shall handle any issues that arise. Motion carried unanimously, 5-0.

3. Time Extension Request -150 Worth Avenue, Esplanade

Mr. Bergman provided an overview of the time extension request.

Yvonne Jones, O’Conner Capital Partners for the Esplanade, discussed the repairs that had occurred on the building. Once the repairs had begun, they noticed structural issues that needed to be addressed. The contractor stated he would be off of Worth Avenue at the end of October; however, interior renovations would still need to be done, as well as roof repairs.

Mayor Moore expressed concern that work was beginning at 7:00 a.m. She made the request that if the extension was approved, that work should not begin until 7:45 a.m.

Council Member Cooney was supportive of the extension request.

Council Member Araskog agreed, and since the working hours on Worth Avenue were 8 a.m. to 8 p.m., she requested no noise until 8 a.m.

Council President Zeidman called for public comment. There were no comments from the public at this time.

Motion made by Council Member Crampton, and seconded by Council President Pro Tem Lindsay, to grant the time extension request for 150 Worth Avenue, Esplanade. Motion carried unanimously, 5-0.

C. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. **Z-20-00289 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** 160 ROYAL PALM WAY
Consideration of the Construction Management Agreement
Staff Recommends Deferral to the November 10, 2021 Meeting
This item was deferred at approval of the agenda to the November 10, 2021 meeting.
- b. **Z-20-00299 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R A Estate Residential
The application of 1015 SOUTH OCEAN LLC (MAURA ZISKA, MANAGER), applicant, relative to property located at **1015 S OCEAN BLVD**, legal description on file, is described below.
1) Section 134 840: Special Exception with Site Plan Review to allow the construction of an 11,031 square foot two story residence on a non-conforming lot that is 97.97 feet in depth in lieu of the 150 foot minimum required In the R A Zoning District.
2) Section 134 843(a)(5): A request for a variance to allow a front setback of 16 feet 7.5 inches in lieu of the 35 foot minimum required in the R A Zoning District.
3) Section 134 843(a)(9): A request for a variance to allow a rear setback of 2 feet 7 inches in lieu of the 15 foot minimum required in the R A Zoning District.
4) Section 134 843(a)(6)b: A request for a variance to allow an Angle of Vision of 133.74 degrees in lieu of the 120 degrees maximum allowed in the R A Zoning District.
5) Section 134 843(a)(7): A request for a variance to have a building height plane setback ranging as close to the front property line as 16.8 feet (one story element) to 29.25 feet (two story element) in lieu of the

minimum 35 foot (one story element) to 47.6 foot (two- story element) minimum required by Code in the R-A Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will cause negative architectural impacts to the subject property. Carried 6-1.] [The Architectural Review Commission denied the project at the May 26, 2021 meeting. Carried 5-2.] Staff Recommends a Deferral to the November 10, 2021 Meeting

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

c. **Z-20-00311 SPECIAL EXCEPTION WITH VARIANCE(S)**

Zoning District: C-TS Town Serving Commercial The application of Bricktop's Palm Beach, applicant, relative to property located at 375 S COUNTY RD, legal description on file, is described below. Section 134 1109 (14): Modification to previously approved Special Exception with Site Plan Review is being requested for Bricktop's restaurant to add 40 outdoor seats for lunch and dinner in the north courtyard adjacent to the existing restaurant. The additional seating will increase the seating from 150 indoor and patio seats to 190 seats. The current approval allows 52 seats of the 150 seats to be outside on the south patio. Section 134 2176: a variance is being requested to provide zero (0) on site parking spaces in lieu of the 13 parking spaces that are required for the additional 40 outdoor seats. [Applicant's Representative: Maura Ziska Esq]

Ex parte communications declared by Council Members Araskog, Cooney, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for Bricktop's, presented the zoning request for the project and explained the request. Ms. Ziska withdrew the variance relating to parking.

Zoning Manager Castro provided staff comments, including the recent lighting added in the courtyard had not been approved and would have to go to ARCOM for approval.

Council Member Crampton asked for confirmation this was not an intensification of use. Ms. Ziska confirmed that it would not be an intensification of use.

Council Member Araskog thought it was disturbing that the applicant added lighting outdoors without approval. She inquired if there had been any complaints in regard to the outdoor seating. Mr. Castro and Ms. Ziska were not aware of complaints. She thought a condition of approval should include an approval of the recent lighting.

Council President Zeidman inquired if the applicant would need to obtain a café permit. Mr. Castro stated that they would need a permit and additional conditions could be placed within the permit,

including the insurance requirement.

Council Member Araskog wondered if the café permit requirement needed to be placed into the motion. Mr. Castro responded.

Mayor Moore confirmed with Mr. Castro anyone in the new café seating program would not be grandfathered in. Mr. Castro responded further regarding this specific situation.

Council President Zeidman called for public comment. There were no comments heard at this time.

Motion made by Council Member Crampton, and Council President Pro Tem Lindsay seconded, that Special Exception Z-20-00311 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and that the applicant will be required to apply annually for a café permit when the COVID authorization expires, and that the courtyard lighting must immediately be approved by ARCOM. Motion carried unanimously, 5-0.

- d. **Z-21-00333 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of 04TST101NIGHTINGALE LLC, applicant, relative to property located at 101 NIGHTINGALE TRL, legal description on file, is described below. Section 134 893(13): The applicant is proposing to construct a 70 square foot one story bathroom addition and two Dutch gables that will be added to the courtyard elevations of the pool cabana and kitchen which will increase the cubic content ratio ("CCR") to 5.24 In lieu of the 5.01 existing CCR and the 3.9 maximum CCR allowed in the R B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred the project to the October 27, 2021 meeting. Carried 7-0.] Staff Recommends a Deferral to the November 10, 2021 Meeting

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

- e. **Z-21-00343 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R- A Estate Residential The application of 130 ALGOMA LLC (LEE FENSTERSTOCK, MANAGER), applicant, relative to property located at 130 ALGOMA RD , legal description on file, is described below. Section 134-229, Section 134-329, and Section 134-843(b): Special Exception with Site Plan Review to allow the construction of a new, two-story 6,448.55 square foot residence while preserving the existing one story nonconforming garage on a lot with an area of 15,708 square feet in lieu of the 20,000 square foot minimum required; a lot depth of 142.33 feet in lieu of the 150 foot minimum required; and a lot width of 111.89 feet in lieu of the

125 foot minimum required; all in the R-A Zoning District. The following variances are being requested: 1) Section 134-843(8): to allow the existing east side yard setback to remain at 8.75 feet in lieu of the 15 foot minimum required to keep the existing nonconforming garage. 2) Section 134-843(7): to allow the building height plane setback to be 46.1 feet in lieu of the 48.33 foot minimum setback required. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred this project to the November 19, 2021 meeting. Carried 7-0.] Staff Recommends a Deferral to the December 15, 2021 Meeting

This item was deferred at approval of the agenda to the December 15, 2021 meeting.

- f. **Z-21-00349 SITE PLAN REVIEW** Zoning District: R-B Low Density Residential The application of STEPHEN LIVADITIS (CONTRACT PURCHASER), applicant, relative to property located at 200 BAHAMA LN, legal description on file, is described below. Section 134-893(b): Site Plan Review to allow the construction of a 5,856 square foot two story, single family residence on a non-conforming platted lot that is 90.17 feet in depth in lieu of the 100 foot minimum required in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission approved the project at the September 29, 2021 meeting. Carried 7-0.]

Ex parte communications declared by Council Members Araskog, Cooney, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, presented the zoning request for the project and explained the request.

Daniel Clavijo, SKA Architect + Planner, presented the architectural plans for the newly proposed home.

Zoning Manager Castro provided staff comments.

Mayor Moore inquired about the gates that were proposed to open onto the park. Ms. Ziska stated that the applicant would like to either purchase the park property or would donate the money to beautify the property.

Council Member Araskog thought this home was quite big for Bahama Lane. She also was not in favor of the proposed gates swinging into Town property.

Council President Zeidman called for public comment. There were no comments heard at this time.

Motion made by Council Member Crampton, and seconded by

Council President Zeidman, that Site Plan Z-21-00349 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and with the condition that the east gate will swing into the property and not onto park property. Motion carried unanimously, 5-0.

Please note: A lunch break was taken at 12:50 p.m. The meeting resumed at 1:37 p.m.

- g. **Z-21-00356 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: C-TS Town Serving Commercial The application of BUCCAN (SAM SLATTERY), relative to property located at 350 S COUNTY RD SUITE: 100, legal description on file, is described below. Section 134-1109 and Section 134 1112: Modification to a previously approved special exception use with site plan approval for the sandwich take out counter business for Buccan Restaurant to request the following: (a) to install two (2) new awnings to match existing awnings; (b) to modify the storefront to include a new door in the existing opening; (c) to modify an interior floor plan of the sandwich shop (no seats are being proposed); (d) to modify the hours of operation to be 7:00 AM to 3:00 PM (previously approved were 11:00 AM 3:00 PM) [Applicant's Representative: Maura Ziska Esq] Staff Recommends Deferral to the November 10, 2021 Meeting

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

- h. **Z-21-00359 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R-A Estate Residential / B-A Beach Area The application of 870 S OCEAN LLC (TODD GLASER, MANAGER), Owner, relative to property located at 870 S OCEAN BLVD, legal description on file, is described below. Section 134-840: Request for a Special Exception with Site Plan Review to allow construction of a 435 square foot beach cabana (20' x 25') with a 250 square foot pool and a new seawall in the R-A/B-A Zoning District. Section 134- 1474(a): Request for a variance to construct a 435 square foot beach cabana that is on a lot with frontage of 101.53 feet in lieu of the 125 feet required for lot width in the B A Zoning District for beach area property adjacent to R-A Zoning District. Section 134- 1701 and 62 37: Request for a variance to construct a new 100.5' seawall three feet east of the existing seawall which is east of the Town of Palm Beach bulkhead

line 6'2" at the south end and 6'0" at the north end, in lieu of the seawall being placed directly on the bulkhead line. The proposed new seawall will align with the recently constructed seawall at 880 South Ocean Boulevard. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will cause negative architectural impacts to the subject property. Carried 6-1.] [The Architectural Review Commission deferred this project to the October 27, 2021 meeting. Carried 7-0.] Staff Recommends a Deferral to the November 10, 2021 Meeting

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

- i. **Z-21-00371 SITE PLAN REVIEW** Zoning District: R-B Low Density Residential The application of MICHAEL S. ARLEIN, TRUSTEE OF THE 267 DUNBAR ROAD TRUST DATED 10/07/20, APPLICANT, relative to property located at 267 DUNBAR RD, legal description on file, is described below. Site Plan Review to allow the construction of a new two story 7,552 square foot single family residence on a non-conforming platted lot which is 98.5 feet in width in lieu of the 100 foot minimum width required in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission approved the project at the September 29, 2021 Meeting. Carried 6-1.]

Ex parte communications declared by Council Members Araskog, Cooney, Crampton, Council President Zeidman, Council President Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, presented the zoning request for the project and explained the request.

Daniel Clavijo, SKA Architect + Planner, presented the architectural plans for the newly proposed home.

Zoning Manager Castro provided staff comments.

Council Member Crampton thought the house was big. Mr. Clavijo displayed a streetscape for massing comparison to other houses on the street.

Council President Lindsay inquired about the width and depth of the lot. Mr. Clavijo responded.

Council President Zeidman called for public comment. There were no comments heard at this time.

Motion was made by Council President Pro Tem Lindsay, and seconded by Council President Zeidman, that Site Plan Z-21-00371 be approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

- j. **Z-21-00374 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of JORDAN AND KRISTIN BENNETT GRAY, APPLICANTS, relative to property located at 224 LA PUERTA WAY, legal description on file, is described below. The applicant Is requesting four variances In order to build a two story addition which includes a 315 square foot one story addition to the garage, a 184 square foot addition for a covered terrace on the first floor, and a 930 square foot second floor addition for two bedrooms, including a 130 square foot covered balcony and two bathrooms. The requested variances are a for an east side yard setback of 11 feet in lieu of the 12.5 foot minimum side yard setback required for the garage addition in the R B Zoning District; an east side yard setback of 11 feet in lieu of the 15 foot minimum side yard setback for a second story addition and covered balcony; an east side yard setback of 9.8 feet in lieu of the 10.5 foot minimum side yard setback required for a bay window on the first floor; and an east side yard setback of 9.8 feet in lieu of the 13 foot minimum side yard setback required for a bay window on the second floor in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred the project to the October 27, 2021 meeting. Carried 7-0.] Staff Recommends a Deferral to the November 10, 2021 Meeting

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

- k. **Z-21-00383 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of MICHAEL T FRIES & MICHELLE R MALONE, Applicants, relative to property located at 146 SEASPRAY AVE, legal description on file, is described below. Request a variance to expand nonconforming 2-story accessory building in the rear of the property by adding a 128 square foot one story cabana/office addition that would result in a 5.6 foot rear yard setback in lieu of the 10 foot minimum required in the R-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation:

Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 4-3.] [The Architectural Review Commission approved the project as presented. Carried 4-3.] Request for Deferral to the November 10, 2021 Meeting Per Maura Ziska, Esq.

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

1. **Z-21-00385 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: R-B Low Density Residential The application of 239 MONTEREY ROAD LLC (Louis Capano, Jr., Manager), Applicant, relative to property located at 223 MONTEREY RD, legal description on file, is described below. The lot is non-conforming in area: 9,000 square feet in lieu of the 10,000 square feet required in the R-B Zoning District; and in width: 90 feet in width in lieu of the 100 foot minimum required in the R-B Zoning District. Request to demolish the existing one story residence, accessory structure, pool, driveway and miscellaneous site walls, piers and fences and construct a new 3,902 square foot single family two-story home on a non-conforming lot (overall size and width) meeting all applicable Town codes. The request includes a driveway, pool/spa, hardscape and landscape, including an emergency generator and civil storm water and grading. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred the project to the October 27, 2021 meeting. Carried 7-0.] Staff Recommends a Deferral to the November 10, 2021 Meeting

This item was deferred at approval of the agenda to the November 10, 2021 meeting.

2. **New Business**

- a. **ZON-21-001 VARIANCE(S) 620 N LAKE WAY** The applicant, Robert Lazarowitz and Cobey Rapaport, have filed an application for the construction of a new one-story residence elevated to 12' NAVD, including variances (1) to exceed by 1.5' the maximum building height for a one story structure, (2) to exceed by 3.5' the maximum overall building height, (3) to exceed the maximum allowable cubic content ratio (CCR), (4) to exceed by 3% the maximum allowable lot coverage for a one-story structure, and (5) to eliminate required landscape screening of parking in the front yard. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project at the September 29, 2021 meeting. Carried 6-1.]

Ex parte communications declared by Council Members Araskog, Cooney, Crampton, Council President Zeidman, Council President

Pro Tem Lindsay and Mayor Moore.

Maura Ziska, attorney for the owner, presented the zoning request for the project and explained the request. Ms. Ziska discussed the hardship relating to the land.

Jacqueline Albarran, SKA Architect + Planner, presented the architectural plans for the new proposed home.

Zoning Manager Castro provided staff comments.

Council President Pro Tem Lindsay asked for clarification on the variances requested. Zoning Manager Castro responded the variance for the 6-foot hedge was being eliminated.

Council Member Cooney was happy to see a one-story house.

Council Member Araskog was also happy with the one-story house.

Council President Zeidman called for public comment. There were no comments heard at this time.

Motion made by Council Member Cooney, and seconded by Council President Zeidman, that Variance(s) ZON-21-001 shall be granted and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously, 5-0.

X. ANY OTHER MATTERS

1. Reconsideration of the Decision on Outdoor Seating

Council Member Cooney discussed the approval made the previous day regarding outdoor seating. He felt after two violations, the permit should not be taken away without a hearing before Town Council.

Zoning Manager Castro stated that anyone could appeal staff's decision to the Town Council. Mr. Castro thought the intent of the decision was to stop the operation until they had the opportunity to appeal to the Council.

Council Member Cooney clarified this was only regarding the temporary COVID outdoor seating.

Mayor Moore asked if the concept would be to shut down or to be notified until they could appear before Council.

Zoning Manager Castro pointed out there would have been ongoing,

previous problems that should be well documented.

Council Member Cooney commented he wanted to add an element of fairness and to allow someone to plead their case.

Zoning Manager Castro commented several restaurants were habitually over capacity outdoors.

Council President Pro Tem Lindsay commented it was not fair to those who did play by the rules. She added the Council's intent was to help the restaurants get through the season.

Mr. Castro stated it indicated in Chapter 134 of the Code that anyone could appeal a decision to Council and further explained the process. Mr. Castro stated that a violation would not be a code enforcement action since this was an emergency order by the Council to allow flexibility during COVID.

Council Member Araskog felt Council had done the right thing, to shut down their outdoor seating after two strikes.

Mayor Moore was comfortable with yesterday's decision.

Council President Zeidman commented there were two restaurants who constantly abused the rules, and it should be fair for everyone. She commented there could be a warning system with two warnings and on the third warning they would have to appeal.

Council Member Cooney felt there was consensus to stick with the decision made yesterday.

Council President Pro Tem Lindsay asked staff to call the two offenders.

Motion made by Council Member Cooney, and seconded by Council President Pro Tem Lindsay, to continue the COVID-19 temporary outdoor seating through Memorial Day 2022, with outdoor furniture to be brought in each evening, and after two capacity violations, the privilege of outdoor seating would be revoked but could be appealed to the Town Council. Motion carried unanimously, 5-0.

2. Reconsideration of the Decision on Construction on Saturdays

Council Member Araskog reported contacting many condo owners and learning no one allowed Saturday construction work or noisy landscape work. She requested to accept the 8 am to 9 am weekdays, off season, quiet work, and in order to protect multifamily dwellings, and a HOA for multifamily dwellings could be allowed to permit emergency work or work necessary to finish, and to allow emergency work on Saturdays.

Council Member Crampton thought much more data should be collected and the Town should get in touch with the condominium owners and boards to see what their requests were in regards to weekend construction hours. He wanted to make sure multifamily homeowners were heard and

considered because the impacts of work were different. He added that Town staff should contact the boards of the condos to determine their views on the issue. He supported the early work hours as well as the ordinance to go into effect in the single family dominated zoning districts.

Council Member Araskog responded that she had recommended an exception for the multifamily dwellings, which was to allow the HOA to control the work between 8 and 9 or work on Saturdays.

Council Member Crampton had no problem getting the data and coming back to Council with data in hand to work out a decision.

Council Member Araskog suggested two ordinances; one with her suggestions and the other with Council Member Crampton's suggestions so it could be decided next month.

Council Member Cooney did not want to send this to ORS. He expressed concern with noisy, exterior Saturday work. Council Member Crampton indicated he was talking about quiet interior work.

Council President Pro Tem Lindsay commented on an area in the center of town with single family homeowners next to condos or co-ops, and the idea was to give relief to homeowners who were tired of disruption of their weekends. Many of the condos did not have parking for workers, so they ended up in a neighborhood. She did not think mid-town could be treated the same as the south.

Council Member Crampton had no problem moving forward with single family dwellings.

Town Attorney Randolph stated Council did not have an ordinance in front of them today and he felt it was not reasonable to ask for amendments to be made to the ordinance at this point in the meeting. He advised to give staff direction as to what they wanted in an ordinance to be presented at the next meeting.

Deputy Town Manager Boodheshwar advised he had been working with the Town Attorney on language for this ordinance. He thought it was possible to carve out a geographical area and to add language that defined multifamily properties. Because time was of the essence, staff could bring an emergency ordinance to pass in November to take effect before season.

Council Member Araskog agreed to move forward with staff preparing an ordinance for next month, only carving out south of Sloan's Curve until a later time.

Council Member Crampton responded.

Council President Zeidman commented the south end was mostly condos. She added in mid-town there were condos next to single family homes. Development and redevelopment for a condo was different than for a single-

family home. She clarified that Council had made a decision there would be no Saturday work in season.

Council Member Crampton pointed out there were situations in the south end and other areas that should be heard.

Motion made by Council Member Araskog that Staff come back to Council with a revised version of the ordinance deferred yesterday, making the geographic exception that south of Sloan's Curve was exempt for now, off-season only.

Additional discussion took place.

Council President Zeidman called for public comments. There were no public comments.

Motion died for lack of a second.

Motion made by Council Member Crampton to ask staff to secure data from the HOA's and condos that exist in town on their current practices with respect to Saturday work during season and not season and bring that to Council. Motion failed for a lack of a second.

Council Member Crampton stated he was willing to compromise to get something going. He was willing to take the exemption of the south end, which had already been offered. However he wanted to hear all of the other condos as well.

Council President Zeidman suggested hearing the data, then having this discussion again and refining it, at the Tuesday November Town Council meeting, and considering an emergency ordinance the next day at Development Review.

Deputy Town Manager Boodheshwar questioned Town Attorney Randolph if an emergency ordinance was presented in draft form for discussion at the Tuesday meeting and tweaks were needed, could those tweaks be made overnight and presented at Development Review. Town Attorney Randolph responded yes, because there were no notice requirements for first reading, even on emergency basis, and he recommended having the basic ordinance prepared and ready for discussion at the Tuesday meeting.

Council President Pro Tem Lindsay felt that the Council should get something on the books now, with the exemption of Sloan's Curve and south. She thought studying the multifamily situation in mid-town, and then adding it to the ordinance later, was acceptable.

Town Attorney Randolph advised if there was consensus for Council President Pro Tem Lindsay's proposal, staff could move forward with her suggestion.

Council Member Crampton agreed.

Mayor Moore asked if it would be possible at next month's Tuesday meeting to reconsider yesterday's ordinance, with the geographical carve out, on an emergency basis.

Council Member Araskog agreed.

Council President Zeidman thanked Council Member Crampton for his compromise.

Deputy Town Manager Boodheshwar asked and received consensus with the clarification of a geographical carve out, south of Sloan's Curve included all buildings, not just multifamily. He advised staff would begin working on the data and hopefully would have it completed by December.

Council President Zeidman called for public comment.

Susan Gary, 229 Onondaga Ave., thanked everyone on Council and staff for their consideration.

XI. ADJOURNMENT

The meeting was adjourned at 2:56 p.m. without benefit of a motion.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Deputy Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of October 27, 2021.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- **Memorandum Dated November 2, 2021 from Wayne Bergman, Director of Planning, Zoning and Building**
- **Minutes of the Architectural Review Commission Meeting of October 27, 2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Minutes of October 27, 2021

Date: November 2, 2021

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of October 27, 2021.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of October 27, 2021.

GENERAL INFORMATION

These minutes are submitted to the Town Council for approval pursuant to Chapter 18-177 of the Town of Palm Beach Code of Ordinances.

Attachment

kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON WEDNESDAY, OCTOBER 27, 2021

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com.

I. CALL TO ORDER

Mr. Small called the meeting to order at 8:59 a.m.

II. ROLL CALL

Michael B. Small, Chairman	PRESENT
John David Corey, Vice Chairman	ABSENT (Excused)
Alexander C. Ives, Member	PRESENT
Maisie Grace, Member	PRESENT
Betsy Shiverick, Member	PRESENT (virtually)
Jeffrey Smith, Member	PRESENT
Thomas Kirchhoff, Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT (virtually)
Dan Floersheimer, Alternate Member	PRESENT
Richard F. Sammons, Alternate Member	PRESENT

Staff Members present were:

Wayne Bergman, Director of Planning, Zoning and Building
James G. Murphy, Assistant Director of Planning, Zoning and Building
Sarah Pardue, Historic Preservation Planner
Jordan Hodges, Planner II
Kelly Churney, Secretary to the Architectural Review Commission
John Randolph, Town Attorney

III. PLEDGE OF ALLEGIANCE

Chairman Small led the Pledge of Allegiance.

IV. **RULES OF ORDER AND PROCEDURE**

Mr. Small acknowledged the Town Council's decision to return to in-person meeting. He discussed the required masks while in the meeting. Mr. Small continued with procedural information and comments regarding the upcoming meeting.

V. **APPROVAL OF THE MINUTES FROM THE SEPTEMBER 29, 2021 MEETING**

Motion made by Mr. Floersheimer and seconded by Ms. Grace to approve the minutes from the September 29, 2021 meeting. Motion carried unanimously.

VI. **APPROVAL OF THE AGENDA**

Mr. Small announced the following changes to the agenda:

Deferral of B-034-2021, 905 N. Ocean Blvd. to the November 19, 2021 meeting

Deferral of B-072-2021, 224 La Puerta Way to the November 19, 2021 meeting

Motion made by Mr. Smith and seconded by Mr. Floersheimer to approve the agenda as amended. Motion carried unanimously, 7-0.

VII. **PROJECT REVIEW**

A. **CONSENT AGENDA OF MINOR PROJECTS**

B. **DEMOLITIONS AND TIME EXTENSIONS**

1. ARC-21-021, 315 CLARKE AVE. The applicant, J.F. Benoist d'Etiveaud, has filed an application requesting Architectural Commission approval for the demolition of an existing two-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Roger Janssen, Dailey Janssen Architect, presented the architectural plans proposed for the demolition of the existing residence.

Cory Meyer, Nievera Williams Design, presented the hardscape and landscape plans proposed for the demolition of the site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy stated that staff did not have any comments at this time.

Ms. Shiverick thought it would be nice to have an outline of the past alterations to the existing home. She inquired if the owner had discussed the option of the Historically Significant Building designation with the owner. Mr. Janssen responded and confirmed it had been discussed. Ms. Shiverick inquired if the coquina would be saved. Mr. Meyer confirmed that they would attempt to save the coquina. Ms. Shiverick stated she was disappointed to see the home demolished as it was a nice home in good condition. She added that she hoped the new home would resemble the historic home due to the existing home's style and elegance on the street.

Mr. Sammons agreed with Ms. Shiverick and was sad to see the home demolished. He noted that the mature landscape would be hard to replicate and added it was sad to see it removed.

Ms. Catlin agreed with Ms. Shiverick and Mr. Sammons. She stated she was heartbroken to see this unique home demolished. She reiterated that once the home was removed, it could not be replaced. She believed that by demolishing these older homes, Palm Beach was losing its uniqueness and charm.

Mr. Kirchhoff agreed with the other commissioners. He believed the home was wonderful on a very large lot. He thought it should be studied in a way to save the home.

Ms. Grace agreed and believed a classical Mediterranean style home would be a good design style for the future home.

Mr. Floersheimer was in agreement with the other Commissioners.

Mr. Small wished the Commission had the ability to pause and study these types of homes prior to being demolished. He felt the home was architecturally significant.

Ms. Shiverick noted that the Town had agreed to increase the number of homes to be studied and landmarked in the future. She believed this was a good path forward.

Motion made by Mr. Floersheimer and seconded by Mr. Smith that the proposed demolition of 315 Clarke Avenue has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented. Motion carried 6-1, with Ms. Grace opposed. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

2. ARC-21-060 143 REEF RD. The applicant, John K. Criddle, has filed an application requesting Architectural Commission approval for the demolition of an existing one-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Roger Janssen, Dailey Janssen Architect, presented the architectural plans proposed for the demolition of the existing residence.

Dustin Mizell, Environmental Design Group, presented the hardscape and landscape plans proposed for the demolition of the site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy addressed a question posed by Mr. Ives on the staff memorandum.

Ms. Shiverick inquired as to why the demolition report was not included in the mini-sets. Mr. Murphy confirmed the applicant submitted the report but stated that he was unsure of the reason it did not make it into the mini-sets. Ms. Shiverick stated she found the history of the home helpful and requested that they be included in the future.

Motion made by Mr. Kirchhoff and seconded by Mr. Smith that the proposed demolition of 143 Reef Road has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented. Motion carried unanimously, 7-0. The application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

3. ARC-21-066 206 CARIBBEAN RD. The applicant, 206 Caribbean LLC, has filed an application requesting Architectural Commission approval for the demolition of an existing one-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Roger Janssen, Dailey Janssen Architect, presented the architectural plans proposed for the demolition of the existing residence.

Dustin Mizell, Environmental Design Group, presented the hardscape and landscape plans proposed for the demolition of the site.

Ms. Grace asked for confirmation in response to a neighbor's concern that the only existing landscaping to be removed were the foundation plantings, while all other materials would remain. Mr. Mizell provided confirmation. She also stated that the neighbor did not feel that an eight-foot Clusia hedge would be sufficient. Mr. Mizell confirmed the Clusia hedge was for screening only and a new landscape plan would be brought back in the future.

Mr. Floersheimer stated that the demolition report was not included in the mini-sets. He thanked the professional for the proposed trucks logistics route.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. There were no staff comments heard at this time.

Motion made by Mr. Floersheimer and seconded by Mr. Kirchhoff that the proposed demolition of 206 Caribbean Road has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented. Motion carried unanimously, 7-0. The application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

C. MAJOR PROJECTS – OLD BUSINESS

1. B-019-2021 Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 101 Nightingale Trail

Applicant: 04TST101 Nightingale LLC (Brian Libman, Manager)

Professional: Brooks & Falotico Associates, LLP

Project Description: Exterior alterations and interior renovations to two-story single family residence; revised fenestration on all elevations; reframe portions of existing roof to accommodate new fenestration height and replace existing roof tiles; renovate entry portico, frame for second floor roof deck, and face

with coquina; new Dutch gables at courtyard elevations; renovate pool terrace and incorporate new retaining walls; remove existing driveway and install new hardscape and landscape.

ZONING INFORMATION: Section 134-893(13): The applicant is proposing to construct a 70 square foot one story bathroom addition and two Dutch gables that will be added to the courtyard elevations of the pool cabana and kitchen which will increase the cubic content ratio ("CCR") to 5.24 in lieu of the 5.01 existing CCR and the 3.9 maximum CCR allowed in the R-B Zoning District.

A motion carried at the March meeting to defer the project to the April 28, 2021 meeting to address the comments of the Commissioners, which included the identity and character of the home, the front entry, the fenestration, the shutters, the balconies and glass railings. A motion carried at the April meeting to defer the project for one month, to the May 26, 2021 meeting, to restudy the gables, fenestration and in accordance with the comments of the Commission. A motion carried at the May meeting to defer the project to the June 23, 2021 meeting at the request of the professionals. A motion carried at the June meeting to defer the project to the July 28, 2021 meeting at the request of the professionals. A motion carried at the July meeting to defer the project to the August 25, 2021 meeting at the request of the professionals. At the August 25, 2021 meeting, a motion carried to defer the project to the September 29, 2021 meeting. A motion carried at the September meeting to defer the project to the October 27, 2021 meeting.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Willette agreed to the easement.

Chuck Willette, Brooks & Falotico Associates, LLP, presented the architectural plans proposed for the modifications to the existing home.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Ives inquired about the fenestration proposed for the first floor, west elevation. Mr. Willette responded. Mr. Ives stated that he understood the intent of the design and the adaption of an existing structure. However, he questioned the design of the gables and wondered if they worked for the home. He also thought the existing home had some character and wondered if the proposed design was forcing the character into a different direction.

Mr. Floersheimer inquired about the expansion of the accessory structure. Mr. Willette responded and stated the expansion was to accommodate the Bermudian detail. Mr. Floersheimer liked the fenestration over the garage. However, he questioned the style of the windows and wondered if the windows clashed with the style of the home.

Ms. Grace thought the renovation was more attractive than the existing home. She believed the changes were moving in the right direction. She liked the front of the home. She inquired if there were any lanterns proposed. Mr. Willette responded and pointed out the proposed lanterns. Ms. Grace thought the fenestration needed to be reduced in size. She recommended reducing the gables and windows on the east elevation to allow for more stucco.

Mr. Kirchhoff stated he agreed with Ms. Grace's comments. He applauded the professional for remodeling rather than demolishing the home. He suggested lowering all of the doors on the east side, as well as provided suggestions for the details of the porch. He also recommended using double hung windows rather than casements. Mr. Kirchhoff thought the gables on the pool deck had shallow pitches and thought those should be studied.

Ms. Shiverick thought the changes were going in the right direction, but thought the style should be more of a beachy, Bermudian home. She thought the fenestration, particularly the east elevation, were too modern and should be changed. She recommended adding beachy touches, particularly with the gates, railings and garage door. She recommended using cypress rather than aluminum for these items. Ms. Shiverick was in favor of the front door design. However, she questioned the silver-gray color proposed and did not believe it was in concert with the other floral colors proposed.

Mr. Smith thought the changes had made progress since the last presentation. He was in favor of the loggia on the ocean façade. However, he questioned the fenestration on the two flanking wings. He added his biggest concern were the shallow gables in the pool courtyard.

Ms. Catlin liked the home overall. She agreed with Ms. Shiverick's suggestion for cypress and thought the material would enhance the home. She was in favor of the front door and believed some refinement on the fenestration was warranted. She questioned the gables and wondered if the previously proposed gables were better. She recommended a restudy of the gables.

Mr. Sammons thought the project should be restudied, particularly the proportions of mass to openings. He thought the scale of the fenestration needed to be reworked.

Mr. Floersheimer did not believe the east side was successful.

Mr. Small requested Ms. Pardue to review the list of items that were requested by the Commissioners as clarification for the professional.

Motion made by Ms. Grace and seconded by Mr. Ives to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried unanimously, 7-0.

2. B-034-2021 Additions/Modifications

Address: 905 N. Ocean Blvd.

Applicant: 905 N. Ocean LLC (Maura Ziska)

Professional: LaBerge and Menard

Project Description: Guest house addition and new landscape/hardscape.

A motion carried at the April meeting to defer the project to the May 26, 2021 meeting for restudy, particularly how the home fits onto the lot. A motion carried at the May meeting to defer the project to the June 23, 2021 meeting at the request of the professional. A motion carried at the June meeting to defer the project to the July 28, 2021 meeting at the request of the professional. A motion carried at the July meeting to defer the project to the August 25, 2021 meeting at the request of the professionals. A motion carried at the August 25, 2021 meeting to defer the project to the October 27, 2021 meeting.

Please note: This project was deferred to the November 19, 2021 meeting at the Approval of the Agenda, Item VI.

3. B-072-2021 Additions/Modifications

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO
VARIANCE(S)*

Address: 224 La Puerta Way

Applicant: Mr. & Mrs. Gray

Professional: David J. Gengler/Gengler Architects, Inc.

Project Description: A major renovation of an existing single-story single family home which includes a two-story addition on the front of the home, a second floor addition over a portion of the existing first floor, and a two-story loggia addition on the rear of the home.

ZONING INFORMATION: The applicant is requesting four variances in order to build a two-story addition which includes a 315 square foot one-story addition to the garage, a 184 square foot addition for a covered terrace on the first floor, and a 930 square foot second floor addition for two bedrooms, including a 130 square foot covered balcony, and two bathrooms. The requested variances are as follows: Section 134-893(b)(7)a: Request for an east side yard setback of 11 feet in lieu of the 12.5 foot minimum side yard setback required for the garage addition in the R-B Zoning District. Section 134-893(b)(7)a: Request for an east side yard setback of 11 feet in lieu of the 15 foot minimum side yard setback for a second story addition and covered balcony in the R-8 Zoning District. Section 134-895(1): Request for an east side yard setback of

9.8 feet in lieu of the 10.5 foot minimum side yard setback required for a bay window on the first floor in the R-B Zoning District. Section 134-895(1): Request for an east side yard setback of 9.8 feet in lieu of the 13 foot minimum side yard setback required for a bay window on the second floor in the R-B Zoning District.

At the August 25, 2021 meeting a motion carried to defer the project to the September 29, 2021 meeting with a clear direction for a restudy of the entire project. A motion carried at the September meeting to defer the project to the October 27, 2021 meeting.

Please note: This project was deferred to the November 19, 2021 meeting at the Approval of the Agenda, Item VI.

4. ARC-21-005 New Construction

Address: 210 Palmo Way

Applicant: Bruce Percelay

Professional: Roger Janssen / Dailey Janssen

Project Description: Construction of a new 2 story residence. New landscape, hardscape and pool.

At the August 25, 2021 meeting, a motion carried to defer the project to the September 29, 2021 meeting. A motion carried at the September meeting to approve the project with the following conditions: to flatten the front entrance on the first floor, to adjust the rafters under the columns on the second floor, remove the side lights on the front door and to defer the landscape and hardscape plans to the October 27, 2021 meeting for a restudy. This project was approved also with a condition related to the utility easement.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. West agreed to the easement.

Steve West, Parker Yannette Design Group, presented the landscape and hardscape plans proposed for the new residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Pardue stated that staff had no comments at this time.

Mr. Floersheimer thanked the professional for making the changes and stated he was in favor of the landscape plan proposed.

Ms. Grace inquired about the gap on the east elevation toward the rear of the property. Mr. West responded and explained the design of the palm trees proposed around the pool. Ms. Grace inquired about the height of the proposed Pigeon Plum trees. Mr. West responded.

Ms. Catlin was in favor of the changes and thought the plan was well done.

Mr. Kirchhoff was in favor of the changes. Mr. Small agreed.

Motion made by Mr. Floersheimer and seconded by Mr. Kirchhoff to approve the project as presented. Motion carried unanimously, 7-0. The application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

5. ARC-21-016, 1214 N. OCEAN BLVD. The applicant, Mr. & Mrs. John Scully, has filed an application requesting Architectural Commission review and approval for the construction of a second floor terrace enclosure visible from the r-o-w to an existing two-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Perry agreed to the easement.

Michael Perry, MP Design & Architecture, Inc., presented the architectural plans for the modifications proposed to the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Pardue stated that staff had no comments at this time.

Ms. Grace thought the changes made were in response to the comments by the Commission so she stated she was prepared to make a motion to approve the project.

Mr. Sammons thought the large doors were too large and were in conflict with the other sliding doors. He also questioned the new window and why did not match the existing window. Mr. Sammons also questioned the sizes of the three-slider doors. Mr. Perry responded and explained the design.

Mr. Floersheimer asked for confirmation that no variances were requested. Mr. Perry provided confirmation.

Ms. Catlin thought the changes were nice and thanked the professional for making the changes.

Motion made by Ms. Grace and seconded by Mr. Kirchhoff that the proposed project at 1214 N. Ocean Blvd. has met the criteria for approval listed in Sec. 18-205 of the Town's code of ordinances, and to approve the project as presented. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

6. ARC-21-022 New Construction

Address: 870 S. Ocean Blvd.

Applicant: 870 S. Ocean, LLC (Todd Glaser, Manager)

Professional: MP Design & Architecture

Project Description: Section 134-840: Request for a special exception with site plan review to allow construction of a 210 square foot beach pergola and 83 square foot cabana bathroom/storage in the R-A/B-A Zoning District. Section 134-1474(a): Request for a variance to construct a 210 square foot beach pergola and 83 square foot cabana bathroom/storage that is on a lot with frontage of 101.53 feet in lieu of the 125 feet required for lot width in the B-A Zoning District for beach area property adjacent to R-A Zoning District. As part of the proposed project, this proposal meets the Town of Palm Beach ocean vista requirements.

At the August 25, 2021 meeting, a motion carried to defer the project to the September 29, 2021 meeting. A motion carried at the September meeting to defer the project to the October 27, 2021 meeting for a restudy in accordance with the comments from the Commissioners and with a request that the images of the main house are included in the mini-sets.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, explained the variance requested for the project and advocated for a positive recommendation to the Town Council.

Michael Perry, MP Design & Architecture, Inc., presented the architectural plans proposed for the new beach cabana.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Pardue stated that staff had no comments at this time.

Ms. Grace stated she preferred the alternate cabana proposed on the north and west elevations. She preferred the original south elevation that showed a single door and outdoor shower. Ms. Grace inquired about the proposed lanterns. Mr. Perry responded. Ms. Grace stated that she was not in favor of the lanterns.

Mr. Floersheimer inquired about the height of the proposed cabana. Mr. Perry responded. Mr. Floersheimer inquired if there would be fill brought in to raise the property. Mr. Perry explained the proposed site preparation and added that steps would be added. Mr. Floersheimer inquired about the location of the proposed steps. Mr. Perry showed the location of the proposed steps.

Ms. Shiverick inquired about the decoration on the north elevation of the cabana. Mr. Perry stated that he passed around the alternate cabana design that addressed this issue; however, since Ms. Shiverick was virtual she could not see the proposed changes. Ms. Shiverick stated that if the Commissioners thought the changes were acceptable, she would support the changes.

Ms. Catlin thought the changes were acceptable.

Motion made by Mr. Floersheimer and seconded by Mr. Kirchhoff that implementation of the proposed variance will not cause negative architectural impact to the subject property. Motion carried unanimously, 7-0.

A second motion made by Mr. Floersheimer and seconded by Mr. Kirchhoff that the proposed project at 870 S. Ocean Blvd. has met the criteria for approval listed in Sec. 18-205 of the Town's code of ordinances, and to approve the project as presented with the alternate cabana design proposed. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Please note: A short break was taken at 10:43 a.m. The meeting resumed at 10:57 p.m.

7. ARC-21-017 Demolition/New Construction
*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL
EXCEPTION AND SITE PLAN REVIEW*
Address: 223 Monterey Road

Applicant: 239 Monterey Road, LLC (Louis Capano, Jr., Manager)

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: The lot is non-conforming in area: 9,000 square feet in lieu of the 10,000 square feet required in the R-B Zoning District; and in width: 90 feet in width in lieu of the 100 foot minimum required in the R-B Zoning District. 1. Request to demo the existing one-story residence, accessory structure, pool, driveway and miscellaneous site walls, piers and fences. 2. Request to construct a new single-family residence on a non-conforming lot (overall size and width) meeting all applicable Town codes. 3. Request to construct a new two-story single family residence consisting of 3,902 gross square feet on a non-conforming lot, driveway, pool/spa, hardscape and landscape, including an emergency generator and civil, storm water and grading

At the August 25, 2021 meeting, a motion carried to defer the project to the September 9, 2021 meeting. A motion carried at the September meeting to defer the project to the October 27, 2021 meeting for a restudy of the front door, the three windows next to the front door as well as the overall height of the home.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Roger Janssen, Dailey Janssen Architects, presented the architectural modifications proposed for the new residence.

Mr. Small called for public comments.

Peter Broberg, 220 Monterey Road, stated that the proposed home was surrounded by three Fatio homes, two of which are landmarked. He expressed his concerns for the proposed home, which were related to the height, mass, and lot coverage.

Steven Wolf, 225 Monterey Road, agreed with all of Mr. Broberg's concerns. He also discussed a concern for the proposed design of a site wall next to his property.

Mr. Small called for staff comment. Ms. Pardue stated that staff had no comments at this time.

Ms. Grace liked the changes to the two single windows. She still believed the house was too tall and wondered if the height could be reduced.

Mr. Sammons thought the proposed home would never fit into the neighborhood because the older homes had a lower floor-to-floor height than

the proposed. Mr. Sammons recommended lowering the clapboard to run down below the joists and to line up with the new pediment. He recommended lowering the head height of the windows, below 8 feet. He also thought the 12 foot floor to floor height was too tall, particularly on the second floor. Mr. Janssen responded.

Mr. Floersheimer agreed with Mr. Sammons' comments on the scale of the home. He thought there was room to reduce the height of the home and to be aware of the neighbors' concerns.

Ms. Shiverick agreed with Mr. Sammons and heard the neighbors' concerns. She thought the home could be reduced in height to address the neighbors' comments. She also acknowledged a comment made by Mr. Floersheimer regarding the CCR relating to the size of the home.

Ms. Catlin thought the style of the home was appropriate for the neighborhood. She thought if the home could be reduced, and she respectfully asked the professional to study this aspect.

Ms. Grace stated that the Commission had asked the professional to address the overall height in the previous meeting.

Mr. Kirchhoff agreed with Mr. Sammons that the siding should come down to the floor joists. He also believed the windows and doors were out of scale for the home. He also had an issue with the front door design.

Mr. Floersheimer thought the home lost a bit of the charm during the changes.

Mr. Smith agreed that the windows and doors were out of scale for the home. He also believed a six-inch reduction in height would be a nice concession and more pleasing to the neighbors. Mr. Smith inquired about the renderings. Mr. Murphy responded.

Mr. Janssen asked for clarification on the amount of reduction in height the Commissioners requested for the home as well as the reduction in height for the doors and windows. Mr. Smith responded. Mr. Janssen also asked for clarification on the front door surround and which option the Commission preferred.

Ms. Ziska requested a motion to approve with conditions based on the comments from the Commissioners.

Mr. Randolph recommended taking a poll on the comments from the Commissioners.

A short discussion ensued about how much room could be removed from the height of the home.

Motion made by Ms. Grace and seconded by Mr. Kirchhoff to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried 6-1, with Mr. Ives opposed.

D. **MAJOR PROJECTS – NEW BUSINESS**

1. ARC-21-030 1260 NORTH LAKE WAY The applicant, Carlos Esteban (Project Manager), has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence designed in the Art Deco Style of nearly 10,000 SF in size, to replace an existing two-story residence to be demolished.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Portuondo agreed to the easement.

Rafael Portuondo, Portuondo Perotti Architects, discussed the proposed demolition of the existing residence.

Mr. Small asked for confirmation that the existing home was not on any list for the home to be landmarked. Mr. Portuondo provided confirmation that the home was not on any such list.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the demolition of the existing site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Pardue stated that staff did not have any comments on the demolition.

Mr. Sammons stated that he did not have any issues with the demolition application when the Commission could see the proposed replacement home. He added that he wished all demolition applications were submitted as such.

Motion made by Mr. Kirchhoff and seconded by Mr. Ives that the proposed demolition of 1260 N Lake Way has met the conditions listed in Sec. 18-206 of the Town's code of ordinances, and to approve the demolition as presented. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of

a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Mr. Portuondo presented the architectural plans proposed for the new residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the new residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Pardue stated that staff did not have any comments.

Mr. Sammons complimented the L design in the front façade and the column screen in front of the garage. He thought it was a good example of a Mediterranean home. He thought the scale was appropriate and thanked the owners for allowing the architect to design the home in the correct size. He suggested reducing the front door opening a bit in height and width. He made a suggestion to change the center window on the rear façade. He also suggested changing the columns a bit by adding more detail.

Ms. Grace was excited to see the Art Deco home proposed. She stated she wished it had more Art Deco elements. She preferred a lighter window to the bronze proposed. Mr. Portuondo stated that more Art Deco details could be added through the gardens.

Mr. Ives agreed with Mr. Sammons comments and praised the project. He also believed the landscaping design was incredible. He was also happy to see a home with individualist character and identity.

Mr. Smith thought it was a very nice project. He asked for clarification on the gate and front door. Mr. Portuondo responded.

Ms. Catlin liked the design. She thought there was a bit of height in the first floor, especially looking at the scale figures in the drawings. She expressed concern that the home would loom over the lake trail. She recommended moving it forward a bit on the lot.

Ms. Shiverick agreed with the other Commissioners and thought this was a great home.

Mr. Kirchhoff agreed with the other Commissioners. He complimented the professional on the package and thought it was very easy to read. He commented that the windows and glass on the home was appropriate.

Mr. Small agreed with many of the Commissioners. He thought the design exuded beauty and uniqueness. He agreed the front entry could be slightly reduced.

Motion made by Ms. Grace and seconded by Mr. Smith that the proposed project at 1260 N. Lake Way has met the criteria for approval listed in Sec. 18-205 of the Town's code of ordinances, and to approve the project as presented with the conditions that the front entrance is slightly reduced and with the original roof tile material as proposed. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Please note: Ms. Grace left the meeting at 12:17 p.m.

2. ARC-21-032 346 SEABREEZE AVE. The applicant, Richard and Margot Stephenson, has filed an application requesting Architectural Commission review and approval for the installation of a new driveway, pool and other site modifications including raising the rear and side yards, on a site containing an existing two-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Mizell agreed to the easement.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the existing site.

Mr. Small called for public comments.

Anne Pepper, 333 Seaspray Avenue, asked the Commission to address the proposal to raise the lot and questioned how the water run off would be addressed. She discussed the water issues that some of the lower homes have experienced with heavy rain and runoff.

Mr. Mizell stated that the Town was requiring them to bring the site up to the current Code and discussed the plan to address water runoff and retention.

Mr. Small called for staff comment. Ms. Pardue stated that staff did not have any comments.

Mr. Floersheimer inquired about a section detail that showed the property from east to west. He also wondered how raising the lot by over two feet would affect the home architecturally. He stated he would like to see what the home would look like with the lot raised two feet.

Mr. Mizell showed the cross section of the lot. Mr. Mizell also explained how the existing home sits very high, comparatively, to the existing lot. He believed the home would look more appropriate with the site raised.

Mr. Sammons thought that the runoff could be contained. He did not believe the front of the home would be affected.

Mr. Kirchhoff thought that raising the grade in the rear of the home was the correct thing to do. He thought it was a good project. He questioned the egress of automobiles into the street. Mr. Mizell responded.

Motion made by Mr. Kirchhoff and seconded by Mr. Smith that the proposed project at 346 Seabreeze Avenue has met the criteria for approval listed in Sec. 18-205 of the Town's code of ordinances, and to approve the project as presented. Motion carried unanimously, 6-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Please note: A lunch break was taken at 12:31 p.m. The meeting resumed at 1:20 p.m. Upon roll call, Ms. Catlin, Grace and Mr. Corey were found to be absent.

3. ARC-21-033 240 EL DORADO LN. The applicant, Charlotte Ross, has filed an application requesting Architectural Commission review and approval for the reconfiguration of a new driveway, addition of new pergola structure, and other site modifications including landscape and hardscape improvements site wide, on a site containing an existing two-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Mizell agreed to the easement.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the existing site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Motion made by Mr. Floersheimer and seconded by Mr. Smith that the proposed project at 240 El Dorado Lane has met the criteria for approval listed in Sec. 18-205 of the Town's code of ordinances, and to approve the project as presented. Motion carried unanimously, 6-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

4. ARC-21-040 (ZON-21-006) 164 SEASPRAY AVE. (COMBO) The applicant, Hayati Banastey, has filed an application requesting Architectural Commission review and approval for the construction of a new two-story home designed in the Classical Style and related site improvements, including variances for side yard setbacks as they pertain to the new residence on a nonconforming lot. The variance portion of the application shall be reviewed by Town Council. The application will require special exception and site plan reviewed by Town Council.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, explained the zoning requests for the project and advocated for a positive recommendation to the Town Council.

Patrick Segraves, SKA Architect + Planner, introduced the project and discussed the setbacks for the new residence.

Daniel Clavijo, SKA Architect + Planner, presented the architectural plans proposed for the new residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the site.

Mr. Small called for public comments.

Mario Mercurio, 168 Seaspray Avenue, expressed his concerns for the proposed home. In particular, he was concerned about protecting the charm of the Sea

Streets and thought that granting variances should be limited. He also expressed concern that the proposed home would be closer to his home and would affect his light and air.

Anne Pepper, 333 Seaspray Avenue, stated the protection of the historic neighborhoods was essential, therefore protecting scale, charm and setbacks were imperative.

Please note: Ms. Grace returned to the meeting at 1:47 p.m.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Ives thought the front door design could be better. He also thought small changes to the fenestration could be made. He did not believe the design was bad, however, he thought the home could have more character. He believed a significant restudy was needed.

Ms. Grace thought the existing home had much more charm than the proposed home. She stated she requested a home as charming as the existing home during the approval of the demolition. She believed the home could be designed without a variance.

Ms. Shiverick agreed with Ms. Grace and Mr. Ives. She did not believe the home was in the classical style. She thought the home near the ocean should appear lighter. She recommended double hung windows, a change in railings and different windows. She thought that new construction should abide by the code and the setbacks. She did not see a hardship for the variances.

Mr. Kirchhoff thought that two feet could be removed from Mr. Mercurio's side of the home. He also suggested a restudy of the front façade. He recommended using double hung windows to help the home look more residential, rather than like a condominium.

Mr. Small did not believe the size of the home was an issue. However, he agreed that the home could be designed without a variance.

Mr. Clavijo thought there was a significant improvement to the setback on the east side of the home. He added that the two-story garage structure in the rear would be eliminated. Mr. Clavijo confirmed that the loggia would not be enclosed. Mr. Clavijo inquired where more charm could be added to the home.

Ms. Grace thought the home looked like so many other homes in Palm Beach, while the other homes on the street were so uniquely different.

Mr. Segraves thought the proportions of the proposed home fit into the neighborhood.

Motion made by Mr. Smith and seconded by Mr. Kirchhoff to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried 6-1, with Ms. Grace opposed.

5. ARC-21-041 (ZON-21-008) 1520 S. OCEAN BLVD. (COMBO) The applicant, Chris Shumway, has filed an application requesting Architectural Commission review and approval for the construction of a new 400SF beach cabana and water feature within the vacant oceanside parcel, including a setback variance from the bulkhead line. The application will require special exception and site plan reviewed by Town Council.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, explained the zoning requests for the project and advocated for a positive recommendation to the Town Council.

Guillermo Vazquez, Bridges, Marsh & Associates, Inc., presented the architectural plans for the proposed beach cabana.

Mr. Small inquired if the variance was triggered because of the structure or pool. Mr. Vazquez stated it was due to the structure.

Cory Meyer, Nievera Williams Design, presented the landscape and hardscape plans proposed for the beach cabana site.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

At this time, the moderator indicated that a member of the public wished to make comments on the application.

Lindsay DuGan, representing Edith Cary at 114 Ocean View, expressed objections to the proposed project. She also expressed objection to construction vehicles using the street for their upcoming construction.

Ms. Ziska stated that she received a complaint about landscape vehicles on the street. She said she spoke to the construction manager about the issue. She has been told that this had not been an issue within the last two weeks.

Ms. DuGan stated the construction vehicles were still an issue.

Ms. Grace inquired if the cabana could be built without the variance. Ms. Ziska responded and further explained the request. Ms. Grace inquired about the pool and water feature. Mr. Meyer responded. Ms. Grace thought the cabana should have the same proportions as the main house.

Mr. Floersheimer inquired about grass and whether it was planted over the revetment. Mr. Vazquez responded.

Mr. Sammons thought the cornice was too heavy for a cabana and questioned the scale of the rafter tails and soffits. He suggested reducing the sides with the four and five panel doors. He did not believe the design was spectacular.

Mr. Smith asked about the setback if there were an existing seawall. Ms. Ziska responded.

Ms. Shiverick asked if there was a photograph of the existing home. Mr. Small stated the professional handed one out at the meeting. Ms. Shiverick agreed with Mr. Sammons and thought the cabana was very plain. She thought the cabana could have some more interest, such as a cupola or arches. She questioned the proposed doors on the cabana.

Motion made by Ms. Grace and seconded by Mr. Kirchhoff to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried unanimously, 7-0.

6. ARC-21-043 (ZON-21-009) 1230 S. OCEAN BLVD. (COMBO) The applicant, 1230 LLC (Staci Rutman, manager) has filed an application requesting Architectural Commission review and approval for the construction of a new one-story covered loggia addition including a variances relating to setback requirements, and exterior modifications to a previously approved design including alterations to the windows, shutters and other features. The variance portion of the application shall be reviewed by Town Council.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, explained the variances requested for the project and advocated for a positive recommendation to the Town Council.

Michael Perry, MP Design & Architecture, presented the architectural plans proposed for the modifications to the existing home.

Mr. Small called for public comments.

M. Timothy Hanlon, on behalf of the Thorntons at 1236 S. Ocean Blvd., requested an agreement between the neighbors to be placed in the record that stated the following: the roof of the loggia would never be a continuation of the height or materials to the existing roof, it would be a lower roof and it will never exceed the maximum of 21.5 NAVD, the loggia would never be enclosed in any manner and would remain open in perpetuity. Further, the Thorntons agreed to build a seven-foot tall concrete wall along the shared east/west boundary between the two lots.

Mr. Perry provided confirmation of Mr. Hanlon's statement.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Randolph inquired about the binding of the agreement. Ms. Ziska discussed the agreement between the neighbors.

Mr. Kirchhoff inquired if there was a landscape architect for the project. Mr. Perry responded. Mr. Kirchhoff stated he supported the changes.

Motion made by Ms. Grace and seconded by Mr. Floersheimer to approve the project as presented with the acknowledgement of the agreement between the neighbors regarding the loggia and site wall. Motion carried unanimously, 7-0. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

A second motion made by Mr. Floersheimer and seconded by Ms. Grace that implementation of the proposed variance will not cause negative architectural impact to the subject property. Motion carried unanimously, 7-0.

7. ARC-21-048 216 TRADEWIND DR. The applicant, 216 Tradewind Trust (Michael S. Kehoe, Trustee) has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence designed in a Bermuda Vernacular style with associated site improvements, hardscape, pool and spa.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen agreed to the easement.

Roger Janssen, Dailey Janssen Architects, presented to the architectural plans proposed for the new residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the site of the new home.

Mr. Small called for public comments.

Anthony Beyer, 200 Tradewind Drive, expressed his frustrations of not being able to speak to the owner about his concerns with the project. He discussed his objections to the proposed home, particularly with the size of the garage.

Mr. Small called for staff comment. Mr. Murphy stated that staff had no comments at this time.

Ms. Grace thought the proposed home was much larger on the lot, comparatively, to the surrounding homes. She did not believe the proposed home had any charm or fit into the neighborhood. She stated that the dark windows did not add to the home.

Mr. Janssen stated that his proposed home had to be built several feet higher than the adjacent home.

Mr. Smith thought the home was extremely massive. He thought the gable ends did not help the look of the home. He questioned the space between the garage and main home.

Mr. Kirchhoff agreed with the other commissioners. He thought the garage needed to be moved back several feet; he also thought it should be one story. He thought the mass behind the garage should be stepped down. He was not in favor of the triple windows on the front of the home. Mr. Kirchhoff agreed with Mr. Smith that the gable ends added to the mass of the home.

Ms. Shiverick agreed and thought the home was too massive. She thought the second story bedroom behind the garage loomed and made the home feel ungraceful. She thought the glass was too dark as well as the trim color; she thought the trim color should be lighter. She thought the blue paint color was too bright. She thought the additions of trees in the front would help the look of the home.

Mr. Small asked for clarification on the garage design; Mr. Janssen responded. Mr. Small acknowledged that the lot size was very large; however, he also believed the home was too large, especially for an interior lot.

Ms. Grace thought the home was too large and leaned towards a denial to send a clear message that the home size was not acceptable.

Mr. Janssen responded and requested a deferral rather than a denial. He argued that that the proposed home was less than what was allowable.

Mr. Small stated he understood the statement but added that the home was not in harmony with the neighborhood.

Motion made by Ms. Grace and seconded by Mr. Sammons to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried unanimously, 7-0.

8. ARC-21-050 (ZON-21-011) 1090 S. OCEAN BLVD. (COMBO) The applicant, 1090SOCEAN LLC (Brad McPherson), has filed an application requesting Architectural Commission review and approval for the construction of a new two-story residence designed in the traditional Georgian style. The application will require special exception and site plan reviewed by Town Council. The application will require special exception and site plan reviewed by Town Council.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Smith agreed to the easement.

Harold Smith, Smith and Moore Architects, Inc., presented the architectural plans proposed for the new residence.

Cory Meyer, Nievera Williams Design, presented the landscape and hardscape plans proposed for the site of the new residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Sammons thought this was the type of project that would return several times but wondered if it would get better. Mr. Sammons thought there were many problems with the design. He did not feel it fit the standards of a Palm Beach house. He thought the garage was too big, and should be subservient to the main home. He questioned the three bays on the east elevation and thought they were monotonous. He questioned the detailing, particularly the stone

architrave on the family room section of the home. He wondered if the design should be given a second chance.

Mr. Ives shared the concerns of Mr. Sammons. He also thought the size of the garage was concerning and was dominating the project. He recommended refining the design by pulling inspiration from some of the landmarked Georgian homes in Town.

Mr. Kirchhoff liked the way the home responded to the property. He was not in favor of the loggia on the east elevation as well as the center portion that was stepped forward on the east facade.

Mr. Smith said the south façade was problematic for him. He did not believe the home was a Palm Beach home and thought it looked commercial. He thought the front door looked as though it was stuck onto the façade and expressed concern for the garage. He recommended removing one of the garage bays.

Ms. Shiverick agreed with Mr. Sammons. She thought the home should be denied, particularly for the design style in its location near the ocean. She found problems with the grayness, the pillars, the heavy stone and the double windows near the front door. She thought the home needed a complete restudy.

Mr. Small agreed with the other Commissioners and thought the garage element was very problematic. He added that he would be inclined to deny the home at this time as well.

Ms. Grace agreed with many of the comments of the Commissioners. However, she believed the home had better proportions than many of the other homes she had seen.

Motion made by Mr. Ives and seconded by Ms. Grace to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried unanimously, 7-0.

9. ARC-21-051 (ZON-20-00299) 1015 S. OCEAN BLVD. (COMBO) The applicant, 1015 South Ocean LLC (Maura Ziska, manager), has filed an application requesting Architectural Commission review and approval for the construction of a two-story residence designed in the traditional Bermuda style greater than 10,000 SF in size on a vacant lot, including Special Exception Request with Site Plan Review and variances for front yard setback and building height plane. The variance portion of the application shall be reviewed by Town Council. The application will require Special Exception Request with Site Plan reviewed by Town Council.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the owner, explained the variances requested and advocated for a positive recommendation to the Town Council.

Harold Smith, Smith and Moore Architects, Inc., presented the architectural plans proposed for the new residence.

Steve West, Parker Yannette Design Group, presented the landscape and hardscape plans proposed for the site of the new residence.

Mr. Small called for public comments.

Frank Lynch, representing the owners for 1020 S. Ocean Blvd., stated his client's objections to the height of the home as well as the location of the home's proximity to S. Ocean Blvd.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Ms. Ziska stated when she referenced to the six variances, she was referring to the previous home. She reminded the Commission that the hardship for the variance was a discussion for the Town Council, not ARCOM. She added that the variances requested related to portions of the home, not the entire home.

Mr. Smith did not believe the style of the home was the issue during the previous design. He expressed concern for the loggia on the seawall. He thought if the loggia was removed, the home could be moved more eastward.

Mr. Sammons thought the home was nice from an architectural standpoint. He thought the home was fine in its proposed location. He pointed out some details on the loggias that could be refined. Mr. Sammons thought the front door should be given more importance, with the family front door diminished in importance. He did not believe the home was too tall but made a recommendation for the proportions on the two-story portion.

Ms. Catlin thought the siting of the house on lot was fine. She also thought the home's proximity to the road was fine. Ms. Catlin liked the change of design style and thought it was a nice home.

Ms. Shiverick thought the home's proximity to the road was acceptable, especially due to the lot's uniqueness. She thought Mr. Sammons' suggestion for the loggia was interesting and wanted to see that in plan. She thought she would be able to support the loggia if changed. She liked the change in style

and appreciated the change. She wondered if the home was a bit too long but added it looked very nice.

Mr. Kirchhoff agreed with the comments from other commissioners. He thought the home was nice. He recommended changing the two arched top windows on the front of the home, to the left of the door. Otherwise, he supported the project.

Ms. Grace thought the new style was appropriate and was in favor of the ocean views from the street. She agreed with Ms. Shiverick and wondered if the length of the house was too long.

Mr. Floersheimer thought the family entrance to the home needed to be changed. He thought the loggia on the back was superfluous. He thought the home could be pushed to the east if the loggia was removed.

Mr. Small agreed with the other Commissioners. He thought if the loggia could be removed and the home moved east, he thought it could be more successful. He also thought the home was a bit too long and wide on the lot. He was opposed to the front yard setback.

Mr. Lynch provided rebuttal to a statement by Ms. Ziska.

Motion made by Mr. Floersheimer and seconded by Mr. Smith to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried 6-1, with Mr. Kirchhoff opposed.

E. **MINOR PROJECTS – OLD BUSINESS**

None.

F. **MINOR PROJECTS – NEW BUSINESS**

1. ARC-21-026, 305 CLARKE AVE. (minor project) The applicant, Lawrence Herbert, has filed an application requesting Architectural Commission review and approval for the installation of new entry piers and lighting fixtures at the front of the property.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members. *Please note: Mr. Smith declared a conflict of interest and left the dais.*

William Nolan, Smith Architectural Group, presented the architectural plans proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy stated there were no comments at this time.

Ms. Grace thought the lantern on top of the pier was too large. Mr. Nolan stated he could lower the base of the lantern.

Mr. Ives thought the project was very nice.

Mr. Kirchhoff thought there should be a base. Mr. Kirchhoff asked about the odd sconce to the left of the front door. Mr. Nolan responded.

Mr. Floersheimer inquired about staff's comments in the cast stone details. Mr. Nolan responded that the elevation was correct but the dimensions of the cast stone was incorrect.

Motion by Mr. Sammons and seconded by Mr. Floersheimer to approve the project as presented with the following conditions: raise the bottom rail providing an end post, add a post in place of the bullnose and add a plinth to raise the lantern. Motion carried unanimously, 6-0.

2. ARC-21-037 3100 S. OCEAN BLVD. (minor project) The applicant, Don Skowron, has filed an application requesting Architectural Commission review and approval for the resurfacing of an existing driveway and changes to the lighting plans on a site containing an existing multistory residential building.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Don Skowron, Don Skowron Incorporated, presented the landscape and hardscape modifications to the existing commercial building.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy stated there were no comments at this time.

Motion by Mr. Sammons and seconded by Mr. Floersheimer to approve the project as presented. Motion carried unanimously, 7-0.

3. ARC-21-042 249 SEABREEZE AVE. (minor project) The applicant, Elizabeth and Joseph Berger, has filed an application requesting Architectural Commission review and approval for exterior modifications to the front of the

residence's entry door and second floor balcony and railing, and landscape changes.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Cory Meyer, Nievera Williams Design, presented the landscape and hardscape plans proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Sammons inquired about the railing on the balcony and questioned if the railing was sitting on anything. Mr. Meyer explained the design.

Mr. Floersheimer inquired about the material for the roof above the railing. Mr. Meyer stated the roof was existing.

Mr. Kirchhoff did not believe the railing and the front door were in keeping with the house and did not reinforce the Mediterranean style of the home.

Ms. Grace liked the idea of the glass entryway with the wrought iron.

Motion made by Mr. Sammons and seconded by Mr. Floersheimer to approve the project as presented. Motion carried 6-1, with Mr. Kirchhoff opposed.

4. ARC-21-045 258 COUNTRY CLUB RD. (minor project) The applicant, Big Bear Developers, has filed an application requesting Architectural Commission review and approval for modifications to previously approved landscaping plan.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Marco Gallo, Big Bear Developers, presented the landscape and hardscape changes proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Ms. Catlin expressed a concern for the thin landscape proposed for the west side of the property and thought it should be beefed up. She also questioned

the proposed Ficus. Mr. Gallo wondered if Ms. Catlin had seen the new plan proposed and confirmed that the Ficus had been removed from the plans.

Mr. Kirchhoff inquired if there was a change in landscape architect. Mr. Gallo responded. Mr. Kirchhoff inquired about the requested change in landscape material. Mr. Gallo explained the reason for the requested change.

Ms. Grace stated that she did not believe the new plan addressed the east and west sides of the property. Mr. Gallo responded. Ms. Grace inquired if the lanterns were added. Mr. Gallo stated that the lanterns had been previously approved.

Mr. Kirchhoff stated he did not believe there was enough landscaping in the front of the home. Mr. Gallo responded. Mr. Kirchhoff stated he did not believe there was sufficient landscaping proposed.

Ms. Catlin thought the landscaping plan on the east and west elevation could be enhanced. She did not believe it was fair for the applicant to rely on the neighbor's landscaping.

Mr. Sammons inquired if there was a requirement for the shade trees. Mr. Murphy responded.

Motion made by Ms. Grace and seconded by Mr. Floersheimer to defer the project for one month, to the November 19, 2021 meeting, to address the comments made by the Commissioners. Motion carried unanimously, 7-0.

5. ARC-21-053 320 RIDGEVIEW DR. (minor project) The applicant, SMI Landscape Architecture, has filed an application requesting Architectural Commission review and approval for the construction of a new detached wood trellis and installation of new fountains and landscaping, on a site containing an existing two-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Jorge Sanchez, SMI Landscape Architecture, presented the landscape and hardscape plans proposed for the existing residence.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy stated he had no comments at this time.

Ms. Grace liked the architecture of the home but thought the folly seemed very busy in comparison. She recommended a simpler folly.

Mr. Ives believed that no one would see the folly in its proposed location. He did not find the folly particularly busy. He was in support of the project.

Mr. Floersheimer thought the house was very graceful but failed to see the relationship of the folly to the house. He did acknowledge that no one would see the folly in its proposed location.

Ms. Shiverick thought the folly was superb and complimented the house beautifully.

Mr. Small stated he supported the request.

Motion made by Mr. Ives and seconded by Mr. Small to approve the project as presented. Motion carried 4-2, with Ms. Grace and Mr. Floersheimer opposed.

Please note: Mr. Sammons was not in the room for the vote.

6. ARC-21-054 160 REEF RD. (minor project) The applicant, Joshua and Victoria Harlan, has filed an application requesting Architectural Commission review and approval for exterior modifications to an existing one-story residence, including the installation of vinyl fencing, a new garage door and other changes.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Jacqueline Albarran, presented the architectural modifications proposed for the existing residence. Ms. Albarran presented material samples to the Commission.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy stated there were staff no comments at this time.

Mr. Sammons thought it was a slippery slope to approve vinyl for a fence material in the Town.

Ms. Grace preferred a color other than black for the shutters.

Mr. Floersheimer was not a fan of plastic and thought a painted wood would look better for the fence. He was fine with the remainder of the project.

Mr. Kirchhoff agreed and did not prefer the vinyl for the fence and did not feel it was appropriate for Palm Beach. He also was not in favor of the driveway material. He supported the white garage door.

Ms. Albarran stated she spoke to the owners who agreed to use wood for the fence.

Ms. Shiverick inquired about the type of wood material that would be used for the fence.

Ms. Albarran did not have a preference but added she would be happy to meet with Ms. Shiverick to choose a material.

Mr. Small made a recommendation to include a material choice in the motion.

Mr. Kirchhoff stated that pressure treated wood did not take paint very well. He recommended using a cedar or cypress wood.

Motion made by Mr. Floersheimer and seconded by Mr. Ives to approve the project as presented with the condition that the fence material is either cypress or cedar wood, painted white. Motion carried unanimously, 7-0.

Please note: Ms. Catlin left the meeting at 5:15 p.m.

7. ARC-21-055 9 SLOANS CURVE (minor project) The applicant, Sean Hannity, has filed an application requesting Architectural Commission review and approval for the installation of an in kind S-tile roof replacement and alterations to the window and balcony along the front facade.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Jacqueline Albarran presented the architectural modifications proposed for the existing residence. Ms. Albarran presented material samples to the Commission.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy stated there were staff no comments at this time.

Motion made by Ms. Grace and seconded by Mr. Smith to approve the project as presented. Motion carried unanimously, 7-0.

8. ARC-21-061 258 WELLS RD. (minor project) The applicant, Bear 258 LLC, has filed an application requesting Architectural Commission review and approval for the construction of a new one-story addition to an existing cabana and installation of a new generator in the side yard, on a site containing an existing two-story residence.

Please refer to staff memo for additional information on this project.

Call for disclosure of ex parte communication: Disclosure by several members.

Jeffrey Brasseur, Brasseur & Drobot, presented the architectural plans proposed for the existing cabana.

Mr. Small called for public comments. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Murphy provided staff comments.

Mr. Kirchhoff commented on the generator's proximity to the bedroom window. Mr. Kirchhoff thought the generator needed to be moved. Mr. Brasseur responded and stated he would relocate the generator to meet the required distance.

Motion made by Mr. Smith and seconded by Mr. Floersheimer to approve the project as presented. Motion carried unanimously, 7-0.

VIII. **UNSCHEDULED ITEMS (3 MINUTE LIMIT PLEASE)**

1. Public

There were no comments heard at this time.

2. Staff

Ms. Churney reminded the Commission that the meeting in November is on a Friday.

3. Commission

Mr. Ives discussed an anonymous 10-page letter of criticism that was received by the Town that spoke about the ARCOM Commission and process. Mr. Ives stated he hoped that people felt as though they could approach the Commissioners with concerns, as he felt one could do in a small community. Mr. Smith inquired if the letter could be sent to the entire Commission.

Mr. Floersheimer inquired about the number of handouts received at the meeting and whether they should be accepted. Mr. Murphy responded and provided staff's view on the issue. A short discussion ensued on this issue.

IX. **NEXT MEETING DATE:** Friday, November 19, 2021

X. **ADJOURNMENT**

Motion made by Mr. Ives and seconded by Mr. Floersheimer to adjourn the meeting at 5:43 p.m. on Wednesday, October 27, 2021. Motion carried unanimously, 7-0.

The next meeting will be held on Friday, November 19, 2021 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S. County Road.

Respectfully Submitted,

Michael B. Small, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 135-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Duval Ford LLC, for Two Ford Interceptor Vehicles in the Amount of \$102,652 and Establishing a Project Budget of \$107,652, Utilizing the Florida Sheriffs Association Contract #FSA20-VEL28.0.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum dated October 27, 2021 from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 135-2021**
- ▣ **Proposal**

Information for Town Council Meeting on November 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to Duval Ford LLC, for Two Ford Interceptor Vehicles in the Amount of \$102,652 and Establish a Project Budget of \$107,652, utilizing the Florida Sheriffs Association Contract #FSA20-VEL28.0.,
Resolution No. 135-2021

DATE: 27 October 2021

STAFF RECOMMENDATION

Staff recommends Town Council approve the Award of a Purchase Order to Duval Ford LLC, for Two Ford Interceptor Vehicles in the Amount of \$102,652 and Establish a Project Budget of \$107,652, utilizing the Florida Sheriffs Association Contract #FSA20-VEL28.0.

SUMMARY EXPLANATION/BACKGROUND

The Police Department is requesting approval for the purchase of two Hybrid Patrol Pursuit Vehicles (Ford Interceptor Vehicles). The new vehicles would replace a 2014 and a 2015 Police Patrol Units. The two existing patrol unit vehicles are beyond useful life and were approved for replacement in the FY22 Budget.

PURCHASING METHODOLOGY

Purchasing accessed the State of Florida Sheriff Contract #FSA20-VEL28.0 for the quote on the two new vehicles. All governmental agencies in the State utilize this contract for the purchase of all fleet vehicles.

FISCAL IMPACT/FUNDING SOURCE

The funding will for this program is from the Equipment Replacement Fund.

USER DEPARTMENT CONCURRENCE

The Police Department is in full concurrence with the recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

CC: Nicholas Caristo, Chief of Police
 Will Rothrock, Captain
 Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 135-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF A PURCHASE ORDER TO
DUVAL FORD LLC, FOR TWO FORD INTERCEPTOR
VEHICLES IN THE AMOUNT OF \$102,652 AND
ESTABLISHING A PROJECT BUDGET OF \$107,652,
UTILIZING THE FLORIDA SHERIFFS ASSOCIATION
CONTRACT #FSA20-VEL28.0**

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 135-2021, approving the award of a Purchase Order to Duval Ford LLC, for Two Ford Interceptor Vehicles in the Amount of \$102,652 and Establishing a Project Budget of \$107,652, Utilizing the Florida Sheriffs Association Contract #FSA20-VEL28.0.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements. .

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of November, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

DESCRIPTION	Qty	Un	Price
2022 Ford Interceptor Utility AWD Hybrid 3.3L, K8A Item #254 vehicle	2 ea		\$36,163.00
ADD OPTION #17T SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA	2 ea		\$49.00
ADD OPTION #43D DARK CAR FEATURE. COURTESY LAMPS DISABLED WHEN ANY DOOR IS OPENED	2 ea		\$24.00
ADD OPTION #47A POLICE ENGINE IDLE FEATURE.	2 ea		\$259.00
ADD OPTION #51T DRIVER ONLY LED SPOT LAMP (WHELEN) IN LIEU OF UNITY	2 ea		\$419.00
ADD OPTION #63B SIDE MARKER LED SIDEVIEW MIRRORS	2 ea		\$289.00
ADD OPTION #63L REAR QUARTER GLASS SIDE MARKER LED LIGHTS	2 ea		\$574.00
ADD OPTION #66A FRONT HEADLAMP LIGHTING SOLUTION.	2 ea		\$894.00
ADD OPTION #66B TAIL LAMP LIGHTING SOLUTION	2 ea		\$429.00
ADD OPTION #66C REAR LIGHTING SOLUTION	2 ea		\$454.00
ADD OPTION #68G REAR-DOOR CONTROLS INOPERABLE.	2 ea		\$74.00
ADD OPTION #90F 0108.01 LEVEL IV	2 ea		\$2,414.00
ADD OPTION #CONSOLE-1 TROY 18" SLOPED CONSOLE	2 ea		\$855.00
ADD OPTION SINGLE CELL PRISONER CAGE PROGARD P-1000	2 ea		\$2,355.00
ADD OPTION #WPLB-LED 1 TIER	2 ea		\$2,131.00
ADD OPTION LABOR TO INSTALL #WPLB-LED 1 TIER	16 HR		\$1,350.00
ADD OPTION #CENCOM SIREN CONTROLLER	2 ea		\$380.00
ADD OPTION #2 TONE PAINT - FORD ROYAL BLUE / WHITE	2 ea		\$1,395.00
ADD OPTION #INVERTER 800 WATT INVERTER TO REMOTE	2 ea		\$596.00
ADD OPTION #KALIKE KEYED ALIKE 59E/1435x	2 ea		\$49.00
ADD OPTION #TAG-NEW NEW YELLOW TAG INCLUDES REGISTRATION AND ADMINISTRATIVE FEES	2 ea		\$173.00
			\$102,652.00

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 136-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of a Purchase Order to Ten-8 Fire Equipment LLC, for a Pierce Freightliner Encore Rescue in the Amount of \$503,049 and Establishing a Project Budget of \$510,691, Utilizing the Florida Sheriffs Association Contract #FSA20-VEL14-02.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum dated October 27, 2021 from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 136-2021**
- ▣ **Proposal**
- ▣ **Warranty**

Information for Town Council Meeting on November 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving a Purchase Order to Ten-8 Fire Equipment LLC, for a Pierce Freightliner Encore Rescue in the Amount of \$503,049 and Establish a Project Budget of \$510,691, utilizing the Florida Sheriffs Association Contract #FSA20-VEL14-02. **Resolution No. 136-2021**

DATE: 27 October 2021

STAFF RECOMMENDATION

Staff recommends Town Council approve a Purchase Order to Ten-8 Fire Equipment LLC, for a Pierce Freightliner Encore Rescue in the Amount of \$503,049 and establish a Project Budget of \$510,691, utilizing the Florida Sheriffs Association Contract #FSA20-VEL14-02. Staff is also requesting a contingency allocation of \$100,000 from the Equipment Replacement Fund budget which will be offset by the acceptance of a Police and Fire Foundation Donation of \$100,000 with the affirmative vote of the Town Council.

SUMMARY EXPLANATION/BACKGROUND

The new Air and Light Squad apparatus will replace the current Air and Light Squad, a 1995 Hackney. The existing vehicle is steadily requiring excessive repairs, and experiencing deterioration resulting from rust. In addition to the vehicle, the MAKO Air System, which is mounted to the unit will be replaced simultaneously with the truck as a single package. The air system is a 1995 MAKO Compressor utilized as the primary air fill station for the self-contained breathing apparatus (SCBA) worn by Firefighters. This purchase is consistent with the replacement schedule as outlined and approved in the FY2022 fiscal year budget.

PURCHASING METHODOLOGY

Purchasing accessed the State of Florida Sheriff Contract #FSA20-VEL28.0 for the quote of the requested Pierce Freightliner Encore Rescue. All state agencies, county and municipalities access the State of Florida Sheriff Contract for fleet purchases. This contract provides best pricing to governmental agencies.

FISCAL IMPACT/FUNDING SOURCE

Funding of \$391,305 is included in the FY22 Equipment Replacement Fund Budget. Salvage value of the assets being replaced total \$9,352 and the vendor is providing the Town a \$10,034 prepayment discount. The Police and Fire Foundation have committed to donate up to \$100,000 for the balance of the cost of the unit.

USER DEPARTMENT CONCURRENCE

The Fire Department is in full concurrence with the recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues. The review included conducting market research.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

CC: Darrel Donatto, Fire Chief
 Jimmy Duane, Deputy Fire Chief
 Duke Basha, Assistant Purchasing Manager

RESOLUTION NO. 136-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF A PURCHASE ORDER TO TEN-
8 FIRE EQUIPMENT LLC, FOR A PIERCE FREIGHTLINER
ENCORE RESCUE IN THE AMOUNT OF \$503,049 AND
ESTABLISHING A PROJECT BUDGET OF \$510,691 UTILIZING
THE FLORIDA SHERIFFS ASSOCIATION CONTRACT
#FSA20-VEL14-02**

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 136-2021, approving the award of a Purchase Order to Ten-8 Fire Equipment LLC, for a Pierce Freightliner Encore Rescue in the amount of \$503,049 and establishing a project budget of \$510,691, utilizing the Florida Sheriffs Association Contract #FSA20-VEL14-02.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of November, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

EXHIBIT A

PROPOSAL OPTION LIST



Equipment Proposal

Pierce Proposal # 816

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: September 2, 2021 ("Proposal Date") **Customer:** Town of Palm Beach FL ("Customer")

Customer Address: Palm Beach Florida

Qty	Product Description & Options	Price
1	Pierce Freightliner Encore Air Unit Proposal #816 Purchase through FSA Contract FSA20-VEF14-02	\$503,049.00
2	Optional 100% Pre Payment Discount \$493,015.00 Paid 15 Days From PO Will Include 10,034.00 Discount - Includes Bond.	
Purchase Price:		\$503,049.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 12.5 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Delivery subject to change at time of order.

Unless accepted within 90 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Town of Palm Beach

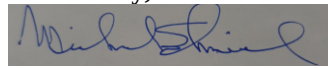
By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: 

Title: **Authorized Sales Representative**

Print: **Michael Schneider**

Date: **9-2-21**

EXHIBIT B

WARRANTY



Fire and Rescue Apparatus

One (1) Year Material and Workmanship

Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions:	No specific exclusions apply
See Also Paragraphs 2 thru 4	

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0008



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Pierce Mfg
Oshkosh Corporation

1/30/19

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Bradenton, FL 34208

Freightliner M2106, M2112, 108SD and 114SD base spec chassis GVW ordered through 9/30/2019 by Pierce Manufacturing and delivered to Pierce Manufacturing by 12/31/2019 carry an extended basic vehicle warranty.

The M2106 and the 108SD will carry a 3Yr/100,000 mile basic vehicle warranty.

The M2112 and 114SD will carry a 3Yr / 100,000 mile basic vehicle warranty.

This warranty is limited to a chassis domiciled within the United States and Canada.

FXP base spec GVW units domiciled in Canada will carry an extended 3Yr/100,000 mile basic vehicle warranty.

FXP base spec GVW units domiciled in the United States will carry an extended 5Yr/100,000 mile basic vehicle warranty.

Please let me know if you require any additional information.

Regards,



John Frawley

Director of Corporate Accounts

EXCLUSIONS

The following components, parts, or conditions, are specifically excluded from coverage under this Warranty.

AIR COMPRESSORS, ENGINE BRAKES, AND OTHER PROPRIETARY ENGINE COMPONENTS

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer. Failures on non-proprietary components can be filed through Daimler Trucks North America LLC Dealers.

AIR SPRINGS

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

ALIGNMENT OF AXLES/WHEELS/STEERING WHEEL

Each Daimler Trucks North America vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

AXLE BREATHER VENTS

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

CAB INTERIOR COMPONENTS

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this warranty.

These components include, but are not limited to:

- Upholstery
- Floor coverings (including floor mats)
- Curtains
- Window shades
- Steering wheel
- Steering wheel wrap
- Painted trim components

CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

CLUTCH ADJUSTMENT

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

COMPETITION

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

CONSUMABLE PARTS

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000km) for all Daimler Trucks North America LLC vehicles except Thomas Built Bus (TBB) bodies and chassis. TBB consumable parts are covered up to 30 days from the date of in-service.

These items are:

- | | | |
|------------------------------|---------------------------------|---|
| ➤ Antennas | ➤ Fire extinguishers | ➤ Caps (radiator, surge, fuel tank) |
| ➤ Ashtrays | ➤ Fluorescent ballast and tubes | ➤ Receiver-dryer filter |
| ➤ Belts | ➤ Fuses | ➤ Trailer air hoses |
| ➤ Brake linings | ➤ Gladhand | ➤ Trailer electrical cables |
| ➤ Cigarette lighter assembly | ➤ Hosetennas | ➤ Windshield washer nozzles |
| ➤ Clutch brake | ➤ Light bulbs | ➤ Wiper arms and blades (TBB makes - wiper blades only) |
| ➤ Clutch linings | ➤ Mattresses | |
| ➤ Data logger batteries | ➤ Mud flaps | |
| ➤ Desiccant cartridges | ➤ Mud flap mounting brackets | |

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Fluids (unless low due to a warrantable failure)
- Filters (fuel, air, oil, water)
- Lubricants

CORROSION

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.

Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

DAMAGE

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades.
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

ENGINE

The engine, including all of its components as supplied by the manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

EXHAUST SYSTEM CLAMPS

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

FIFTH WHEELS

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

GLASS, MIRRORS, LENS

Glass, mirror or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

MISAPPLICATION OF VEHICLE

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

MISCELLANEOUS EXPENSES

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- › Federal, state, provincial, and local taxes
- › Travel expenses
- › Loss of revenue
- › Customer labor including overtime labor
- › Downtime
- › Driver's expenses
- › Cost of rental equipment
- › Loss of cargo, including perishable cargo
- › General housekeeping supplies (i.e. rags, solvents, sweeping compounds, coveralls, etc.)
- › Communication charges
- › Towing/road call assistance (unless coverage is specifically stated in the applicable warranty table)
- › Repair or replacement of optional items not sold or installed by company
- › Removal or replacement of dealer, body builder, or customer installed equipment
- › Environmental fees, cleanup, or other charges
- › Cost of emergency services.

MODIFICATIONS TO ORIGINAL EQUIPMENT

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or Customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or Customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

PAINT

The following exclusions to paint warranty include, but are not limited to:

- › Complete chassis re-painting to repair paint damages
- › Damages occurring after in-service (e.g., from rock chips)
- › Peeling/flaking caused by high-pressure washing or steam cleaning
- › Rusting of painted bumpers
- › Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- › Underside of the hood, including the inside of the wheel wells
- › Underside of the exterior sun visor
- › Inside of the side-mounted air fairings
- › Inside of the bumper
- › Underside of the roof-mounted air fairings
- › Aftertreatment devices

Gloss: Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Data Books) are the Dealer's responsibility and will not be honored by warranty.

TRANSMISSIONS

Allison transmissions and components are covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

ROUTINE MAINTENANCE

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

INITIAL OPERATING PERIOD

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles (except TBB makes) is up to 15,000mi (24 000km), except for FCCC where it is 25,000mi (40 200km). The IOP for Thomas Built Bus (TBB) bodies and chassis is 30 days from the date of in-service. See CONSUMABLE PARTS.

Exclusions from warranty during the Initial Operating Period are:

- › Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during the initial operating period or after.
- › Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North America's routing standards will not be paid under warranty during the initial operating period or after.
- › Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, polishing exterior chromed or painted surfaces are considered as delivering-Dealer responsibilities. Claims for these activities will not be paid under warranty during the initial operating periods or after.

TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER MEDIUM TRUCK**

Freightliner Medium Truck



Coverage ^a		
Description	Time ^b	Distance ^b
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	Unlimited
GHG14 ^d (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000 mi/38 400 km
Hybrid Transmission - Eaton ^e	3 Years	150,000 mi/240 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^f	2 Years	Unlimited
Rear Axle	2 Years	Unlimited
Transfer Case	2 Years	Unlimited
Transmission ^e	2 Years	Unlimited
Detroit Front Axle ^f (File Direct)		

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER MEDIUM TRUCK**

Coverage^a		
Description	Time^b	Distance^b
Post-Model Year 2011^g	2 Years	Unlimited
Post-Model Year 2011^h	4 Years	Unlimited
Detroit Rear Axle (File Direct)		
Post-Model Year 2011^g	2 Years	Unlimited
Post-Model Year 2011^h	4 Years	Unlimited
Detroit DT-12 Transmission^{e,i}	5 Years	750,000 mi/1 200 000 km

- a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.
- b. Time or distance, whichever comes first
- c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.
- d. Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."
- e. Customers will have only one (1) type of transmission coverage, depending on how the vehicle is spec'd.
- f. Front axle coverage is also applicable to gliders.
- g. Medium Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
- h. Medium Duty - General Service Plus: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
- i. Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER SD VOCATIONAL**

Freightliner SD Vocational



Applicable models:	108SD/114SD
SD Vocational Coverage is only available for vehicles ordered with the following engines:	Cummins B, C, or L
SD Vocational Coverage is <u>not</u> available for vehicles in these vocations:	Logging, Mining, Oilfield
Category Determinants	
Road Surface - most severe in-transit between sites	<30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil (Class C or D roads) ^a
GCW	92,000 lb/41 730 kg or less
Axles and Their Manufacturer's GVW Rating	
2-axle unit	46,000 lb/20 865 kg or less
3-axle unit	66,000 lb/29 937 kg or less
4-axle unit	N/A
5-axle unit	N/A

- a. Class C roads have a natural surface and may be either constructed or established over time by repeated passage of vehicles. The natural surface may be dirt, sand, or rock. A minimal amount of maintenance, if any at all, is limited primarily to spot surface grading to allow vehicle passage within the original road corridor. Class D roads are primitive roads that were not constructed but have been established over time by the passage of motor vehicles. These roads receive no maintenance or grading.

Coverage^a		
Description	Time^b	Distance^b
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	Unlimited
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^e	2 Years	Unlimited
Rear Axle	2 Years	Unlimited

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES**

FREIGHTLINER SD VOCATIONAL

Coverage ^a		
Description	Time ^b	Distance ^b
Transfer Case	2 Years	Unlimited
Transmission	2 Years	Unlimited
Detroit Front Axle ^e (File Direct)		
Pre-Model Year 2011 ^f	2 Years	Unlimited
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km
Detroit Rear Axle (File Direct)		
Pre-Model Year 2011 ^f	2 Years	Unlimited
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km

a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

b. Time or distance, whichever comes first

c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.

d. Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

e. Front Axle coverage is also applicable to gliders.

f. Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

g. Heavy Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES**

FREIGHTLINER LEVEL I

Freightliner Level I



Level I Coverage is not available for vehicles in these vocations:		Refuse Packer, Logging, Mining, Oilfield
Category Determinants		
Road Surface - most severe in-transit between sites		100% on-highway smooth concrete or asphalt
GCW		92,000 lb/41 730 kg or less
Axles and Their Manufacturer's GVW Rating		
2-axle unit		35,000 lb/15 876 kg or less
3-axle unit		58,000 lb/26 308 kg or less
4-axle unit		71,000 lb/32 205 kg or less
5-axle unit		N/A

Coverage^a		
Description	Time^b	Distance^b
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	300,000 mi/483 000 km
Corrosion	6 Months	Unlimited
Crossmembers	6 Years	750,000 mi/1 207 000 km
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	6 Years	750,000 mi/1 207 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^e	3 Years	300,000 mi/483 000 km
Rear Axle	3 Years	300,000 mi/483 000 km
Transfer Case	3 Years	300,000 mi/483 000 km
Transmission	3 Years	300,000 mi/483 000 km
Detroit Front Axle ^e (File Direct)		
Post-Model Year 2011 ^f	2 Years	Unlimited
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ^h	5 Years	750,000 mi/1 200 000 km
Detroit Rear Axle (File Direct)		

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
 DESCRIPTIONS & WARRANTY COVERAGE TABLES**
FREIGHTLINER LEVEL I

Coverage ^a		
Description	Time ^b	Distance ^b
Post-Model Year 2011 ^f	2 Years	Unlimited
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ^h	5 Years	750,000 mi/1 200 000 km
Detroit DT-12 Transmission ⁱ (File Direct)	5 Years	750,000 mi/1 200 000 km

a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

b. Time or distance, whichever comes first

c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.

d. Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

e. Front Axle coverage is also applicable to gliders.

f. Medium Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

g. Heavy Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

h. Heavy Duty - Highway: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

i. Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL II (FACTORY RELEASED ON OR AFTER 01/07/2013)**

Freightliner Level II (Factory released on or after 01/07/2013)



Level II Coverage is not available for vehicles in this vocation:		Mining
Category Determinants		Models with Limitations
Road Surface - most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	Columbia, Century, or Coronado: Up to 10% off-highway rough maintained concrete/asphalt; maintained gravel/crushed rock
GCW	140,000 lb/63 505 kg or less Doubles on NY turnpikes are rated 143,000 lb Doubles on FL turnpikes are rated 147,000 lb	
Axes and Their Manufacturer's GVW Rating		
2-axle unit	49,000 lb/21 000 kg or less	
3-axle unit	69,000 lb/31 000 kg or less	
4-axle unit	89,000 lb/40 000 kg or less	
5-axes or more	98,000 lb/44 452 kg or less	

Coverage ^a		
Description	Time ^b	Distance ^b
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	150,000 mi/241 000 km
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	300,000 mi/483 000 km
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	300,000 mi/483 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^e	2 Years	100,000 mi/161 000 km
Rear Axle	2 Years	100,000 mi/161 000 km
Transfer Case	2 Years	100,000 mi/161 000 km
Transmission	2 Years	100,000 mi/161 000 km
Detroit Front Axle ^e (File Direct)		

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL II (FACTORY RELEASED ON OR AFTER 01/07/2013)**

Coverage ^a		
Description	Time ^b	Distance ^b
Pre-Model Year 2011 ^f	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ^h	2 Years	Unlimited
Detroit Rear Axle (File Direct)		
Pre-Model Year 2011 ^f	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ^h	2 Years	Unlimited
Detroit DT-12 Transmission ⁱ (File Direct)	5 Years	750,000 mi/1 200 000 km

a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

b. Time or distance, whichever comes first

c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.

d. Applies to models 2013 and later domiciled in the United States; check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

e. Front Axle coverage is also applicable to gliders.

f. Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

g. Heavy Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

h. Medium Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

i. Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL II (FACTORY RELEASED PRIOR TO 01/07/2013)**

Freightliner Level II (Factory released prior to 01/07/2013)



Level II Coverage is not available for vehicles in this vocation:		Mining
Category Determinants		Models with Limitations
Road Surface - most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	Columbia, Century, or Coronado: Up to 10% off-highway rough maintained concrete/asphalt; maintained gravel/crushed rock
GCW	140,000 lb/63 505 kg or less Doubles on NY turnpikes are rated 143,000 lb Doubles on FL turnpikes are rated 147,000 lb	
Axles and Their Manufacturer's GVW Rating		
2-axle unit	46,000 lb/20 865 kg or less	
3-axle unit	66,000 lb/29 937 kg or less	
4-axle unit	86,000 lb/39 008 kg or less	
5-axles or more	98,000 lb/44 452 kg or less	

Coverage ^a		
Description	Time ^b	Distance ^a
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	150,000 mi/241 000 km
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	300,000 mi/483 000 km
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	300,000 mi/483 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^e	2 Years	100,000 mi/161 000 km
Rear Axle	2 Years	100,000 mi/161 000 km
Transfer Case	2 Years	100,000 mi/161 000 km
Transmission	2 Years	100,000 mi/161 000 km
Detroit Front Axle ^e (File Direct)		

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL II (FACTORY RELEASED PRIOR TO 01/07/2013)**

Coverage ^a		
Description	Time ^b	Distance ^a
Pre-Model Year 2011 ^f	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ^h	2 Years	Unlimited
Detroit Rear Axle (File Direct)		
Pre-Model Year 2011 ^f	2 Years	100,000 mi/161 000 km
Post-Model Year 2011 ^g	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ^h	2 Years	Unlimited
Detroit DT-12 Transmission ⁱ (File Direct)	5 Years	750,000 mi/1 200 000 km

a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

b. Time or distance, whichever comes first

c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.

d. Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

e. Front Axle coverage is also applicable to gliders.

f. Pre-Model Year 2011 Detroit Axle Warranty: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

g. Heavy Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

h. Medium Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

i. Detroit Transmission: Warranty coverage is determined by Gross Combination Weight, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL III (Factory released on or after 01/07/2013)**

Freightliner Level III (Factory released on or after 01/07/2013)



Category Determinants	
Road Surface - most severe in-transit between sites	Any
GCW	All Okay
Axles and Their Manufacturer's GVW Rating	
2-axle unit	Over 49,000 lb/21 000 kg
3-axle unit	Over 69,000 lb/31 000 kg
4-axle unit	Over 89,000 lb/40 000 kg
5-axles or more	Over 98,000 lb/44 452 kg

Coverage ^a		
Description	Time ^b	Distance ^b
Basic Vehicle	1 Year	50,000 mi/80 500 km
Battery	1 Year	50,000 mi/80 500 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	1 Year	50,000 mi/80 500 km
Cab Structure	1 Year	50,000 mi/80 500 km
Corrosion	6 Months	Unlimited
Crossmembers	1 Year	50,000 mi/80 500 km
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	1 Year	50,000 mi/80 500 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000mi/38 400 km
Paint	1 Year	50,000 mi/80 500 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^e	1 Year	100,000 mi/161 000 km
Rear Axle	1 Year	100,000 mi/161 000 km
Transfer Case	1 Year	100,000 mi/161 000 km
Transmission	1 Year	100,000 mi/161 000 km
Detroit Front Axle ^e (File Direct)		
Pre-Model Year 2011 ^f	1 Year	100,000 mi/161 000 km
Post-Model Year 2011 ^g	1 Year	Unlimited
Post-Model Year 2011 ^h	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ⁱ	2 Years	Unlimited
Detroit Rear Axle (File Direct)		

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL III (FACTORY RELEASED ON OR AFTER 01/07/2013)**

Coverage ^a		
Description	Time ^b	Distance ^b
Pre-Model Year 2011 ^f	1 Year	100,000 mi/161 000 km
Post-Model Year 2011 ^g	1 Year	Unlimited
Post-Model Year 2011 ^h	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ⁱ	2 Years	Unlimited

a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

b. Time or distance, whichever comes first

c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.

d. Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

e. Front Axle coverage is also applicable to gliders.

f. Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

g. Other - Severe Duty: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

h. Heavy Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

i. Medium Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL III (FACTORY RELEASED PRIOR TO 01/07/2013)**

Freightliner Level III (Factory released prior to 01/07/2013)



Category Determinants	
Road Surface - most severe in-transit between sites	Any
GCW	All Okay
Axles and Their Manufacturer's GVW Rating	
2-axle unit	Over 46,000 lb/20 865 kg
3-axle unit	Over 66,000 lb/29 937 kg
4-axle unit	Over 86,000 lb/39 008 kg
5-axles or more	Over 98,000 lb/44 452 kg

Coverage ^a		
Description	Time ^b	Distance ^b
Basic Vehicle	1 Year	50,000 mi/80 500 km
Battery	1 Year	50,000 mi/80 500 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	1 Year	50,000 mi/80 500 km
Cab Structure	1 Year	50,000 mi/80 500 km
Corrosion	6 Months	Unlimited
Crossmembers	1 Year	50,000 mi/80 500 km
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	1 Year	50,000 mi/80 500 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000mi/38 400 km
Paint	1 Year	50,000 mi/80 500 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^e	1 Year	100,000 mi/161 000 km
Rear Axle	1 Year	100,000 mi/161 000 km
Transfer Case	1 Year	100,000 mi/161 000 km
Transmission	1 Year	100,000 mi/161 000 km
Detroit Front Axle ^e (File Direct)		
Pre-Model Year 2011 ^f	1 Year	100,000 mi/161 000 km
Post-Model Year 2011 ^g	1 Year	Unlimited
Post-Model Year 2011 ^h	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ⁱ	2 Years	Unlimited
Detroit Rear Axle (File Direct)		

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**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER LEVEL III (FACTORY RELEASED PRIOR TO 01/07/2013)**

Coverage ^a		
Description	Time ^b	Distance ^b
Pre-Model Year 2011 ^f	1 Year	100,000 mi/161 000 km
Post-Model Year 2011 ^g	1 Year	Unlimited
Post-Model Year 2011 ^h	3 Years	300,000 mi/483 000 km
Post-Model Year 2011 ⁱ	2 Years	Unlimited

- a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.
- b. Time or distance, whichever comes first
- c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.
- d. Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."
- e. Front Axle coverage is also applicable to gliders.
- f. Pre-Model Year 2011 Detroit Axle: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
- g. Other - Severe Duty: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
- h. Heavy Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
- i. Medium Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

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DAIMLER TRUCKS NORTH AMERICA LLC

**DEALER
WARRANTY MANUAL**

SECTION 1

**NEW VEHICLE LIMITED WARRANTY
WARRANTY STATEMENT**

Section 1

1.1 New Vehicle Coverage

The following section outlines Company standard warranty coverages for all Company vehicles, equipment, chassis, or cabs sold by Daimler Trucks North America and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the *Owner's Warranty Information Booklet*.

See Warranty Coverage Descriptions for standard warranty coverages by make and model. Additional coverage may apply, verify coverages online for specific vehicle warranty.

1.2 New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Daimler Trucks North America LLC ("Company") warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.3 Limitations

This warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY

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**NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT
PURCHASER'S EXCLUSIVE REMEDY**

OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period. During New Vehicle coverage, warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED

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**NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT
EXCLUSIONS**

TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

1.6 Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

NOTE: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the Parts Distribution Center (PDC).

AERODYNAMIC WHEEL COVERS

Aerodynamic wheel covers are excluded from coverage under this Warranty.

AIR SPRINGS

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an affect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

ALIGNMENT OF AXLES/WHEELS/STEERING WHEEL

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

AXLE BREATHER VENTS

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

CAB INTERIOR COMPONENTS

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap

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**NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT
EXCLUSIONS**

- Upholstery
- Window shades

CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

CLUTCH ADJUSTMENT

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

COMPETITION

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

CONSUMABLE PARTS

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24

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NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT EXCLUSIONS

000km) for all Daimler Trucks North America LLC vehicles except Thomas Built Bus (TBB) bodies and chassis. TBB consumable parts are covered up to 30 days from the date of in-service.

These items are:

- Antennas
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs*
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes - wiper blades only)

** Sealed light and LED assemblies are not considered consumable.*

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricants

CORROSION

A detailed list of exclusions for CORROSION is listed under *Warranty Coverage Descriptions*.

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**NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT
EXCLUSIONS****DAMAGE**

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

ENGINE

The engine, including all of its components as supplied by the engine manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

ENGINE BRAKES, AIR COMPRESSORS, AND OTHER PROPRIETARY ENGINE COMPONENTS

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer.

Failures on non-proprietary engine components can be filed through DTNA.

EXHAUST SYSTEM CLAMPS

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment,

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**NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT
EXCLUSIONS**

tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

FIFTH WHEELS

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

GLASS, MIRRORS, LENS

Glass, mirror or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

MISAPPLICATION OF VEHICLE

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

MISCELLANEOUS EXPENSES

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (i.e., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty coverage table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

MODIFICATIONS TO ORIGINAL EQUIPMENT

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or Customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair

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NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT EXCLUSIONS

is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or Customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

PAINT

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

Gloss

Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Data Books) will not be covered under this warranty.

SHIP LOOSE ITEMS AND COMPONENTS

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
- Antennas
- Fire extinguishers
- Trailer air hoses
- Trailer electrical cables
- Winter fronts
- Tire inflation hoses

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**NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT
EXCLUSIONS**

- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch
- Jacks

Daimler Trucks North America has established a Roof Fairing Removal program in order to reduce transport related damage. The Transporter will remove the fairing during the decking process and secure the fairing on the frame rail of the unit. Benefits for this program include fewer units towed in reverse and an overall improved delivery process.

Some units will continue to be received with the fairing collapsed. It is the Dealer's responsibility to mount these fairings correctly. Claims for mounting of these collapsed fairings will not be covered under warranty.

Those units received with the fairing removed, DTNA warranty will reimburse for the re-installation of the roof fairing prior to delivery to the end customer.

If vehicle is drop shipped directly to customer:

Transporter notifies customer that roof fairing has been removed for transport and arranges for re-installation prior to or at delivery.

- If customer has facilities for re-installation of roof fairings, then fairings will be re-installed at final delivery location.
- If customer does not have facilities to re-install fairings, transporter will arrange with nearest authorized DTNA dealership to have fairings re-installed and shuttle units to customer location at no additional cost to our customer.

TRANSMISSIONS

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

ROUTINE MAINTENANCE

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

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NEW VEHICLE LIMITED WARRANTY WARRANTY STATEMENT EXCLUSIONS

INITIAL OPERATING PERIOD

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles is as follows:

Make	Initial Operating Period
Freightliner, Sterling, Western Star	Up to 15,000 miles/ 24 000 km
Freightliner Custom Chassis Corporation (FCCC)	Up to 25,000 miles/ 40 000 km
Thomas Built Bus (TBB) bodies and TBB chassis ^a	Up to 6 months from the date of in-service

a. TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

SEE CONSUMABLE PARTS elsewhere in this section.

Exclusions from warranty during the Initial Operating Period are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.
- Claims for re-routing of electrical wiring, hoses, or lines *which meet Daimler Trucks North America's routing standards* will not be paid under warranty during or after the initial operating period.
- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, polishing exterior chromed or painted surfaces are considered as ordering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating period.

TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

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1.7 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired.

To ensure the Owner receives proper warranty recognition, the ownership information should be updated in the Company system.

1.8 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

1.9 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

1.10 Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, the Dealer should review the *Owner's Warranty Information* booklet with the Owner.

To initiate warranty, the customer must complete and sign the *Warranty Start Form* (WAR275). Dealer must attach the *Warranty Start Form* to the *Product Registration* screen in OWL.

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein.



Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0055



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship

Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Encore® Rescue Apparatus Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0016



Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is \$60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.



Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0057



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship

Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/22/2010 WA0018

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company’s Equipment Proposal (“Purchase Price”). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, 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. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 142-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Consolidation of Resolution No. 084-2021 and Resolution No. 113-2021 to Aegion/Insituform Technologies, LLC for Lining of Sewer Pipes from the National Cooperative, BuyBoard in the Amount of \$1,868,864.50 and Establishing a Project Budget of \$2,090,494.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum dated October 29, 2021 from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 142-2021**
- ▣ **Previously Awarded Resolutions 084-2021 & 113-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution approving the consolidation of Resolution No. 084-2021 and Resolution No. 113-2021 to Aegion/Insituform Technologies, LLC for lining of sewer pipes from the National Cooperative, BuyBoard in the amount of \$1,868,864.50 and establish a project budget of \$2,090,494; **Resolution No. 142-2021**

DATE: October 29, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the consolidation of Resolution No. 084-2021 and Resolution No. 113-2021 to Aegion/Insituform Technologies, LLC for lining of sewer pipes from the National Cooperative, BuyBoard in the amount of \$1,868,864.50 and establish a project budget of \$2,090,494.

GENERAL INFORMATION

Town Council approved Resolution No. 084-2021 in an amount of \$442,974.50 and established a project budget of \$448,721 on August 10th. In addition Town Council approved Resolution No. 113-2021 in the amount of \$1,425,890 and established a project budget of \$1,641,773 on September 14th.

Town Staff is ready to issue task orders to Aegion/Insituform Technologies, LLC to begin the actual lining of the sewer pipes. To effectively administer the overall project, it has been determined that the consolidation of the previously approved resolutions into one document would be a more efficient way to proceed.

Staff is not requesting additional funding.

PROCUREMENT METHODOLOGY

Town Purchasing accessed a National Cooperative Contract to secure the requested services. The vendor, AEGION/Insituform Technologies LLC is a recognized contractor to provide this service and has outstanding references.

FUNDING/FISCAL IMPACT

As previously noted, Town staff is only requesting the consolidation of the two previously awarded resolutions. No additional funding is required for this consolidation request.

For the two previous resolutions, it was noted that funding for the awards would be from the Capital Improvement Program. The Town intends to use funds for the Slip Lining from the American Rescue Action Act. The Slip Lining was identified for this program.

PUBLIC WORKS REVIEW

This item has been reviewed by the Public Works and approved as recommended.

cc: Paul Brazil, P.E. Public Works Director
Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Jie House, P.E., Engineer
Brett Madison, Water Resource Division Manager

RESOLUTION NO. 142-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE CONSOLIDATION OF RESOLUTION NO.
084-2021 AND RESOLUTION NO. 113-2021 TO
AEGION/INSITUFORM TECHNOLOGIES, LLC FOR LINING
OF SEWER PIPES FROM THE NATIONAL COOPERATIVE,
BUYBOARD IN THE AMOUNT OF \$1,868,864.50 AND
ESTABLISHING A PROJECT BUDGET OF \$2,090,494.**

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach, Palm Beach County, Florida hereby approves Resolution No. 142-2021, approving the consolidation of Resolution No. 084-2021 and Resolution No. 113-2021 to Aegion/Insituform Technologies, LLC for lining of sewer pipes from the National Cooperative, BuyBoard in the amount of \$1,868,864.50 and establishing a project budget of \$2,090,494.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of November, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

RESOLUTION NO. 084-2021

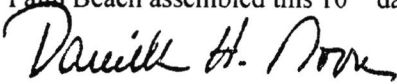
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF A PURCHASE ORDER TO AEGION/INSITUFORM TECHNOLOGIES LLC FOR LINING OF SEWER PIPES WITHIN THE A5 AND A6 BASINS FROM THE NATIONAL COOPERATIVE BUYBOARD IN THE AMOUNT OF \$442,974.50 AND ESTABLISH A PROJECT BUDGET OF \$487,271.

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 084-2021 approving a purchase order to AEGION/Insituform Technologies LLC for lining of sewer pipes within the A5 and the A6 basins from the National Cooperative, BuyBoard in the amount of \$442,974.50 and establish a project budget of \$487,271.

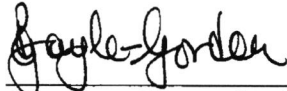
Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements. .

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of August, 2021.



Danielle H. Moore, Mayor

ATTEST:



~~Quincester Nieves, CMC~~, Town Clerk

PATRICIA GRACE GORDON, BOP



RESOLUTION NO. 113-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO
AEGION/INSITUFORM TECHNOLOGIES LLC FOR LINING
OF SEWER PIPES WITHIN THE A6 BASIN FROM THE
NATIONAL COOPERATIVE, BUYBOARD IN THE AMOUNT
OF \$1,425,890 AND ESTABLISH A PROJECT BUDGET OF
\$1,641,773, CONTINGENT UPON FY22 BUDGET APPROVAL**

NOW, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to AEGION/Insituform Technologies LLC for Lining of Sewer Pipes within the A6 Basin from the National Cooperative, BuyBoard in the Amount of \$1,425,890 and establish a Project Budget of \$1,641,773.

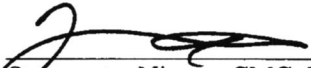
Section 2. The Town Manager is hereby authorized to execute this agreement on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of September, 2021.



Danielle H. Moore, Mayor

ATTEST:



Queenester Nieves, CMC, Town Clerk



TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Committee Reports

Agenda Title

Report of the Ordinances, Rules and Standards Committee Meeting Held on Tuesday, October 5, 2021

Presenter

Julie Araskog, Chair

ATTACHMENTS:

- ▣ **October 5, 2021, ORS Committee Meeting Report**



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING HELD ON OCTOBER 5, 2021

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Rules and Standards Committee Meeting was called to order on Tuesday, October 5, 2021 at 9:30 a.m. virtually via Zoom. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Araskog led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Committee Member Cooney and seconded by Chair Araskog to approve the Agenda. On roll call, the Motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS

V. REGULAR AGENDA

A. Old Business

1. Review Chapter 42 of the Town Code – Lawn Maintenance, Relative to Hours, Equipment and Noise
Jay Boodheshwar, Deputy Town Manager

Jay Boodheshwar, Deputy Town Manager referred to the memo in the agenda backup advising that this item was referred to ORS for study to determine if there were any potential modifications to the Code which would need discussion by the Town Council. He stated that Ordinance No. 03-2018, which was adopted by the Town Council in 2018, was the most current change made and that the ordinance not only related to landscape maintenance, but also construction hours and construction seasons. He also referred to the Code Enforcement brochure (cheat sheet) that is a good

reference for landscape companies as it lists the relevant sections of the Code regarding lawn maintenance as well as right-of-way regulations.

Mr. Boodheshwar showed a Lawn (Landscape) Maintenance Summary of Current Regulations. This document listed the following:

PEAK SEASON (Monday preceding Thanksgiving through April 30)

- Landscaping permitted Monday – Friday from 8:00am – 5:00pm, but leaf blower use not permitted from 8:00am – 9:00 am (Sec. 42-199)
- No landscaping permitted on Saturdays, Sundays or legal holidays, including the Friday after Thanksgiving (Sec. 42-199)

OFF PEAK SEASON (May 1 through the Monday preceding Thanksgiving)

- Landscaping permitted Monday – Friday from 8:00am – 6:00pm (Sec. 42-199)
- Quiet landscaping, without leaf blower use, permitted Saturday from 9:00am – 5:00pm (Sec. 42-199)
- No landscaping permitted on Sundays or legal holidays (Sec. 42-199)

YEAR ROUND

- Gasoline powered leaf blowers prohibited on any property which is less than one acres in size (Sec. 42-197)
- Leaf blowers shall not exceed a decibel level of 65dBA as measured at 50 ft. from the point of operation (Sec. 42-230)
- It is unlawful to blow, sweep or rake yard trash or clippings into a public street or storm drains (Sec. 42-230)
- There shall be no commencement of large scale landscape installations at any time on Saturdays (Sec. 42-230)
- Residents performing their own lawn maintenance are permitted to do so after 9:00 a.m. on Saturdays, Sundays or legal holidays, including the Friday immediately after Thanksgiving, with the exception of leaf blower use (Sec. 42-230)

**CHANGES TO SEC. 42-199 VIA ORDINANCE NO. 26-2021
SCHEDULED FOR FIRST READING AT OCTOBER 12 COUNCIL
MEETING**

- No landscaping permitted on Saturdays, Sundays or legal holidays, including the Friday after Thanksgiving (year-round)
- No arrival of landscaping crew at work sites until 7:30 am (year-round)
- No use of leaf blowers from 8:00 am – 9:00 am (year-round)

Chair Araskog thanked Deputy Town Manager Jay Boodheshwar and everyone else for the comprehensive job they did to bring this information to the Committee. She referred to the backup regarding the noise and this ordinance in regard to the Code Enforcement brochure and inquired if the proposed regulations would “mirror” off season from 9 am – 6 p.m. the regulation on the Code Enforcement brochure. Mr. Boodheshwar stated that only quiet work would be allowed Monday to Friday, 8 am to 9 am during the peak season and there will be no changes to that regulation. With the committee’s approval, the change that will be made will be during the off-peak season. He suggested that the brochure be revised to show peak and off-peak seasons and define those dates. He explained that the changes would be that landscaping would not be allowed on Saturdays and prohibits leaf blowers from 8 am to 9 am on weekdays.

Chair Araskog stated that there could be confusion for the landscapers when looking at the code and specifically Sec. 42-230 (page 10 of the backup) where leaf blowers are described as heavy equipment, but nothing else is included as heavy equipment, and in Sec. 42-119 (b) (page 8 of the backup) that limits noise tending to disturb people in the vicinity thereof and then on page 9, where it states that no heavy equipment or other construction related noise is permitted before 9 a.m. It is her opinion that Section 42-230 should include lawn maintenance equipment that is not quiet in nature. Chair Araskog stated that her problem with the verbiage is that landscapers probably think that only leaf blowers are prohibited before 9 am during the week and on Saturdays in the off-season.

Deputy Town Manager referred to the section of the code that defines what noisy equipment is and stated that only leaf blowers were added. He advised that other equipment could be added to that section relative to what noisy equipment is if that was desired.

Discussion ensued regarding noise tending to disturb the public vs. equipment that tends to disturb others. Town Attorney John Randolph stated that we have always interpreted this section to only include leaf blowers, so it is not contradictory. He stated that we could always add other lawn maintenance equipment to the list. He thought we needed to hear from landscapers and others in regard to adding other equipment to that section.

Chair Araskog stated that would be her preference as she and others are receiving call after call about noisy lawn maintenance equipment. She stated that she was glad that Jay clarified that in season no landscape work was allowed on Saturdays, because there has been horrible landscape noise on Saturday in season that should not be taking place.

Member Cooney stated that Chair Araskog raised an important point because noise is noise and potentially a mower or hedge trimmer could make as much noise as a leaf blower. He stated that back when the ordinance was passed, we were focused on leaf blowers, which was good, but maybe we missed out on some others. He also agreed with Attorney Randolph on hearing from the landscaper community on how this would impact their ability to care of the homeowners' properties. He also suggested that it would be important to see data if there is such a thing on the decimal readings of noise from 50 feet away of such equipment versus leaf blowers.

Chair Araskog agreed that hearing from the landscape community is important, but she would like to limit all noisy equipment from 8-9 a.m. during the week. She also raised the issue of 50 feet being inside a home or even in the backyard on smaller streets and the noise could be heard inside a home from even electric leaf blowers. She favored perhaps changing the 50 feet measurement for smaller streets. She also agreed with what Member Cooney discussed at the last meeting in regard to banning all gas-powered leaf blowers.

Discussion ensued regarding (5) in the code that has language that does not allow "any other class of machinery or appliance that in its operation would render the enjoyment of property within the Town less agreeable than if such appliance or machinery were not operated." Chair Araskog stated that her interpretation of this section is that it does not limit the landscape equipment prohibition to leaf blowers. Deputy Town Manager Boodheshwar stated that this type of language is very hard to enforce because of the subjectivity. He stated though that the intent of (5) is to give them enforcement opportunities. Mr. Randolph stated that this is the intent so if it is excessive, code can use (5) and allows flexibility to allow landscapers to do their work if it does not bother the neighbors. Number (5) can be used at any time. It was agreed that this includes all landscape machinery or equipment if it is taking the enjoyment of one's property away. Chair Araskog pointed to this as the contradiction she earlier discussed because it is not just leaf blowers that can be stopped under (5).

Deputy Town Manager Boodheshwar suggested a conclusion to the discussion on what should be prohibited during quiet times. He stated that it is not necessarily just the list of equipment or changing the code to list all the equipment we can think of. He stated that it is important to make certain that staff is aware they can enforce other types of equipment that are not listed (in that section) that are machinery that could cause disruption to the neighbors, so that when a resident calls in there would be more of a reactive approach. He stated that this list was not meant to be a catch all.

Ben Alma, Civilian Services Manager, clarified issues regarding complaints. He explained that since the passing of the ordinance that code

has been using this part of the code on Saturdays and holidays. If noise can be heard from the street or sidewalk, we tell them it is too loud. Chair Araskog explained the frustration of residents who call in but by the time code arrives the noise is quieter, or warnings are given and few tickets. Mr. Alma explained the enforcement process regarding warnings and citations. The first-time offense is a warning to the contractor not the homeowner and the second is a citation. There is a documentation of each warning that stays on record for ten years, so code knows when a past warning has been given.

Member Cooney agreed with giving code enforcement discretion but agreed with Chair Araskog that the language in (5) could be confusing and lead to inconsistencies. Both agreed it gives code enforcement the discretion but questioned whether it would be better to have more clarification and listing of equipment to be consistent.

Chair Araskog stated that there will not be a huge change to the regulations, but that public education will be extremely important. She suggested getting letters out to homeowners as some were not on the Town's alert system. Discussion ensued about making certain staff and residents are aware of (5) to include not just leaf blowers, but all noisy equipment and that it be included in the code enforcement brochure.

Deputy Town Manager Boodheshwar explained that nothing was needed for landscaping for peak season but that we just need to do some education and make certain people understand that quiet hour period and the rules. He explained that for the summer season it eliminates Saturday landscape work, which is a substantial change for the landscape community, unless the Council decides to carve out an exception for Landscape work. He added no leaf blowers in the first hour during the week from 8 am – 9 am. He discussed the prohibition on all gas-powered leaf blowers and the history involved in that prohibition passing. He added that the technology has evolved since the last discussion.

Chair Araskog stated that all noisy equipment listed under lawn maintenance equipment should be included in the quiet work hours. Member Cooney questioned how could work be done at 8 am without equipment. He stated it was a policy decision. Chair Araskog discussed the many things that landscapers at her house do that are not noisy and asked that be added. Member Cooney agreed to recommend to the Council that all noisy equipment not be allowed.

After lengthy discussion, it was the consensus of the committee to propose to the Town Council that during the 8-9 AM quiet hour, there be a prohibition on the use of any equipment listed in Sec. 42-30(c) Lawn maintenance equipment that is inclusive of leaf blowers and other

equipment, not just leaf blowers, prohibit the use of gas-powered leaf blowers and no arrival on site before 7:30 AM.

2. Review Potential Limitations on Height of Vegetation Adjacent to Neighboring Structures

Wayne Bergman, Director of Planning, Zoning and Building

Wayne Bergman, Director of Planning, Zoning and Building gave an overview of this item. He stated that this was really about the minimum separation distance between neighboring buildings and newly installed landscape along the perimeter of properties. Last year's review by ARCOM and the Town Council of a specific property on Seaview Avenue and the neighboring property to the rear, showed that new landscaping directly next to neighboring buildings can be a problem. The vegetation, which includes, trees, palms and hedges can be a pathway for rodents, mainly rats, and iguanas to access roofs and eaves of buildings.

He stated that there should be a maximum landscape height and a separation distance between the newly installed plants in the neighboring buildings. These should be included in Chapter 66, which is the Natural Resource Protection in the section for Vegetation. At the last meeting, a possible 12 ft. separation distance between the building and newly installed vegetation was suggested. This height seemed to be too much and therefore was reduced to 6 ft. The final approved plans for the Seaview Avenue property with the actual distance that was agreed to by the Town Council which was 5 ft. diagonal measurement and a six-foot vertical measurement to the landscape to be installed. Mr. Bergman gave an overview of the changes made to the draft Ordinance for chapter 66 and also gave a presentation regarding the proposed Landscape Ordinance. By illustrations, he showed the difference between the landscape height that met the 6ft. requirement vs. landscape (12ft.) that conflicts with the proposed Ordinance.

Steven Greenwald, 128 Seaspray Avenue spoke in support of the proposed Ordinance.

Chair Araskog stated that her concerns were the six ft. height – how it would affect smaller properties that are not on the property line regarding privacy and the growth of palm trees that will get over six feet. She wanted to explore all the unintended consequences that will occur if this is passed.

Member Cooney expressed his concerns regarding the privacy issue.

Attorney Randolph suggested limiting this issue to certain areas of Town as it doesn't seem to be a Town-wide problem and suggested trying to have individual property owners handle it between themselves rather than having a general ordinance in the Town. He mentioned that the property owners

having this problem are the non-conforming properties which are close to the property line. The newer properties that are being constructed will comply with the new setbacks.

In response to Member Cooney, Attorney Randolph suggested that an Ordinance would have to take into account the specific properties where there are non-conforming structures that are within five feet of the property line and it would have to be more limited than what is being discussed at this time.

Director Bergman suggested limiting it to non-conforming neighboring buildings and to have the prohibition unless the neighbors enter into a written agreement. Chair Araskog expressed her disagreement with those ideas as most of the properties are on non-conforming lots and she thought it would be difficult to have neighbors entering into a written agreement. She suggested going back to the Town Council for more direction.

Mr. Boodheshwar reminded the Committee that this report will be on the Town Council agenda for November's meeting and suggested that Director Bergman make his presentation at that time.

It was the consensus of the Committee to place this matter on the November Town Council meeting as an agenda item to get direction from the Town Council.

B. New Business

1. Review How Deviations from Approved ARCOM and LPC Plans are Handled

Wayne Bergman, Director of Planning, Zoning and Building

Director Bergman gave an overview of how deviations from ARCOM and LPC approved projects are handled by the PZB department. He referred to the ARCOM Project Designation Manual and summarized the different levels of project approvals as follows:

1. Minor design changes to Commission-approved projects can be reviewed and approved at the staff level.
2. Substantial changes (or multiple changes) to Commission-approved projects require review by the approving Commission.
3. Certain changes to Commission-approved landscape, hardscape and exterior lighting, visible from the public right of way, must be considered by the Commission.
4. Any more than three staff approval applications in a six-month period will require review by the approving Commission.

He explained that by the time the plans go before ARCOM or LPC, it's still not 100% as the owners are still making decisions and sometimes the contractor have not yet been selected. There are always changes that seem to happen between the Commission-approved plans and the building permit plans which creates frustration. Noticeable for about the last year and a half is that the Town inspectors inspect a building during construction and will follow the plan. If a private inspection firm is being used they don't seem to follow the plan and at final inspection, deviations are discovered and these have to be referred back to ARCOM or LPC. After speaking with staff, he hopes to have more inspection time so that audits can be carried out of the work done by the private providers.

Chair Araskog spoke regarding past staff approvals of projects that were modified without approval. She suggested that all modifications should return to ARCOM for approval. Director Bergman explained that the State had placed a cap on the number of audits of the private providers that could be carried out. Recently, the cap has been modified so we can now get back to continuing the audits. Chair Araskog suggested notifying the private providers of the Town's requirements and the plans they need to follow. Director Bergman informed her that a new program is being created and he will be setting up a virtual meeting with all the registered private providers to point out the issues and assign the Town inspectors to do weekly audit inspections.

Director Bergman agreed with Chair Araskog with sending to the private providers some new inspection steps, which would cover the foundation, exterior shell and roof height to make sure all of these benchmarks are being audited and checked by the Town staff in addition to the private providers. Member Cooney expressed his agreement with the new process.

Attorney Randolph responded to Chair Araskog who asked if the Code should be amended to include the change that when a landscaping plan is approved, the homeowner is bound to that plan. He stated that he can look at whether it was wise to amend the ordinance.

2. Review of Chapter 42 of the Town Code, Article V – Noise
Jay Boodheshwar, Deputy Town Manager

Mr. Boodheshwar gave an overview of Chapter 42 relating to Noise.

Chair Araskog spoke regarding nuisance noise and gave a brief history of complaints between neighbors. She questioned whether the Ordinance was effective in giving the residents the quiet enjoyment of their property, especially in the night and early morning hours. She spoke about the different noise levels for certain activities.

Mr. Boodheshwar stated that the Code is pretty clear regarding noise. Basically, there are three types of noise that are prohibited - any loud or raucous noise is prohibited; any noise that tends to annoy the community or injure the health of the citizens in general or any noise that annoys, disturbs, endangers the comfort repose health, peace or safety of any considerable number of persons. A considerable number of persons, for this section, shall mean three or more unrelated persons in a separate household. He explained that the number of unrelated persons is a critical issue which was meant to provide guidance to the Town staff in understanding that this isn't limited to one person's hypersensitivity. He requested that the Committee speak on any issues of the Code they would like to focus on.

Member Cooney requested clarification on prohibited noise that is within the allowable decibel level but is causing a nuisance to three unrelated persons in separate households. Mr. Boodheshwar responded that he understood that it does not matter whether it is in the decibel level or not as long as it is disturbing three or more unrelated persons in separate households. Ben Alma, Civilian Services Manager, explained the enforcement process and confirmed that the decibel level would be a moot point if three or more persons make a complaint.

Discussion ensued with Manager Alma explaining the enforcement process and how the decibel levels are read.

After further discussion, including number of complaints, decibel levels, types of equipment, vehicular/non-vehicular noise, distance of noise measurement, and time of day noise is prohibited, the consensus of the committee was to move the prohibition from 7 am to 9:00 AM for Chapter 42-197 nos. (2) and (7) to be consistent with the construction ordinance and to compare the decibel levels with other communities that have adopted the 100% electric blower requirement. Draft language for the revised Ordinance and the findings regarding the communities that have adopted the 100% electric leaf blowers will be brought to the next ORS meeting.

VI. ANY OTHER MATTERS

The next ORS Committee meeting is scheduled for Monday, November 8, 2021 at 9:30 a.m.

VII. ADJOURNMENT

Motion was made by Member Cooney and seconded by Chair Araskog to adjourn the Ordinances, Rules and Standards Committee Meeting of Tuesday, October 5, 2021 at 12:15 p.m.

APPROVED:

Julie Araskog, Chair

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda Committee Reports

Agenda Title

Report of the Public Works Committee Meeting Held on Wednesday, October 6, 2021

Presenter

Bobbie Lindsay, Chair

ATTACHMENTS:

- ▣ **October 6, 2021, Public Works Committee Meeting Report**



TOWN OF PALM BEACH

Town Manager's Office

REPORT OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON OCTOBER 6, 2021

I. CALL TO ORDER AND ROLL CALL

The Public Works Committee Meeting was called to order on Wednesday, October 6, 2021, at 10:00 a.m. virtually via Zoom. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Lindsay led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Member Zeidman and seconded by Chair Lindsay to approve the Agenda. On roll call, the Motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS - None

V. GREEN INITIATIVE / FICUS REMOVAL PROGRAM STATUS

H. Paul Brazil, P.E., Director, Public Works

Mr. H. Paul Brazil, P.E., Director of Public Works introduced Paul Colby, Facilities Maintenance Division Manager who gave an overview of the progress regarding the Town's Green Initiative. He reported that the Town continues to follow the previously established program as it pertains to the treatment of certain pests and fertilizations. He stated that the infection rate for the Royal Palm bug seems lower this year than previous years and there are no visible signs of the Royal Palm bug at the Town nursery, where no treatments for Palm bug have been administered for the past 3 years. As to the ficus replacement program, all the ficus hedges have been removed from Lakeside Park and are being replaced with silver buttonwood, sea grapes, and different types of grasses. There are a few pump stations that still have ficus hedges, one of which is the D-8 station at Country Club Road and Slope Trail. Mr. Brazil stated that this one is being pointed out as it will be extraordinarily difficult to shield this station from the neighboring properties. Jason Debrincat, Senior Project Engineer, showed a slide of the actual pump station area. He explained that the pump station is hidden behind the

hedge. Chair Lindsay suggested conferring with Susan Lerner, Pan's Garden horticulturist who keeps native demonstration hedges on premises to help interested parties determine which hedges might be a good fit for the property. Mr. Colby reported that he does consult with both Susan Lerner and the Garden Club, whom he consulted on replacement species of the ficus hedge at the Police Dept. and the installation of a butterfly garden. The hedges were replaced with native silver buttonwood. At the North and Central Fire Stations, the ficus hedges were removed and replaced with cedar trees and silver buttonwoods respectively. At the Australian park, the hedge was replaced with *Clusia*. When the Phipps Ocean Park project begins all the ficus hedges in the park will be removed and replaced with natives.

Member Zeidman commented that the plantings at the Police Department. were really beautiful.

Mr. Colby reported on the status of the landmarked Phipps canopy north of the Fire Station.

During the summer a bucket truck survey was performed and unfortunately more Hypoxylon Canker (HC) was discovered. A previous infestation of the Armillaria Mushroom root rot was found to be inactive at that time and the Whitefly is being managed with current treatments. However, one or two trees will be lost per year due to the canker. Mr. Brazil clarified that it is the whitefly that weakens the canopy trees making it more susceptible to attacks by the Hypoxylon Canker (HC). Chair Lindsay related that this past summer she and several other Garden Club members, observed white fly infestations on replacement the *F. altissima* trees. She then asked if another tree might be selected that is less susceptible to the whitefly. Director Brazil agreed that the town could make a change after some projects (undergrounding, drainage improvements) in the area are completed. Chair Lindsay mentioned that the Garden Club might be very interested in assisting with this project. Director Brazil explained the prices for the different types of replacement trees/plantings and stated that the canopy is landmarked so any deviation from the current species would have to be approved by the Landmarks Preservation Commission. Patricia Strayer, Town Engineer, stated that the undergrounding project would not begin in that area until about 2023, but the Phipps Estates will begin in 2022. Mr. Brazil explained that during the undergrounding and drainage projects, tree wells could be installed but it would make sense to install trees after the undergrounding is completed.

A tree tagging inventory has begun and almost all of the Town trees (cocoanuts, royals, date palms, foxtails) at Dean Wrightsman, Phipps, Bradley, and Peruvian parks have been tagged and numbered as a part of this program. At the completion of the renovation of Lakeside Park, those trees will also be numbered and tagged.

The Town is reviewing the possibility of utilizing growth regulators as part of the Green Initiative Program. The most obvious benefit would be the labor and fuel savings in reduced trimmings, which would reduce the carbon footprint. Currently, the trees in Town Hall Square and other areas of Town are trimmed quarterly. This was suggested

by a landscape designer and it is understood to be a widely used practice. The committee members requested more research and information on this practice as they both had concerns about using chemicals or hormones that retard growth. A commitment was made to the residents that the Town would try to reduce chemical applications and eliminate them where possible. Chair Lindsay requested and staff agreed that more research be done and brought back to the committee for further discussion.

Public Comments

Rene Silvin, 422 Australian Avenue, Palm Beach, spoke regarding considering an administrative approval of the plan by the Landmarks Preservation Commission.

Chair Lindsay spoke about reinstating the incentive program for removal of the ficus hedges. Member Zeidman said she was shocked to see that there was a lot of material from residential properties so she thinks that we should incentivize people to remove the hedge. Director Brazil mentioned that his initial concern for the program was the impact to the budget but the Town Manager assured him that the budget would be supplemented if necessary. He stated it was not necessary as the overtime work was voluntary and only eight households were done during the program last summer. He mentioned he did not foresee any operational problem. Regarding administrative approvals, Chair Lindsay suggested that Mr. Brazil confer with staff and bring it back to the Committee at a later meeting.

Chair Lindsay mentioned the experiment which was conducted at the Town nursery on Palmo Way and the good news of almost three years of no treatment of the palm bug and no palm bug infestation. Director Brazil suggested not treating trees and revisit that next year.

Rene Silvin inquired if the Committee would like to have a member of ARCOM and LPC listen to the Committee meetings. Chair Lindsay agreed. Member Zeidman expressed her concern about adding this requirement to commission members who are already stressed with their own meetings. Chair Lindsay suggested having a commission member listen to specific items so when it goes before their board they have some prior knowledge of the issue. She stated this should not be mandatory.

VI. NORTH FIRE STATION RESTORATION

Jason Debrincat, P.E., Senior Project Engineer

Director Brazil mentioned that the North Fire Station was overdue for renovations as there is water intrusions due to the roof starting to fail. He explained that since the work is so extensive the firefighters would have to be relocated. Monthly air quality tests are being conducted and it is still safe to be in the building. This will be at least an eighteen month project so reasonable accommodations will be needed for the firefighters during that time.

Jason Debrincat, Senior Project Engineer, reported that for the past couple years there has been a capital program in the budget for renovation of the station. Recently there has been water intrusion in some areas and also concerns about air quality. A consultant was hired to carry out an air quality assessment, which yielded negative results. The Town Manager directed us to accelerate the program to restore the station. At this time we are working with Purchasing to find the most efficient, effective way which resulted in going with the CMAR. To give you an update, tomorrow, October 7, is the architectural and engineering services selection committee review and on October 14 is the CMAR selection. After the selection process, the recommendation will go before the Town Council in November or December. The scope of work is interior space renovation which includes new roof, windows and structural modifications as required.

As the level of service has to be maintained for the fire department, Chen Moore was hired to do site evaluations of some temporary sites, including Palmo Way Central and West, Tangier Avenue, and Wells Road. After evaluations, the Wells Road configuration was the most economical. Chen Moore will now provide a proposal for temporary site development.

Director Brazil explained the reasons for not choosing other sites as neighbor sensitivity to any work in Palmo Way, trees that might be disturbed that are dedicated to individuals who have passed away on other locations and cost. He stated that at the Wells Road site, traffic can be maintained, utilities are already in place, neighbors are already used to having a fire station, and it costs less than any of the other alternatives.

Member Zeidman expressed her agreement with the temporary site. Chair Lindsay also agreed with using the Wells site and inquired about the temporary trailers to house the firefighters and the screening that will be used for these. Director Brazil informed her that there will be a six ft. green screen with concrete barriers for protection and there will be temporary trailers already outfitted as bunk rooms and all the firefighters' needs. There will be a small administrative trailer for the Chief and administrative staff. There will also be room for a storage area. He further stated that the award for this service will be on the Town Council agenda for November and the neighbors will be notified.

Rene Silvin, LPC Chair questioned during public comment, if there will be any changes to the exterior of the building and was informed that there may be alterations to the windows. He then asked if an Architect from LPC could volunteer to work with the committee so the process can be simplified and streamlined before it gets to LPC. Director Brazil responded that, unless the Committee members disagreed, he would agree with Mr. Silvin's suggestion as this has been done before but he would select the LPC architect. Both committee members agreed with this suggestion.

VII. RESILIENCY IMPLEMENTATION

Jason Debrincat, P.E., Senior Project Engineer

Jason Debrincat gave an overview of the final recommendation by the Woods Hole Group. He stated he was working with Rob Weber, Coastal Program Manager, on the

resiliency implementation for capital projects. They visited various sites with the Woods Hole staff. He stated there were five stations that are scheduled for construction in FY22 as:

D12 Pump Station (Everglades) – Recommendation for deployable barriers and modifications to elevations on the equipment.

E5 Lift Station / D8 Pump Station (Country Club Road) – Recommendation on raising equipment base for elevation.

A5 Pump Station – Recommendation on equipment heights for resiliency.

D-17 Storm Water Station – Recommendation on control cabinets, generator heights and electrical equipment.

Mr. Debrincat explained that they wanted to meet the goal of resiliency while being practical and unobtrusive. He also mentioned that a grant application was submitted to the FDEP for a cost sharing of \$608,000 and a decision should be made in December.

Chair Lindsay confirmed with Director Brazil on the recommendation that will be on the Town Council agenda for October as the modification to the Pay-As-You-Go capital improvement program to include resiliency for the stations.

VIII. TOWN MARINA

Jason Debrincat, P.E., Senior Project Engineer

Mr. Debrincat stated that this project was nearing completion and shared the following upcoming milestones:

October 19, 2021:	Substantial completion (Punch list items)
November 1, 2021:	Final completion (Project closeout and change order reconciliation)
December, 2021:	Ribbon Cutting

He showed some timeline photos of the Brazilian and Peruvian Docks and various site improvements. Director Brazil reported that the Temporary Certificate of Occupancy for the Brazilian Dock building was received and the Dockmaster will be moving in shortly. The fire and sewer utilities will be tested today and the network is being installed. Mr. Debrincat showed all the various landscaping and paving that is being installed and explained the traffic stops at the various intersections.

Director Brazil stated that there were still change orders to negotiate, the contingency was expended but the project will not go over budget and will be ready to open in November.

Carolyn Stone, Assistant Town Manager, stated that November 1st is the start of the seasonal lease, of which 17 have been issued and the annual leases start on December 1st.

Rene Silvin commented that the boat owners all love the hardscape and questioned the need for a three-way stop at Australian Avenue. Director Brazil explained that this was a traffic calming measure. He assured Mr. Silvin that he did not receive any complaints from the residents. Ms. Stone stated that Deputy Town Manager, Jay Boodheshwar, had met with Mr. Gordon McCoen and he was very pleased. She further stated that December 9, 2021 at 4PM will be the opening ceremony and ribbon cutting.

IX. ANY OTHER MATTERS

Director Brazil introduced a new Project Engineer, Jane House. Ms. House stated her credentials as Bachelor's and Master's Degrees in Civil Engineering with a concentration in Environmental Engineering and a Professional Engineer registered in the State of Florida. Her work history includes planning, assessment, design engineering services during construction, and project management for various heavy civil construction projects. She stated she worked on a State mandated consent decree program for Miami-Dade County which was a \$1.9B program to upgrade the County's sanitary sewer infrastructure and wastewater treatment plants. She expressed her pleasure on being a member of the Public Works engineering team. The committee members welcomed her to the Town team.

X. ADJOURNMENT

The Public Works Committee Meeting of Wednesday, October 6, 2021, was adjourned at 11:50 a.m. by Motion made by Member Zeidman and seconded by Chair Lindsay.

APPROVED:

Bobbie Lindsay, Chair

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date

Public Works Committee Report October 6, 2021

The Public Works committee, Bobbie Lindsay & Maggie Zeidman, met on October 6 via zoom.

Green Initiative

An update was given by Paul Colby and Paul Brazil on progress of the Green Initiative. The Green Initiative policies were adopted in 2018 to take an active role in improving environmental safety for our residents, visitors and pets on our town parks and public spaces, as well as supporting a more sustainable and natural environment, friendly to pollinators, birds and wildlife. Among the Green Initiative's goals is to eliminate, where possible, and reduce where elimination is not practicable, the use of synthetic chemicals on Town property, while promoting the use of more native plants, trees and shrubs and fewer exotics that require applications of synthetic chemicals to thrive. Glyphosate (Round Up) was eliminated from use on all Town property in 2018, one of the first municipalities to do so in Florida. The town's landscaping maintenance contracts were amended to eliminate the use of synthetic chemicals, which reduces the runoff of these chemicals into our storm drains and waterways, as well as exposure to our residents, visitors, pets, and wildlife.

One of the Green Initiative's goals was to remove the exotic, pesticide dependent, *F. benjamina* from town property. Much of the approximately half mile of this species has now been removed and replaced with either native material, or material that is Florida Friendly and requires no applications of synthetic chemicals to thrive. Ordinances have since been adopted town wide listing two ficus species as invasive and prohibiting new installations of them on both public and private property.

Mr. Colby updated the committee on a 3 year trial in the Town's Palmo Park nursery to eliminate chemical applications on the Town's Royal Palms. He was pleased to report that the trial has yielded good results with no infestations, and Mr. Brazil added that town wide, no Royal Palms will be treated with chemicals for the next year as a result, along with continued monitoring. This fiscal year the Town will replace the mature 175 lineal feet of *F. benjamina* hedge screening the large pump station at North Lake Way and Slope Trail (backing up to the PB County Club property.) This replacement is challenging due to the height of the structures being screened (the current ficus hedge is approximately 15') and the relatively narrow footprint for planting (approx 5' wide). Both committee members recommended reviewing native alternatives with Susan Lerner, native horticulturist at Pans Garden. Mr. Colby said staff often consults with Pan's garden/Ms. Lerner, about the use of natives and would continue to do so on this project. He mentioned that Ms. Lerner and the Garden Club consulted with him on the replacement of the *F. benjamina* hedge at the police station with native Silver buttonwood and the addition of a butterfly garden. Member Zeidman was complimentary about the outcome of that project.

Staff reported that, at the recommendation of SMI Design, Mr. Jorge Sanchez, it is reviewing the use of growth regulators as part of the Green Initiative to reduce labor and emission costs of trimming (carbon footprint). As an example, Mr. Colby mentioned that they trim the trees in Memorial Park quarterly and slowing the growth might reduce the frequency of trimming. Both committee members had concerns about introducing more chemicals or hormones to our trees to slow growth, and while acknowledging they were not familiar with the practice, asked staff to conduct more research about the effects of these products on the trees and plants as well as

public safety. Staff agreed to conduct more research and bring back the results to the committee before proceeding.

Phipps Canopy

Staff discussed the condition of the landmarked *F. benjamina* tree canopy on the divided North County Road north of the fire station and adjacent to the Phipps estate. Mr. Brazil clarified that the trees are weakened by white fly infestations, in spite of applications of chemicals to manage white fly. Consequently, an opportunistic Hypoxylon Canker attacks the white fly stressed trees and kills approximately two trees a year, threatening the long term viability of the canopy. The dead trees are gradually being replaced by *F. altissima*, but inspections by staff and members of the Garden Club have found that these trees are also being attacked by white fly. A discussion followed about whether a more sustainable replacement tree could be identified. Mr. Brazil welcomed some planning assistance on this issue from the Garden Club and suggested that it would be ideal for an overall canopy plan to be adopted by the time the under grounding project reaches this area in 2023, so that some work such as installing tree wells might be accomplished at the same time as there is under grounding construction in the area. Staff and the committee agreed that this will be a very sizable project, likely to be funded and implemented in phases over a multi-year period. (The Garden Club has been contacted and is very interested in helping with a plan.)

North Fire Station Restoration

An extensive renovation of the landmarked North Fire Station has been accelerated to mitigate unsafe structural issues, mold and poor air quality caused by water intrusion into the building. Mr. Brazil reported that Wells Road has been identified as the recommended site relocation for fire/paramedic personnel and equipment. He outlined the air quality and water leakage issues, as well as how staff were planning to accelerate the renovation, with money set aside in the budget this year. Results of the CMAR selection and schedule will be provided in November or December directly to Town Council.

Woods Hole Report Resiliency Implementation

Jason Debrincat described the final recommendations for the D-12, E5, A-5 and D-17 pump, lift, and storm water stations. These were reviewed and approved at the Town Council meeting in October.

Town Marina schedule was updated and briefly discussed as it was planned to be brought to the full Town Council the following week.

Committee members were delighted that Director Brazil made a welcoming introduction of Jane House, a new town project engineer with a Masters degree in Civil Engineering.

Respectfully submitted,
Bobbie Lindsay, Chair

October 30, 2021

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Committee Reports

Agenda Title

Report of the Business and Administrative Committee Meeting Held on Thursday,
October 14, 2021

Lew Crampton, Chair

1. Proposed Expansion of Existing Placard Parking Program on the 200 and 300
Blocks of Peruvian Avenue

Jay Boodheshwar, Deputy Town Manager

Presenter

ATTACHMENTS:

- ▢ **October 14, 2021, Business and Administrative Committee Meeting Report**
- ▢ **a. Memorandum Dated November 1, 2021, from Jay Boodheshwar, Deputy Town Manager**



REPORT OF THE BUSINESS AND ADMINISTRATIVE COMMITTEE MEETING HELD ON THURSDAY, OCTOBER 14, 2021

I. CALL TO ORDER AND ROLL CALL

The Business and Administrative Committee Meeting of Thursday, October 14, 2021 was called to order at 9:30 a.m. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Crampton led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Member Lindsay and seconded by Chair Crampton to approve the Agenda. On roll call, the Motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS – None

V. REGULAR AGENDA

A. Old Business

1. Draft Scope for Valet RFP
Jay Boodheshwar, Deputy Town Manager

Chair Crampton commented that there was no response to the RFP for valet services which was issued as it may have been too detailed or prescriptive. Jay Boodheshwar, Deputy Town Manager, stated that he would not repeat the report from the last meeting regarding the lack of response to the initial RFP for valet services but would like to summarize the backup memo.

Mr. Boodheshwar stated that the Parking Committee, which is comprised of staff from administrative departments, including Finance, Public Works and PZB met to debrief regarding the valet service issue. The Parking Committee recommended that, if there is still a desire to move forward with valet service, the most complicated and busy street where parking is the main issue being dealt with should be targeted. That street would be Worth

Avenue. The proposal would be an RFP for valet services specifically for Worth Avenue but designed to be scalable, to expand or contract, as necessary. Worth Avenue is the most challenging and busiest street to regulate but there are steps that can be taken to address the different types of issues such as making sure there is turnover to try to dis-incentivise employees from parking on the street and to ensure that shoppers who are coming to the avenue for a quick transaction have a place to park for their five or ten-minute transactions. It is suggested that the 30-minute free parking spaces on all blocks of Worth Avenue should be expanded. This will address the issue of employee parking and promote the ability of people to do a quick transaction.

Regarding valet services, after speaking with valet operators, it was conveyed that it is going to be very challenging to offer a valet service to charge for parking, on a street that is filled with free parking. For formal responses to be received to the RFP, it has to be done in conjunction with the entire block converted to paid parking but identifying free spaces for quick transactions so there is no need to valet if picking up order at a store or getting a cup of coffee. The valet service will be for visitors who will be there for long-term purposes probably two or three hours. As this street is so popular, the concern is that there may not be enough inventory on the street for the valet operators to store the vehicles, so off-street parking will be necessary. The valet operators will need to work with private property owners to secure spaces in private parking lots.

Mr. Boodheshwar stated that the first step in the process will be to convert the free spaces to paid parking and then transition to the draft Scope of Services specific to Worth Avenue. The requirements are much more simplified than before and there are now certain things the Town will provide such as the equipment, stands, branding, etc. so there is a consistent theme for the Town service operated by a vendor.

Member Lindsay expressed her agreement with the proposal and suggested that merchants give free parking to customers as an incentive. She reported that an experimental group (valet) from last year stated that one of the challenges they encountered at the valet station was the FEDEX and delivery trucks pulling into the spaces and blocking them. She suggested installing a few spaces for truck loading on the avenue. Mr. Boodheshwar stated there will be some “Valet Only” spaces on the avenue but the valet operator will still need to partner with the private lots to secure off-street parking and make it part of their business model.

Chair Crampton inquired if this valet service program would be a re-run of the pilot program from last year. Mr. Boodheshwar commented that this process was more formal in that there would be some reserved spaces on the avenue but the operator would be required to find off-street parking.

Chair Crampton stated that there were now spaces opened on Australian Avenue due to a previous decision.

Mr. Boodheshwar showed a map of Worth Avenue with the different types of parking and valet stands marked. He explained that the east side of the 100 block (purple) is paid parking with a few 30-minute free spaces mixed in. He suggested having valet stands on the 100, 200 and 300 blocks or may be just one stand in the 200 block. Chair Crampton suggested the stand should be in the 200 block. Mr. Boodheshwar mentioned that the incentive is for the valet service to be one of the primary options for visitors.

Member Lindsay suggested having a stand in front of Saks Fifth Avenue as there is a lot of parking on that block as there are a lot of empty stores, and also one in the 300 block.

Chair Crampton stated that the recommendation from the Committee would be a valet arrangement be in effect this season on Worth Avenue. Member Lindsay reminded him that the RFP has not been released so it will not be at the start of the season.

Motion was made by Member Lindsay and seconded by Chair Crampton to direct staff to proceed with an RFP for this season for valet services on Worth Avenue. On roll call, the Motion passed unanimously.

Mr. Boodheshwar expressed his concern regarding removing free parking spaces which could become problematic.

B. New Business

1. 6-month Status Report on Previously Approved Expansion of Placard Parking Program and Discussion Regarding Additional Expansion Opportunities

Jay Boodheshwar, Deputy Town Manager

Mr. Boodheshwar gave a historical overview of the placard parking expansion program. He stated that there was a diverse mix of individuals who bought the placards. For the 200 and 300 blocks of Peruvian Avenue, he stated that the expansion of the placards would increase the current street allotment by 6, from 24 to 30 placards. These two blocks have a total of 96 people on the waiting list. After a brief discussion, the Committee recommended the allotment of the additional 6 placards.

Mr. Boodheshwar gave an overview of the parking spaces located on the 400 blocks of Brazilian, Australian and Peruvian Avenues. He suggested the following allocations:

- 400 block Brazilian Ave (north and south): 8 placards
- 400 block Australian Ave (south): 8 placards
- 400 block Chilean Ave (north and south): 11 placards

Member Lindsay expressed concern regarding allocating many of these placards, particularly on Brazilian and Australian Avenues. Mr. Boodheshwar explained the use of the placards by the different groups of people who park on the block such as vendors, customers, etc. There is major concern regarding the vendors servicing the Marina customers. Mr. Boodheshwar stated the staff will be doing an assessment of the RPP regulations in these three 400 block areas and also the supply and demand issue. After which it will be brought back to the Committee for further discussion.

2. Expansion of 30-Minute Free Parking to Promote Vehicular Turnover
Jay Boodheshwar, Deputy Town Manager

Chair Crampton mentioned that two main issues are ParkMobile and parking enforcement. Member Lindsay stated that historically it was always promised that meters would never be installed on Worth Avenue and we should agree to use ParkMobile.

Mr. Boodheshwar explained the reasoning in how the 30-minute free spaces are installed in each block of the avenue. There are 4 on the 100 block and the 200/300 block will have 12 spaces spread throughout the 2 blocks.

After lengthy discussion, it was the consensus of the Committee to direct staff to move forward with the RFP for valet services and to recommend to the Town Council to install several 30-minute free spaces among the two-hour parking spaces on Worth Avenue.

Chair Crampton requested staff get the Worth Avenue merchants opinions regarding the parking issue.

Public Comments

John David Corey, 426 Australian Avenue, spoke regarding establishing parking guidelines and using some of the Town employee parking spaces after hours for residents.

VI. ANY OTHER MATTERS

Member Lindsay spoke regarding the opening of the Marina and commended the staff on working with the neighbors to keep everyone happy.

Mr. Boodheshwar suggested the next meeting should be scheduled for early December.

VII. ADJOURNMENT

The Business and Administrative Committee Meeting of October 14, 2021, was adjourned at 10:58 a.m. without benefit of a Motion.

APPROVED:

Lewis S.W. Crampton, Chair

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Proposed Expansion of Existing Placard Parking Program on the 200 and 300 Blocks of Peruvian Avenue

Date: November 1, 2021

STAFF RECOMMENDATION

Staff recommends Town Council approval of the proposed expansion of the existing Placard Parking Program on the 200 and 300 blocks of Peruvian Avenue, as recommended by the Business and Administrative Committee (BAC).

GENERAL INFORMATION

At the October 12, 2021, Town Council meeting staff provided a 6-month status report regarding the April 13, 2021, approved expansion to the placard parking program. After hearing favorable input from staff regarding the expanded program Council granted another 6-month approval of the expanded placard areas to ensure the success of the program during the peak season. Staff will be back to Council in April 2022 with another update and will seek permanent approval of the expanded placard areas at that time, assuming no adverse impacts are experienced during the peak season.

At the October 14, 2021 BAC meeting staff had a lengthy discussion with the BAC regarding the continued supply/demand gap for placard parking in the mid-town area. Although there was a net addition of 25 spaces in the Placard Parking Program expansion approved by Council, the loss of 40 placards on S. Lake Drive has contributed to the continued high demand for placard parking in the Mid-Town area. Staff reported that the current Placard Parking Program is inclusive of 305 on-street placard allocations on various streets throughout the Town. There is a waiting list of 157 people who would like to participate in the placard program, with most interested in the areas between Worth Avenue and Royal Palm Way.

In an effort to chip away at the supply/demand gap for placard parking, staff reviewed additional expansion opportunities in the 400 blocks of Brazilian, Australian, and Chilean, but decided it was best to leave the current regulations on these streets “as-is” for now and monitor how the new marina operations and the improved park will affect parking patterns before recommending

policy changes to the Town Council. In the meantime, the BAC did recommend approval of a minor expansion of placard allocations in the existing Placard Parking Program areas on the 200 and 300 blocks of Peruvian, which has “metered” parking as the underlying default parking regulation. The recommended expansion would increase the current allotment of 24 placards on these two blocks by 6, for a total of 30 placards (15 for each block). There are 76 total on-street spaces on these two blocks, which have nearly 100 people on the waiting list.

cc: Carolyn Stone, Assistant Town Manager
Department Directors
Parking Committee

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

COVID-19 Update

Kirk W. Blouin, Town Manager

a. COVID-19 Monthly Report

Darrel Donatto, Fire Rescue Chief

b. Discussion Regarding Board, Commission and Committee Meetings Format and Participation for Upcoming Meetings

Margaret A. Zeidman, Council President

Presenter

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Coastal Update

H. Paul Brazil, P.E., Director of Public Works

a. Shoreline Condition Update

b. Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon and Construction of the 2022 Palm Beach Harbor Inlet Maintenance Dredging Project

c. RESOLUTION NO. 140-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Design, Permitting, and Implementation of the Mid-Town Mitigation Program in an Amount Not-to-Exceed \$204,374, and Establishing an Engineering Services Task Budget of \$225,000.

d. 2021 Dune Restoration Discussion for Reaches 3, 4, 7, and 9

Presenter

ATTACHMENTS:

- ▣ **b. Memorandum Dated October 25, 2021, H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Department of the Army Corps of Engineers Letter**
- ▣ **c. Memorandum dated October 27, 2021, from H. Paul Brazil, P.E. Director of Public Worksul Brazil, P.E.,**
- ▣ **c. Resolution No. 140-2021**
- ▣ **c. ATM Proposal**
- ▣ **d. Memorandum Dated October 28, 2021, H. Paul Brazil, P.E., Director of Public Works**
- ▣ **d. Exhibit**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk. W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Consideration of Waivers to Town Code for Construction Dates, Hours, and Noise for Staging in the Lake Worth Lagoon and Construction of the 2022 Palm Beach Harbor Inlet Maintenance Dredging Project

DATE: October 25, 2021

STAFF RECOMMENDATION

Town staff recommends Town Council approve a waiver for the United States Army Corps of Engineers (USACE) to allow construction related activities outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels in the staging area shown in the request from the USACE.

In addition, staff recommends that the Town Council approve a waiver for the USACE to allow construction related services outside of the Town Code of Ordinances restrictions for construction dates, hours, and noise levels for dry beach placement activities between the inlet jetty and approximately Palmo Way.

GENERAL INFORMATION

The USACE plans to commence dredging of the Palm Beach Inlet as early as January 6, 2022 which will include placement of the sand on the dry beaches in Reaches 1 and 2. Town staff is working with USACE staff to be sure that the project is at least-impactful to the residents as possible.

The USACE intends for their contractor to utilize the Lake Worth Lagoon for project staging of offshore equipment. Because the Lake Worth Lagoon east of the Intracoastal Waterway's centerline is within the jurisdictional limits of the Town of Palm Beach, work performed in this area must either conform to the Town Code of Ordinances or be allowed by the Town Council.

This USACE request includes waivers of the following sections of the Town Code of Ordinances:

Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays (commencing on December 1st and ending May 1st).

Section 42-199 – prohibits work between 5:00pm and 8:00am.

Sections 42-226 through 229 – regulates noise, equipment operation, work hours, and the standard Town requirement to “stand down for the season”.

The proposed staging area is the same location used successfully by the USACE in 2020, which is located near to the Port of Palm Beach and nearly 1/3-mile from the Town’s lagoon-front shoreline. No complaints were received when the proposed staging area was used during the past event.

The USACE has developed plans and specifications that include dry beach placement for the dredged sand. Heavy equipment will be brought onto the beach at Merrain Road. Like the Mid-Town and Phipps nourishment projects, construction on the beach will occur 24 hours a day and seven (7) days a week. Therefore, Town staff recommends that Town Council include the same waivers to Sections 42-198, 199, and 226 through 229 of the Town Code of Ordinances for construction on the beach when considering approval of waivers for the staging area.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item. The U.S. Army Corps of Engineers places all sand from the inlet maintenance dredging project on the Town’s beaches at no cost to the Town.

Attachment

cc. Patricia Strayer, P.E, Town Engineer
Robert Weber, Coastal Program Manager
Chris McNees, USACE



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

Programs and Project Management Division
Water Resources Branch

Mr. Robert Weber
Coastal Program Manager
Town of Palm Beach
951 Okeechobee Road, Suite A
West Palm Beach, FL 33401

Dear Mr. Weber:

The Jacksonville District, U.S. Army Corps of Engineers (Corps) is preparing to initiate a maintenance dredging event for Palm Beach Harbor. The dredged material will be placed on the permitted beach disposal area located within the Town of Palm Beach, immediately south of the Lake Worth Inlet's south jetty. The work is anticipated to start in January 2022 and be completed by April 30, 2022. The Contractor is anticipated to operate marine and shore-based equipment 24 hours a day / 7 days a week. The Corps requests approval from the Town Council for the Contractor to stage within the Town of Palm Beach's jurisdictional limits of Lake Worth Lagoon. In addition, a construction staging area is planned immediately south of Lake Worth Inlet, along the south jetty. The work areas are shown on the attached figures from the project's plans and circled for your ease of reference.

The Corps is requesting variance on the following Town Code of Ordinances for the proposed work:

- Section 42-198 – prohibits operation of equipment or machinery during winter, Sundays, and legal holidays
- Section 42-199 – prohibits work between 5:00 pm and 8:00 am
- Sections 42-226 through 229 – regulates noise, equipment operation, and work hours and the standard Town "stand down for the season" requirement

If you have any further questions or need any additional information, please feel free to contact the undersigned at 904-232-2132.

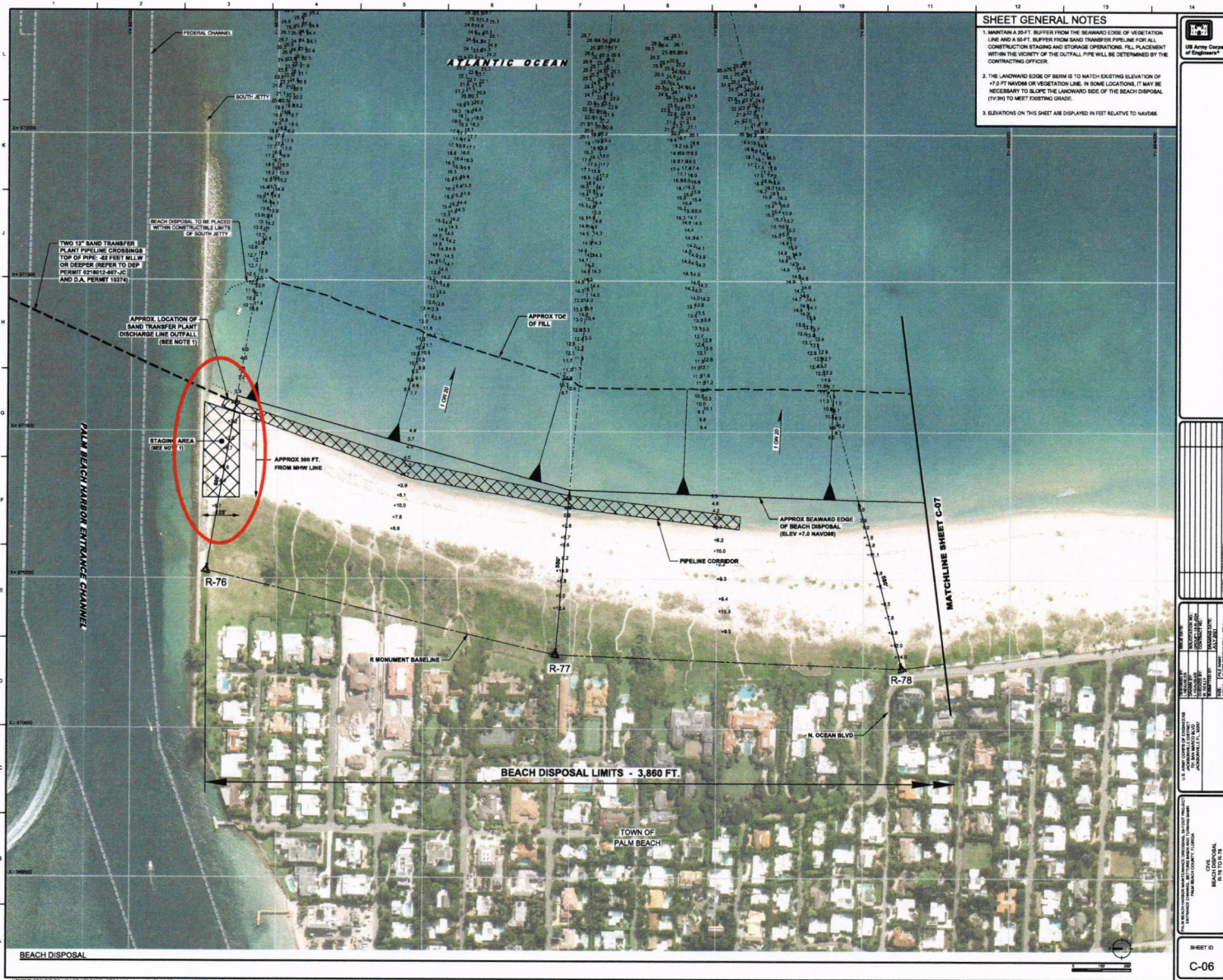
Sincerely,

MCNEES.MICHAEL
L.C.1594579573

Digitally signed by
MCNEES.MICHAEL.C.1594579573
Date: 2021.09.28 15:32:53 -04'00'

Chris McNees
Project Manager





TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk. W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E. Director of Public Works

RE: Approving a Purchase Order for 2021 Mid-Town Mitigation Reef Design,
Permitting, and Construction Services
Resolution No. 140-2021

DATE: October 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 140-2021 approving a purchase order to Applied Technology & Management, Inc. (ATM), in an amount of \$204,374 and establishing an engineering services budget of \$225,000 to complete permitting, planning, and construction observation related to implementation of the State-approved mitigation program for the Mid-Town Beach Nourishment project.

GENERAL INFORMATION

On April 26, 2013, the FDEP issued a permit modification to the Town of Palm Beach which approved a mitigation program to offset temporary nearshore hardbottom impacts from the 2003 and 2006 Mid-Town Beach Nourishment projects. This was a necessary action in preparation for the Beach Management Agreement to be signed later that year.

In 2018, U.S. Congress approved Mid-Town as a Federal project. The limits of the project, as identified in the Project Partnership Agreement with the USACE in 2019, extend by about a mile from the current south limit near Banyan Road to near Southern Boulevard. This extended area is along a portion of the shoreline outside of any beach project limits. A new location for the mitigation is required to meet our regulatory obligations and allow sand placement along this additional one-mile stretch of beach for the next beach renourishment of Mid-Town is constructed. In preparation for the next nourishment, an Erosion Control Line has been established in this extended area and the Town is beginning the process to gather easements. The next Mid-Town project is planned for 2028, but could happen sooner if the USACE needs to respond following a storm event.

ATM has provided a proposal which includes the necessary engineering, environmental, and construction support to permit, plan, and monitor construction of a newly sited artificial reef and coral nursery.

FUNDING/FISCAL IMPACT

Previous SPB recommended and Town Council approved Coastal Management Program budgets include sufficient funds for this work. The remaining amount of the current Mid-Town mitigation purchase order, in the amount of approximately \$105,000, will be liquidated to partially offset the cost of a new purchase order.

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc. H. Paul Brazil, P.E., Director of Public Works
Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Program Manager

RESOLUTION NO. 140-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR DESIGN, PERMITTING, AND IMPLEMENTATION OF THE MID-TOWN MITIGATION PROGRAM IN AN AMOUNT NOT-TO-EXCEED \$204,374, AND ESTABLISHING AN ENGINEERING SERVICES TASK BUDGET OF \$225,000.

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc. (ATM), in an amount not-to-exceed \$204,374.00 for design, permitting, and implementation of the Mid-Town Mitigation Program and establishes an engineering services task budget of \$225,000.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular, adjourned session of Town Council of the Town of Palm Beach assembled this 9th day of November 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



October 18, 2021

Rob Weber
Coastal Program Manager
Public Works Department
P.O. Box 2029
Palm Beach, FL 33480-2029

**RE: Mid-Town Mitigation Reef Design, Permitting and Construction
Project Proposal**

Dear Mr. Weber:

Please find attached our proposal for the above referenced project. This effort will be conducted with primary support provided by Coastal Eco-Group, Inc. (CEG) for biological surveys and environmental support. Their proposal is provided as an attachment to this letter in addition to ATM's cost summary.

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for professional services between the Town of Palm Beach (TOWN), Florida and Applied Technology & Management (CONSULTANT), hereafter referred to as the Agreement.

Project Background

This proposal provides consulting services in support of the design, permitting and construction of a mitigation reef to offset functional habitat losses associated with the Mid-Town Nourishment Project. Reef construction is a regulatory requirement of the FDEP under the Beach Management Agreement (BMA) (**Ref. Permit Mod. No. 0164713-010-JN**). This proposal provides engineering, environmental, and construction support for the mitigation reefs required under this FDEP permit modification. Additional environmental support will be provided by Coastal Eco-Group (CEG) as delineated within this proposal.

Specific Tasks are delineated within the following Scope of Services:



APPLIED TECHNOLOGY & MANAGEMENT, INC.

2047 VISTA PARKWAY • SUITE 201 • WEST PALM BEACH, FL 33411 • 561.659.0041



SCOPE OF SERVICES

Task 1: Mitigation Reef Detailed Design

Under this task, ATM in conjunction with CEG will develop a detailed reef design which addresses the regulatory, biological and engineering requirements of this project. It is noted that previously delineated reef areas are no longer viable due to the southern extension of the Federal Mid-Town Nourishment Project requiring the identification of new mitigation areas. Current State and Federal agency provisions including the updated South Atlantic Regional Biological Opinion (SARBO) further influence the siting of mitigation reef areas.

Task 1.1: Field Investigations and Project Siting

Artificial reef siting field investigations will be conducted as delineated within the attached CEG proposal. This field investigation will provide the basis for site delineation and detailed design.

Task 1.1 Deliverable: A field observation memorandum will be prepared at the conclusion of the field investigation. This document will summarize field observations and provide recommendations for reef location and design.

Task 1.2: Mitigation Reef Detailed Design

Based on the results of Task 1.1 a bathymetric survey and engineering evaluation of the identified receiver sites will be conducted. The bathymetric survey will be conducted at no greater than a 200-foot line spacing and will conform to FDEP-BBCS technical standards. An evaluation regarding minimum module and rock size will be developed based on previous regional reef deployments and a performance standard for reef material (rock and module) will be developed. Engineering and easement drawings sufficient for project review and construction will be developed including rock/module sizing, quantities, orientation and deployment locations. It is assumed that multiple locations will be defined for reef deployment.

Task 1.2 Deliverable: A memorandum inclusive of engineering design drawings, project volumes, deployment areas and probable cost will be developed.

Task 2: Project Regulatory Review

It is assumed that the existing major modification (**Permit No. 0164713-010-JN**) will provide the basis for State regulatory review of the project and a Joint Coastal Permit Application (JCP) will not be required. This will require the execution of an appropriate permit vehicle (permit modification, inclusion in the BMA, new Mid-Town permit or equivalent) and submission of the Notice to Proceed items as stated within Specific condition 3 of the previous project permit modification. As the appropriate State permit vehicle has yet to be determined, this Task has been scoped to accommodate whichever path is deemed most appropriate by the FDEP. It is assumed within this proposal that a Federal permit and consultation will be required. Additional support on the biological aspects of the project will be provided by (CEG) as delineated within their attached proposal.



Specific subtasks will include the following:

Task 2.1: FDEP Consultation

The Project Team will consult with FDEP staff regarding both the mitigation plan and approval process. The Project Team will engage with FDEP staff to execute the approval path as defined through agency consultation. The Project Team will prepare review and supporting materials as requested by the FDEP to facilitate this process. It is anticipated that at a minimum supporting documentation will include permit drawings, project plans and specifications and description of project construction means and methods.

Task 2.1 Deliverable: Copies of all correspondence and submittals provided to the FDEP will be submitted to the Town for review and comment prior to submittal.

Task 2.2: Consultation with USACE

As a Joint Coastal Permit (JCP) application is not anticipated to be required, a formal Federal permit request will be developed based on the information developed for the FDEP and the results of Task 1. Upon submittal of the application, the Project Team will schedule and participate in a pre-application meeting. The meeting will either be virtual or held at the USACE's offices in Palm Beach Gardens, FL. ATM will prepare a meeting agenda and present the project design for discussion with USACE. The meeting will identify the critical items and best approach to consultation with the commenting agencies. ATM will continue to coordinate with USACE and provide any requested information needed for subsequent consultations with the commenting agencies. Representation by local NMFS interests at this meeting will be encouraged.

Task 2.2 Deliverable: A draft submittal for the review meeting will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to the USACE and Federal commenting agencies will be submitted to the Town for review and comment prior to submittal.

Task 2.3: Respond to USACE Public Notice Items

In response to the application, the USACE will likely request additional information to complete the Public Notice. ATM will coordinate delivery of this information to the USACE. The USACE will then publish a Public Notice for the proposed project. ATM will review the comments to the Public Notice as provided by USACE and prepare a response to USACE as appropriate.

Task 2.3 Deliverable: A draft response to Public Comments will be provided to Town Staff for review and comment prior to submittal to the USACE.

Task 2.4 – Respond to USACE, NMFS and FWS Requests for Additional Information

It is anticipated that the regulatory agencies (NMFS, USFWS, USACE) will request additional information during their consultation. ATM will review up to three requests for additional information (RAI's) and prepare a response as appropriate to the additional information requested. ATM will review responses with Town Staff prior to submission.



Task 2.4 Deliverable: Copies of all correspondence and submittals provided to the regulatory agencies will be submitted to the Town for review and comment prior to submittal.

Task 3: Plans, Specifications and Bidding Support

ATM will develop the bid package and provide administration for project bidding. Subtasks include:

Task 3.1. - Plans and Specifications.

ATM will develop a bid set of plans and specifications sufficient for project bidding. This package will consist primarily of the project plans and technical specifications. These will be incorporated into the Town's general front end (boilerplate) bidding/contract documents. It is assumed that the final bid package will be electronic (PDF).

Task 3.1 Deliverable: A draft copy of the plans and specifications will be prepared for Town Staff review.

Task 3.2. - Bid Support

ATM will conduct a pre-bid conference with potential bidders and will address questions received from potential bidders. If necessary, ATM will develop amendments to the bid. Upon receipt of bids, ATM will review the submittal packages and provide a recommendation to the Town regarding bid award.

Task 3.2 Deliverable: Addendums as appropriate will be prepared. All documentation will be provided to Town Staff in draft form for review and comment prior to finalization.

Task 4 : Construction Administration and Observation

The Project Team will provide project administration and observation to support project conformance with the plans and specifications, project permit and conditions of the construction contract.

Task 4.1: Pre-Construction Meeting

ATM will notice and direct a pre-construction conference with relevant parties including relevant regulatory agencies, Town Staff and the project contractor. ATM will prepare a meeting agenda and project overview documents to support meeting execution.

Task 4.1 Deliverable: A draft submittal for the pre-construction conference will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to the FDEP will be submitted to the Town for review and comment prior to submittal.

Task 4.2: Project Management and Site Inspection: ATM will provide engineering construction support services on an as needed basis as required for Project Certification and as directed by



the Town. ATM will provide construction observation through regular on-site review of construction progress with the Contractor and Town. On-site visits will be conducted based on construction progress by the Contractor and in consultation with the Town. ATM will observe the construction with regard the Contractor's compliance to the contract plans and specifications and regulatory permit conditions. ATM will notify the Town and construction contractor of any observed deficiencies. ATM will provide on-site coordination with the Contractor and Town as part of this task. During the construction process ATM will provide administrative support on an as-needed basis including Contractor coordination and review of Contractor invoices. Upon notification from the Contractor of completion of construction, ATM will coordinate a site inspection and develop a punch-list for the Contractor to complete prior to a recommendation for final payment. ATM will coordinate with the Town and Contractor as necessary to address field changes, payment requests, punch list completion, and permit-required submittals to the regulatory agencies.

ATM senior staff will attend a weekly project update and coordination meeting with the Town and Contractor. Regular observations will be conducted by local ATM staff within experience in mitigation reef construction.

Task 4.2 Deliverables:

- 1) ATM will provide brief summary reports of project progress to the Town for every onsite observation event. Additional documents will be prepared and submitted to the Town as appropriate during construction.
- 2) ATM will provide the Town with copies of permit-required regulatory agency submittals including project certification.
- 3) ATM will provide the Town with a recommendation for payment associated with Contractor invoice submittals.

FEES

Attachment "A" of this proposal provides detailed costs and expenses. *Invoicing shall be on a time and materials basis not to exceed the total task budget outlined herein consistent with the existing master services agreement rates and conditions. A summary of fees is provided in Table 1 below. All tasks will be completed for a not to exceed fee of \$204,374.00.*



Table 1
Summary of Fees

Task Description and Breakdown		ATM Total Labor	Sub-consultant*	Internal Direct Expenses*	Total Task Budget
Task 1 Field Surveys and Design					
1.1	Field Investigations and Project Siting	\$8,080.00	\$53,784.00		\$61,864.00
1.2	Field Surveys and Design	\$23,490.00		\$2,400.00	\$25,890.00
Total Cost - Task 1		\$31,570.00	\$53,784.00	\$2,400.00	\$87,754.00
Task 2 Project Regulatory Review					
2.1	FDEP Consultation	\$9,980.00	\$12,820.00		\$22,800.00
2.2	USACE Consultation	\$13,200.00			\$13,200.00
2.3	Respond to Public Notice Items	\$8,960.00			\$8,960.00
2.4	Respond to Fed Agency RAI's	\$12,760.00			\$12,760.00
Total Cost - Task 2		\$44,900.00	\$12,820.00	\$0.00	\$57,720.00
Task 3 Plans, Specifications and Bidding Support					
3.1	Plans and Specs Development	\$14,620.00			\$14,620.00
3.2	Bidding Support	\$8,370.00			\$8,370.00
Total Cost - Task 3		\$22,990.00	\$0.00	\$0.00	\$22,990.00
Task 4 Construction Administration and Observation					
4.1	Pre Construction Conference	\$7,280.00			\$7,280.00
4.2	Engineering Observation and Certification	\$26,230.00		\$2,400.00	\$28,630.00
Total Cost - Task 4		\$33,510.00	\$0.00	\$2,400.00	\$35,910.00
Total Task Order Costs		\$132,970.00	\$66,604.00	\$4,800.00	\$204,374.00

1. Biological /Environmental Support as delineated in CEG proposal dated 8/20/21

* - Direct Costs/Expenses shall be invoiced at cost per the Agreement.

SCHEDULE

ATM can initiate services immediately upon receipt of Notice to Proceed (NTP). It is noted that execution of this Scope of Services is contingent on receipt of information and Agency action provided by others and cannot ensure the timeliness of agency actions. The following schedule is assumed.

TASK

Task 1: Mitigation Reef Detailed Design
Task 2: Plans, Specifications & Bidding
Task 3: Construction Administration & Observation

ESTIMATED COMPLETION

90 days from NTP
135 days from NTP
225 days from NTP

Should you have any questions regarding this proposal, please feel free to contact me at your convenience.



Sincerely,

Applied Technology & Management, a Geosyntec Company



Michael G. Jenkins, Ph.D., P.E.
Senior Principal

Attachments:

Attachment A
CEG Proposal



TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk. W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: 2021 Dune Restoration Discussion for Reaches 3, 4, 7 and 9

DATE: October 28, 2021

STAFF RECOMMENDATION

Town staff recommends that the Town use the existing regulatory authorizations, existing FEMA cost-sharing, and the contract approved by Town Council earlier this year, to perform dune restoration in Reach 4 (south end of Mid-Town) and Reach 9 (Town of South Palm Beach) using the sand stockpile created with the recent Phipps Ocean Park Beach Nourishment project.

GENERAL INFORMATION

Following construction of a sand stockpile with the Phipps Ocean Park Beach Nourishment Project in early 2021, sand was truck hauled and dune restoration was performed in the Sloan's Curve area of Reach 7, Reach 8, and Reach 9 in the Town of South Palm Beach. The dune work completed in Reaches 7 and 8 were eligible for FEMA cost-sharing. Due to sea turtle nesting season, dune restoration construction efforts had to be stopped in May 2021 and sand was not placed in Reaches 3 and 4. Regulatory authorization and a contract is in place to resume the work.

Reach 3

Sand placement in this area would be between Wells Road and approximately Sunset Avenue. The majority of this area includes the section of shoreline where oceanfront residents have decided against providing the Town with perpetual easements to allow the U.S. Army Corps of Engineers to place sand because standard language in the agreement allows for the public to use the beach for traditional recreational purposes. Residents in this area have roped off the section of the dry beach where this sand would be placed. Police enforcement has been challenging. Town staff recommends that the Town not place sand in this area at this time. The current healthy condition of the shoreline in this area does not warrant action to be taken right now to maintain storm protection. The next planned project in Mid-Town is in 2028.

Lastly, FDEP has requested that the Town clearly mark Root Trail as a public access point in order to continue receiving applicable cost-sharing for the Mid-Town project. In order to maintain consistency with other Town's public beach accesses, Town staff is planning to install the same state-issued blue "Beach Access" signs (see attached).

Reach 4

The Town is looking to maximize FEMA cost-sharing for dune restoration in this reach between Hammon Avenue (South end of the municipal beach) and approximately Banyan Road. While this area is part of the current Federal Shore Protection Project (FSPP), these FEMA funds were obtained prior to the establishment of the Project Partnership Agreement with the USACE. Since the project is now Federal, FEMA funds cannot be used to nourish the beach; however, since dune restoration is not currently a component of the FSPP, the use of FEMA funds to re-establish a dune in this area is eligible. Therefore, since access through Peruvian Avenue and all easements are in place in this area, Town staff would suggest that dune be placed along this stretch of beach. The dune would be similar in dimensions to what was previously constructed so that vistas are maintained, no attractive nuisance is created, and the volume of wind-blown sand would be reduced during a storm event minimizing negative impacts to oceanfront properties.

Reach 7

The mild hurricane season has limited any erosion of the newly dune constructed in the Sloan's Curve area earlier this year. There is no space on the beach to add more sand in this area without creating a high potential for escarpments that would need to be remedied during sea turtle nesting season. There are no remaining FEMA cost-sharing funds available in this area. The next time this section of the shoreline is scheduled to receive sand is in 2024 with the next Phipps Ocean Park Beach Nourishment Project.

Reach 9

The Town of Palm Beach successfully placed 20,000 cubic yards of sand in the Town of South Palm Beach between April and May 2021. South Palm Beach reimbursed the Town for 100% of this cost. South Palm Beach is looking to again place sand available from our stockpile in order to address some of the erosion that they experienced this year. A healthier beach in Reach 9 helps stabilize the Town's beaches in Reach 8. Town staff would recommend that we continue to assist our neighbors to the south with this request. The Town of South Palm Beach will reimburse the Town of Palm Beach for the cost of placing sand.

Dune Planting

Town staff is developing a dune planting scope of work to solicit bids and return to Town Council for approval at a future meeting to vegetate the dunes constructed in 2020, and possibly 2021, in Reaches 4, 7, 8, and 9 before May 1, 2022.

FUNDING/FISCAL IMPACT

All dune restoration work mentioned above is to be performed within the authorization provided by Town Council in March 2021 through Resolution No. 027-2021. Sand placed in Reach 4 will be eligible for 75% FEMA reimbursement and sand placed in Reach 9 will be reimbursed 100% by the Town of South Palm Beach.

Attachment

cc. Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Program Manager

BEACH ACCESS

TOWN OF
PALM BEACH



Florida
Coastal
Management
Program



TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

RESOLUTION NO. 129-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design, Permitting and Construction Phase Engineering Services to Chen Moore & Associates in an Amount of \$59,779 for the Root Trail Gate Ocean Access, and Establishing an Engineering Phase Budget of \$68,500.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated October 27, 2021, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 129-2021**
- ▣ **CMA Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Approve a Change Order for Engineering Services for the Root Trail Beach Access Gate
Resolution No. 129-2021

DATE: October 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 129-2021 approving a purchase order to Chen Moore and Associates, (CMA), for Design, Bid, and Construction Phase Engineering Services in the amount of \$59,779 for the Root Trail Beach Access Gate, and establishing a Design, Bid, and Construction Phase Engineering budget of \$68,500, including contingency.

GENERAL INFORMATION

Public Works has been asked by Town Council to install an Access Gate at Root Trail. To complete this task staff solicited a proposal from one of the three continuing services engineering firms the Town has under contract. Chen Moore and Associates provided a proposal which includes preparing design plans, ARCOM submittal, resident coordination, and construction bid documents. Below is the anticipated process and schedule for review and approval of the Root Trail Beach Access Gate:

September 2021	Town Council directed staff to take the Root Trail Beach Access Gate to Architectural Review Commission (ARCOM). There were only two weeks between the meeting and when backup was due and we could not present the attached architect/engineering proposal at the October Town Council meeting. Therefore we are presenting the requested proposal at this meeting in November.	Start
November 2021	Town Council authorizes the proposed scope and purchase order for the architect/engineer for the design of the Root Trail Beach Access Gate.	2 months
December 2021	Staff and Consultant will meet with PZB for a pre-submittal meeting for the ARCOM submittal.	3 months
January 2022	Architect/Engineer Consultant will prepare ARCOM submittal package and in anticipation of Town Council approval will submit to PZB on January 3, 2022. Concurrently they will meet with the adjacent residents for review and finalize design. This is with the intent of presenting the design to Town Council at the January 11, 2022 meeting.	4 months
February 2022	Consultant will meet with PZB staff and ARCOM members to review proposed plans.	5 months

March 2022	Root Trail Beach Access Gate plans to be presented at March 23 ARCOM. This schedule assumes only one ARCOM meeting to achieve approval. Assuming ARCOM approves the same plans that TC approved in January, staff will submit the plans to Purchasing for bid. A specialized fence and gate will take longer to fabricate and will require at least 6 weeks once bids are awarded.	6 months
April 2022	ARCOM approval will be presented to TC for approval.	7 months
June 2022	Earliest possible installation.	10 months

The above schedule assumes best case scenarios in getting approvals, bids and materials. Any one of these can push the schedule out by months.

FUNDING/FISCAL IMPACT

Funding for the Root Trail Beach Gate Access Design, Permitting, and Construction Phase Engineering Services will be funded from the Town's Capital Fund contingency.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane LeClainche, Director of Finance
Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Dean Mealy, Purchasing Manager

RESOLUTION NO. 129-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR DESIGN, PERMITTING AND CONSTRUCTION PHASE ENGINEERING SERVICES TO CHEN MOORE & ASSOCIATES IN AN AMOUNT OF \$59,779 FOR THE ROOT TRAIL GATE OCEAN ACCESS, AND ESTABLISHING AN ENGINEERING PHASE BUDGET OF \$68,500

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Chen Moore and Associates., in an amount of \$59,779 for Design, Permitting, and Construction Phase Engineering Services for the Re-Establishment of the Root Trail Beach Access Gate, and establishes an Engineering Phase Budget of \$68,500.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of November 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

October 20, 2021

SENT VIA EMAIL
(MRoach@TownofPalmBeach.com)

Dean Mealy
Purchasing Agent
Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480

Subject: **Root Trail Ocean Gate Access Design, Permitting and Construction Phase Services**
CMA Proposal: P21.431.05

Dear Mr. Mealy:

Chen Moore and Associates (CMA) is pleased to submit the following proposal for professional assistance with the Root Trail Ocean Gate Access Design, Permitting and Construction Phase Services. The primary design work will be completed by CMA's Subconsultant, PGAL with assistance by their sub-consultants Jezerinac Group.

I. SCOPE OF SERVICES

The Scope of Services is comprised of the following tasks:

- Task 1 – Physical Assessment, Existing Documentation and Code Research
- Task 2 – Conceptual Design, Preparation of Three Concepts
- Task 3 – Prepare Final Design and Present to ARCOM
- Task 4 – Prepare Design and Presentation to Town Council
- Task 5 – Bidding Phase Services
- Task 6 – Construction Phase Services

Below is a description of the services included with each of these essential tasks:

Task 1 – Physical Assessment, Existing Documentation and Code Research

The Consultant Team will conduct a site assessment without team (architectural) to physically verify all existing conditions including photo documentation and measurements of the site area. Also review all zoning and code requirements to height and gate requirements. The consultant will also contract and have prepared a topographic survey by Engenuity Group, of the area, for use in the design.

Task 2 – Conceptual Design, Preparation of Three Concepts

The Consultant will prepare three gate concepts to present to Town staff to documenting all existing conditions and details including.:

- Plan
- Elevations
- Details
- Locking Options
- ADA Requirements
- Accessibility for Police ATV and UTV vehicles
- Special Architectural Features
- Sketch and Legal Description if needed

Task 3 – Prepare Final Design and Present to ARCOM

Based on the comments and approval from the review of the three concepts by Town staff, the consultant will develop the final design to present to ARCOM for approval. As part of Task 3 the consultant will address comments and resubmit (up to two(2) times) to ARCOM. Work will include the following:

- Prepare ARCOM Application
- Illustrative plans
- Elevations
- Materials and Finishes
- Renderings
- Preparing notices and delivering/mailing to the Public

Task 4 – Prepare Final Design and Present to Council

After the ARCOM approval the Consultant the final design will be presented to Town Council. Work will include the following:

- Illustrative plans
- Elevations
- Materials and Finishes
- Renderings

Task 5 – Prepare Construction Documents for Bidding

The design team will take the approved ARCOM and Town Council approved documents and prepare permit and bid documents. The team will assist the Town in answering Bid RFI's and evaluating the final bids.

Task 6 – Construction Phase Services

During construction phase services the consultant will review shop drawings, answer RFIs, and conduct two site visits.

II. EXCLUSIONS

The services outlined below are not included as part of the scope of work, although additional service agreements can be executed to assist the Town with these services if necessary:

1. Environmental or geotechnical engineering

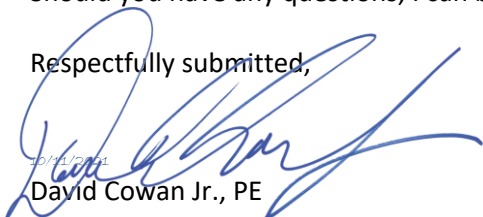
II. COMPENSATION AND SCHEDULE

The work is proposed to be compensated on a lump sum basis for a proposed total fee of \$59,779. The work is anticipated to be completed within 8 weeks of issuance of Notice To Proceed (NTP). Below is a breakdown of the fee and schedule by task.

Task	Description	CMA Fee	PGAL Fee	Engenuity Group	Total Fee	Weeks from NTP
1	Physical Assessment	\$1,000	\$780	\$1,824	\$3,604	3
2	Conceptual Design	\$2,000	\$5,080	\$700	\$7,780	8
3	Prepare Final Design for ARCOM	\$8,900	\$8,350		\$17,250	12
4	Prepare Final Design for Council	\$1,640	\$675		\$2,315	16
5	Bidding Phase Service	\$2,640	\$7,740		\$10,380	18
6	Construction Phase Service	\$5,280	\$13,170		\$18,450	20
Total		\$21,460.00	\$35,795.00	\$2,524.00	\$59,779.00	

Should you have any questions, I can be reached via email at dcowan@chenmoore.com.

Respectfully submitted,



David Cowan Jr., PE
Senior Engineer
Chen Moore and Associates

EXHIBIT A - FEE PROPOSAL
Town of Palm Beach
Root Drive Ocean Gate Access

Chen Moore and Associates Project # P21.431.05

Hourly Rate	CMA				Engenuity Group	PGAL	Total
	Project Manager \$180.00	Project Engineer \$160.00	Clerical \$65.00	Mailing Costs \$1.00			
TASK 1 Physical Assessment							
1.1 Existing Documentation and Code Research	2	4					\$1,000.00
Task 1 Total	\$360	\$640	\$0	\$0	\$1,824	\$780	\$3,604.00
TASK 2 Conceptual Design							
2.1 Preparation of Three Concepts	4	8					\$2,000.00
Task 2 Total	\$720	\$1,280	\$0	\$0	\$700	\$5,080	\$7,780.00
TASK 3 Prepare Final Design for ARCOM							
3.1 Prepare Final Design for ARCOM approval	6	12				\$7,000	\$3,000.00
3.2 Preparing Notices and Delivering/mailling to the Public (300 Units, twice)			44	400			\$3,260.00
3.3 Presentation to ARCOM	4	12				\$1,350	\$2,640.00
Task 3 Total	\$1,800	\$3,840	\$2,860	\$400		\$8,350	\$17,250.00
TASK 4 Prepare Final Design for Council							
4.1 Presentation to Town Council	2	8					\$1,640.00
Task 4 Total	\$360	\$1,280	\$0	\$0		\$675	\$2,315.00
TASK 5 Bidding Phase Service							
5.1 Final Construction Documents for Bidding	4	12					\$2,640.00
Task 5 Total	\$720	\$1,920	\$0	\$0		\$7,740	\$10,380.00
TASK 6 Construction Phase Service							
6.1 Review Bids, Shop Drawings and Two Field Visits	8	24					\$5,280.00
Task 6 Total	\$1,440	\$3,840	\$0	\$0		\$13,170	\$18,450.00
TOTAL FEE	\$5,400.00	\$12,800.00	\$2,860.00	\$400.00	\$2,524.00	\$35,795.00	\$59,779.00

October 1, 2021

David Cowan Jr., P.E., LEED A.P., ENV SP
Senior Engineer
Chen Moore and Associates
500 Australian Ave. South, Suite 850
West Palm Beach, FL 33401
(Via email: dcowan@chenmoore.com)

**Re: Professional Surveying Services
Root Trail Ocean Gate Topographic and Tree Survey
Palm Beach, Florida
Engenuity Group Project No. 21148.01**

Dear Mr. Cowan:

We are pleased to offer this proposal to render Professional Surveying services in connection with the gate project associated with beach access along Root Trail in Palm Beach, FL (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare a Topographic and Tree Survey for a proposed gate for beach access, pursuant to Chapter 5J-17.050, Florida Administrative Code, of a site located along Root Trail and N. Ocean Blvd. The survey limits are shown in yellow on the attached graphic which was provided by your office on September 30, 2021.

See the attached **Designated Scope of Services** for a specific list of additional items to be included on the Survey. A review of easement documents provided by Chen Moore is included in the services.

Surveying Fee: \$1,824.00

Should it be required Engenuity Group can prepare additional sketch and descriptions on an as needed basis.

Sketch and Description Fee (Each): \$700.00

The final deliverable will be four (4) signed and sealed copies of the Topographic and Tree Survey and four (4) signed and sealed copies of each sketch and description which can be provided within ten (10) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Jennifer Malin, P.S.M.
Director of Surveying

Approved by,



Andre Rayman, P.S.M.
President

September 30, 2021

Mr. David Cowan, Jr. P.E.
Senior Engineer
Chen Moore and Associates
500 S Australian Avenue, Suite 850
West Palm Beach, Florida 33401

**Re: Town of Palm Beach
 Root Trail Beach Gate
 North Ocean Boulevard and Root Trail
 Palm Beach, Florida**

David,

Thank you for the opportunity to provide this proposal for the development of a beach gate at Root Trail including a Phase One ARCOM approval and Town Council Approval and a Phase Two for Final Construction Documents and Construction Administration. Our proposal includes the assessment of all architectural and structural systems and components of the gates and site. We propose to complete the work for both phases with our consulting team for a lump sum of \$ 28,055.00. (not including reimbursables).

Scope:

The scope is as follows:

Physical Assessment (Site Observations)

Conduct a site assessment with our team (architectural) to physically verify all existing conditions including photo documentation and measurements of the site area. Also review all zoning and code requirements to height and gate requirements.

Conceptual Design:

Prepare three gate concepts to present to Town staff to documenting all existing conditions and details including:

- Plan
- Elevations
- Details
- Locking Options
- ADA Requirements
- Accessibility for Police ATV and UTV vehicles
- Special Architectural Features

Prepare Final Design for ARCOM

Based on the comments and approval from the review of the three concepts by Town staff, develop the final design to present to ARCOM for approval. Work will include the following:

- Illustrative plans
- Elevations
- Materials and Finishes
- Renderings

Phase Two Construction Documents and Construction Administration

The design team will take the approved ARCOM and Town Council approval documents and prepare permit and bid documents. The team will assist the Town in answering Bid RFI's and evaluating the final bids. In addition review shop drawings and conduct two site visits during construction.

Design Team:

Architectural: PGAL, Inc.
Structural: Jezerinac Group

Proposed Fees:

Existing Documentation and Research (Includes one meeting with Town staff):		\$ 780.00
Architectural	\$ 780.00	
Preparation of Three Concepts (plan, elevations and details):		\$ 5,080.00
Architectural	\$4,680.00	
Structural	\$ 400.00	
Prepare Final Design for ARCOM approval (Illustrative plans, elevations & Renderings):		\$ 7,000.00
Architectural	\$7,000.00	
Presentation to ARCOM (Two meeting):		\$ 1,350.00
Architectural	\$ 1,350.00	
Presentation to Town Council (One meeting):		\$ 675.00
Architectural	\$ 675.00	
<u>Subtotal thru Commission Approval</u>		<u>\$14,885.00</u>
Final Construction Documents for Bidding		\$ 7,740.00
Architectural	\$ 6,240.00	
Structural	\$ 1,500.00	
Construction Administration (Review Bids, Shop Drawings and Two field Visits)		\$ 5,430.00
Architectural	\$ 4,680.00	
Structural	\$ 750.00	
<u>Subtotal for Construction Documents and Construction Administration</u>		<u>\$13,170.00</u>

Additional Services (If Requested):

if Required including additional meetings will be based on our hourly rates:

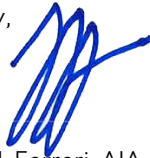
Principal:	\$250.00
Project Manager:	\$225.00
Senior Designer / Senior Architect	\$195.00
Project Designer / Project Architect	\$150.00
Technical / CAD Drafting	\$135.00
Administration	\$ 90.00

Reimbursable Expenses:

Printing, Postage (Courier) and Mileage will be billed at 1.10 of actual invoices with a not to exceed , for budgeting purposes of \$500.00.

Upon completion of the report and review/approval by your client, the Town of Palm Beach. If you have any questions, please do not hesitate to call.

Sincerely,



Samuel J. Ferreri, AIA
Principal

Cc: File

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

North Fire Station Renovation

a. Temporary Fire Station Site Plan

H. Paul Brazil, P.E., Director of Public Works

b. RESOLUTION NO. 133-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFQ No. 2021-32 CMAR Services - North Fire Station Restoration Project to Hedrick Brothers Construction Company Inc., and Awarding a Preconstruction Services Agreement for the Project in an Amount of \$715,633, and Establishing a Project Budget of \$858,759.

Dean Mealy, Purchasing Manager

c. RESOLUTION NO. 134-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFQ No. 2021-29, North Fire Station Restoration Project for Architectural and Engineering Design and Construction Services to Bridges, Marsh & Associates, Inc. and Award a Contract for Services in the Amount of \$390,000 and Establishing a Project Budget of \$468,000.

Dean Mealy, Purchasing Manager

Presenter

ATTACHMENTS:

- ❑ **a. Temporary Fire Station Site Plan**
- ❑ **b. Memorandum Dated November 2, 2021 From Dean Mealy, Purchasing Manager**
- ❑ **b. Resolution No. 133-2021**
- ❑ **b. Scope of Work**

- ▢ **b. Hendrick Brother's Proposal**
- ▢ **b. Summary of Scoring**
- ▢ **b. Qualitative Ranking of Firms**
- ▢ **b. Preconstruction Service Agreement**
- ▢ **c. Memorandum Dated November 2, 2021 From Dean Mealy, Purchasing Manager**
- ▢ **c. Scope of Work**
- ▢ **c. Resolution No. 134-2021**
- ▢ **c. Initial Ranking of Selection Committee**
- ▢ **c. Initial Evaluation of Selection Committee**
- ▢ **c. Summary of Scoring**
- ▢ **c. Bridges and Marsh Proposal**

Information for Town Council Meeting on November 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Award of RFQ No. 2021-32 CMAR Services - N Fire Station Restoration Project to Hedrick Brothers Construction Company Inc., and Awarding a Preconstruction Services Agreement for the Project in an Amount of \$715,633 and Establishing a Project Budget of \$858,759; **Resolution No. 133-2021**

DATE: 2 November 2021

STAFF RECOMMENDATION

Staff recommends Town Council approve the Award of RFQ No. 2021-32 CMAR Services - N Fire Station Restoration Project to Hedrick Brothers Construction Company Inc., and awarding a Preconstruction Services Agreement for the project in an amount of \$715,663 and establishing a project budget of \$858,759, **Resolution No. 133-2021**

SUMMARY EXPLANATION/BACKGROUND

The Town of Palm Beach (Town) will be renovating its historic Fire Station #2. The station currently does not meet industry wide standards and codes due to its age. Not meeting these standards increases the risks to personnel.

Fire Station #2 is located at 300 North County Road, Palm Beach, 33480. This 3-story fire station is approximately 10,400 sf, with 3 apparatus bays, fire pole, fueling station, staff offices, administration offices, living space, training and conference spaces, men's & woman's locker rooms with associated restrooms and showers, kitchen, elevator, back up –generator.

The selected CMAR for this project shall prepare Construction Documents to fully define the building project and provide traditional construction administration services during the construction phase of this project and provide value engineering services for design beginning at time of award throughout the entire project. The selected CMAR will act as a team partner with the architect/engineering team to provide construction plans as soon as possible to implement the renovation of the historic/landmarked fire station. The selected CMAR will prepare trade scopes of work to obtain the best value for construction that meets the Town of Palm Beach requirements and will provide a Guaranteed Maximum Price for the construction of Fire Station #2. The selected CMAR will assume the standard role of CMAR as the primary contractor to perform to construction for this project.

Under a separate contract, Resolution No. 134-2021, the Town shall engage an independent A/E consultant firm to deliver design and construction oversight services for the Town of Palm Beach. The selected CMAR firm and A/E consultant shall work as a team delivering this renovation on time and within the Town's budget. The scope of the services to be provided during the post proposal phase of this project shall be but not limited to: • Program verification • Architectural Deliverables • Structural Deliverables • HVAC Deliverables • Plumbing Deliverables • Fire Suppression Deliverables • Electrical Deliverables • Building Permitting • Landmark Approval Construction Administration

The deliverables shall include both drawings and specifications issued by the Design A/E firm for review by the Town and its consultants.

Having a CMAR involved during early design development will help to ensure that specialized equipment is incorporated into the design efficiently. Most importantly, the CMAR can work with the Town to develop innovative approaches to this phased and sequenced work for Fire Station #2 and implement overlapping work tasks to leverage efficiencies and ensure this critical facility (and any temporary facilities) maintain life-safety operations for the community at all times.

Time is critical in delivering these facilities. Significant savings in project delivery time will be realized utilizing the CMAR value engineering during the Design phase. The CMAR Team will become a critical project partner in phasing and sequencing of work, ability to maintain ongoing emergency response and operations during construction, material selection, design details, value engineering and constructability analysis. The CMAR Team will be able to perform site investigation during preconstruction to minimize the potential of unforeseen conditions with regards to underground utilities, soils conditions, structure etc. The CMAR team will be able to identify long-lead materials and equipment and bid those items early so that the schedule is not impacted.

By developing the phasing and temporary facility strategy with the design consultant, the project can optimize on concurrent design beginning with concept design (and possibly through construction documents) as well as potential overlap of construction, streamlining the total project schedule, reducing duration of impact to emergency operations, enabling innovative solutions, and ultimately providing greater value for the tax payer's investment.

The selected Construction Manager at Risk will furnish all work, necessary permits, and construction supervision to fully complete and restore Fire Station #2 to an operable Fire Station. The Construction Manager at Risk will coordinate the schedule of the work performed by their own forces and subcontractors, and monitor the progress and schedule. The Construction Manager will oversee the work area and provide final restoration. Existing local traffic must be maintained in accordance with the Transportation Management Plan developed for the project.

The facility is intended to have all requirements for Fire station design and construction. Including but not limited to: NFPA 1500 standards, Commercial grade kitchen (gas), apparatus bays (3), fueling station, bunker gear storage, laundry facility's, elevator, conference/training rooms, impact doors and windows, complete generator power back up, co-ed sleeping quarters for staff (minimum of 8), men's and woman's locker rooms with associated shower and toilet facilities, Gym with fitness equipment, vehicle exhaust evacuation systems, administration offices, etc.

For the Preconstruction Phase, the Construction Manager (CMAR) shall function as an agent of the Town, shall be paid a fixed fee for services performed and shall be an integral part of the design team. The CMAR shall attend all design team meetings, and review construction drawings and specifications. Preconstruction services shall include developing and updating a master construction phase bar chart schedule incorporating estimated construction phase time; constructability review to identify defects, omissions, and recommendations for alternatives; value engineering for all phases of the project; prepare design development estimate and the development of a Guaranteed Maximum Price (GMP) for the construction and complete restoration of this project. Method of cost estimating shall be the Quality Survey Method. It is understood that development of the GMP will not occur until the Preconstruction Phase of the work has been completed. The Construction Manager at Risk shall provide written constructability analyses of the Project, including items to be addressed with the Town Consultants such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing and other construction phase related activities.

For the Construction Phase, the CMAR shall cease to be an agent of the Town and shall become the single point of responsibility for performance of the construction contract for the Town. The CMAR shall function in the role as the general contractor providing all necessary services including but not limited to the following:

- a. Prepare an overall Construction Management Plan for the project, including a procurement plan with a recommended procurement schedule to coordinate and expedite the procurement of materials and equipment;
- b. Recommend contracting strategies for the project;
- c. Should the Construction Manager at Risk desire to self-perform any of the portions of the Work, this intention must be clearly conveyed to the Owner prior to the receipt of any other bids for the same scope of work. The Construction Manager at Risk shall not self-perform more than 20% of the Work.
- d. Competitively bid subcontract work, in accordance with Town established purchasing procedures, and share the results with the Town and its consultants, manage the bidding process with oversight by the Town for all the construction work, enter into subcontracts and administer such subcontracts with the understanding that the Town has the right to review and reject any subcontractor;
- e. Prepare shop drawings, RFI's and other documents necessary to accomplish the work;
- f. Manage the construction site and provide for the administration and supervision of the project;
- g. Establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule; 3
- h. Develop a system for cost control;
- i. Develop and manage the pay application and change order process, including coordination with the design staff and Town personnel;
- j. Provide the means and methods of construction;
 - . Provide jobsite safety and security;
- l. Provide continuous monitoring and inspection of work to determine progress and conformance with design documents documenting same;
- m. Schedule and coordinate all required inspections with appropriate disciplines including the Town Inspectors;
- n. Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance and schedule adherence;

- o. Guarantee the quality of construction;
- p. Perform or cause to be performed, all required remedial work identified through the inspection process and at direction of the Town's appointed project manager;
- q. Participate in meetings on the project with the Town and design staff or public individuals or groups as may be directed by the Town's project manager;
- r. Work in cooperation with the Town's public outreach professionals in keeping those in the work zone informed of construction activities including specific coordination with property owners when work is to occur on private property or when any interruptions in utility service are anticipated;
- s. Develop plan, coordinate, and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction;
- t. Provide project close out coordination; u. Provide Certificate of Completion and all documents of record to Town staff and/or consultants for archiving;
- v. Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity;
- w. Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the Town and/or Town designees for archiving;
- x. Coordinate the activities and required field work of the electric, cable, telephone and/or other communications service providers as required to facilitate the project.

METHOD OF PROCUREMENT

The Public Works Department developed a scope of services which was reviewed by the Fire Department and Purchasing. The Request for Qualifications (RFQ) was issued on August 30th and closed on September 30th.

The solicitation was broadcast nationwide to 781 firms through DemandStar. In addition, Town Purchasing sent emails to nineteen known firms/individuals advising of the solicitation and invited the firms to review and participate in the solicitation. Only two firms responded.

When a RFQ is issued, price is not an evaluation factor. The proposal is based solely on qualifications of the firms submitting.

The initial ranking Selection Committee was held on October 14th. The Selection Committee consisted of the following members:

<u>Voting</u>	<u>Non-Voting</u>
Eric Brown, P.E.	Patricia Strayer, P.E.
Paul Colby	Sean Baker
Jason Debrincat, P.E.	Jie House, P.E.
Darrel Donatto, Fire Chief	Brett Madison
Jane Le Clainche, CPA, Finance Director	

The Selection Committee reviewed the two proposals and did not recommend moving forward with oral presentations. The second ranked firm had an overall quality score of 63.1%. Town Purchasing has an established policy that an overall qualitative threshold of 75% is required to move forward for consideration of an oral presentation and award.

Town Purchasing approached Paul Brazil regarding securing a proposal for preconstruction services from the recommended awardee, Hedrick Brothers Construction Company Inc. By proceeding with this methodology, time can be saved by having a proposal for preconstruction services when this resolution is approved by the Town Council. A second agenda item will be presented after a GMP is established at the following Town Council Meeting.

The Preconstruction Service Agreement is a Time and Material Award. Hedrick Brothers has provided a cost of \$715,633 which includes exploratory work and limited construction services.

The Town Purchasing Policy and Procedures Manual, Administrative No. 1-21-1 permits for securing a proposal from a firm qualified to the solicitation with the goal of streamlining the process.

Due to the nature of the facility, the expedited process provides for elimination of time delays.

FISCAL IMPACT/FUNDING SOURCE

The funding for this program is from the Capital Improvement Fund.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

CC: Paul Brazil, P.E., Public Works Director
Jason Debrincat, P.E., Senior Project Engineer
Darrel Donatto, Fire Chief

RESOLUTION NO. 133-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF RFQ NO. 2021-32 CMAR SERVICES - NORTH FIRE STATION RESTORATION PROJECT TO HEDRICK BROTHERS CONSTRUCTION COMPANY INC., AND AWARDING A PRECONSTRUCTION SERVICES AGREEMENT FOR THE PROJECT IN AN AMOUNT OF \$715,633, AND ESTABLISHING A PROJECT BUDGET OF \$858,759

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves the award of RFQ No. 2021-32 CMAR Services - North Fire Station Restoration Project to Hedrick Brothers Construction Company Inc., and Awarding a Preconstruction Services Agreement for the Project in an Amount of \$715,633 and Establishing a Project Budget of \$858,759

Section 2. The Town Manager is hereby authorized to execute this request on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of November 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



TOWN OF PALM BEACH
RFQ No. 2021-33
NORTH FIRE RESTORATION PROJECT
Construction Manager at Risk Services

NATURE OF SERVICES

I. INTRODUCTION

The Town of Palm Beach is soliciting proposals from a qualified Construction Manager at Risk (CMAR) for the NORTH FIRE RESTORATION PROJECT, located at 300 North County Road, Palm Beach FL, 33480. This Fire Station is Town's Fire Station #2 and it is designated as a Landmark and historical building.

Work Summary

The selected Construction Manager at Risk will furnish all work, necessary permits, and construction supervision to fully complete and restore Fire Station #2 to an operable Fire Station.

The Construction Manager at Risk will coordinate the schedule of the work performed by their own forces and subcontractors, and monitor the progress and schedule. The Construction Manager will oversee the work area and provide final restoration. Existing local traffic must be maintained in accordance with the Transportation Management Plan developed for the project.

II. SCOPE OF WORK

The purpose and intent of this Request for Qualifications is to provide Construction Manager at Risk Services for the following work:

- Provide pre-construction services which include, but are not limited to, defining value engineering opportunities to minimize project costs and work with Town staff and design consultant in the design phase;
- Competitively bid the project to qualified sub-contractors, according to the policies and procedures outlined in the Town's CM at Risk regulations and develop a Guaranteed Maximum Price (GMP) and project schedule;
- Manage the construction of the improvements that constitute the Project;
- Serve as a Lead Member of the project team and coordinate project meetings;
- Provide required records and documentation for the Town.
- Communicate, in conjunction with the Town, to the residents in the project area regarding progress and coordination of the work. This includes coordination of the service conversion process, attendance at public meetings, and providing information regarding the progress of the work.

Preconstruction Phase: The Construction Manager (CMAR) shall function as an agent of the Town, shall be paid a fixed fee for services performed and shall be an integral part of the design team. The CMAR shall attend all design team meetings, and review construction drawings and specifications. Preconstruction services shall include developing and updating a master construction phase bar chart schedule incorporating estimated construction phase time; constructability review to identify defects, omissions, and recommendations for alternatives; value engineering for all phases of the project; prepare design development estimate and the development of a Guaranteed Maximum Price (GMP) for the construction and complete restoration of this project. Method of cost estimating shall be the Quality Survey Method. It is understood that development of the GMP will not occur until the Preconstruction Phase of the work has been completed. The Construction Manager at Risk shall provide written constructability analyses of the Project, including items to be addressed with the Town Consultants such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing and other construction phase related activities.

Construction Phase: The CMAR shall cease to be an agent of the Town and shall become the single point of responsibility for performance of the construction contract for the Town. The CMAR shall function in the role as the general contractor providing all necessary services including but not limited to the following:

- a. Prepare an overall Construction Management Plan for the project, including a procurement plan with a recommended procurement schedule to coordinate and expedite the procurement of materials and equipment;
- b. Recommend contracting strategies for the project;
- c. Should the Construction Manager at Risk desire to self-perform any of the portions of the Work, this intention must be clearly conveyed to the Owner prior to the receipt of any other bids for the same scope of work. The Construction Manager at Risk shall not self-perform more than 20% of the Work.
- d. Competitively bid subcontract work, in accordance with Town established purchasing procedures, and share the results with the Town and its consultants, manage the bidding process with oversight by the Town for all the construction work, enter into subcontracts and administer such subcontracts with the understanding that the Town has the right to review and reject any subcontractor;
- e. Prepare shop drawings, RFI's and other documents necessary to accomplish the work;
- f. Manage the construction site and provide for the administration and supervision of the project;
- g. Establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule;

- h. Develop a system for cost control;
- i. Develop and manage the pay application and change order process, including coordination with the design staff and Town personnel;
- j. Provide the means and methods of construction;
- k. Provide jobsite safety and security;
- l. Provide continuous monitoring and inspection of work to determine progress and conformance with design documents documenting same;
- m. Schedule and coordinate all required inspections with appropriate disciplines including the Town Inspectors;
- n. Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance and schedule adherence;
- o. Guarantee the quality of construction;
- p. Perform or cause to be performed, all required remedial work identified through the inspection process and at direction of the Town's appointed project manager;
- q. Participate in meetings on the project with the Town and design staff or public individuals or groups as may be directed by the Town's project manager;
- r. Work in cooperation with the Town's public outreach professionals in keeping those in the work zone informed of construction activities including specific coordination with property owners when work is to occur on private property or when any interruptions in utility service are anticipated;
- s. Develop plan, coordinate, and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction;
- t. Provide project close out coordination;
- u. Provide Certificate of Completion and all documents of record to Town staff and/or consultants for archiving;
- v. Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity;
- w. Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the Town and/or Town designees for archiving;
- x. Coordinate the activities and required field work of the electric, cable, telephone and/or other communications service providers as required to facilitate the project.

Overview of Project:

General

The Town of Palm Beach (Town) will be renovating its historic Fire Station #2. The station currently does not meet industry wide standards and codes due to its age. Not meeting these standards increases the risks not only to personnel, but also to personal protective equipment, apparatus, and community safety.

Fire Station #2 is located at 300 North County Road, Palm Beach, 33480. This 3-story fire station is approximately 10,400 sf, with 3 apparatus bays, fire pole, fueling station, staff offices, administration offices, living space, training and conference spaces, men's & woman's locker rooms with associated restrooms and showers, kitchen, elevator, back up –generator.

The selected CMAR for this project shall prepare Construction Documents to fully define the building project and provide traditional construction administration services during the construction phase of this project and provide value engineering services for design beginning at time of award throughout the entire project. The selected CMAR will act as a team partner with the architect/engineering team to provide construction plans as soon as possible to implement the renovation of the historic/landmarked fire station. The selected CMAR will prepare trade scopes of work to obtain the best value for construction that meets the Town of Palm Beach requirements and will provide a Guaranteed Maximum Price for the construction of Fire Station #2. The selected CMAR will assume the standard role of CMAR as the primary contractor to perform to construction for this project.

Under a separate contract, the Town shall engage an independent A/E consultant firm to deliver design and construction oversight services for the Town of Palm Beach. The selected CMAR firm and A/E consultant shall work as a team delivering this renovation on time and within the Towns budget.

The scope of the services to be provided during the post proposal phase of this project shall be but not limited to:

- Program verification
- Architectural Deliverables
- Structural Deliverables
- HVAC Deliverables
- Plumbing Deliverables
- Fire Suppression Deliverables
- Electrical Deliverables
- Building Permitting
- Landmark Approval

Construction Administration

The deliverables shall include both drawings and specifications issued by the Design A/E firm for review by the Town and its consultants.

Having a CMAR involved during early design development will help to ensure that specialized equipment is incorporated into the design efficiently. Most importantly, the

CMAR can work with the Town to develop innovative approaches to this phased and sequenced work for Fire Station #2 and implement overlapping work tasks to leverage efficiencies and ensure this critical facility (and any temporary facilities) maintain life-safety operations for the community at all times.

Time is critical in delivering these facilities. Significant savings in project delivery time will be realized utilizing the CMAR value engineering during the Design phase. The CMAR Team will become a critical project partner in phasing and sequencing of work, ability to maintain ongoing emergency response and operations during construction, material selection, design details, value engineering and constructability analysis. The CMAR Team will be able to perform site investigation during preconstruction to minimize the potential of unforeseen conditions with regards to underground utilities, soils conditions, structure etc. The CMAR team will be able to identify long-lead materials and equipment and bid those items early so that the schedule is not impacted.

By developing the phasing and temporary facility strategy with the design consultant, the project can optimize on concurrent design beginning with concept design (and possibly through construction documents) as well as potential overlap of construction, streamlining the total project schedule, reducing duration of impact to emergency operations, enabling innovative solutions, and ultimately providing greater value for the tax payer's investment.

Project Goals

The Owner has established the following Project Goals:

Efficient and Effective Project. The Design/CMAR Team shall provide designs that maximize the square footage available to meet the needs of the Town of Palm Beach Fire Department, so that the station can effectively serve the community, including but not limited to the following:

- Preparation of all Schematic Design, Design Development and Construction Documents to fully define the building project and provide traditional construction administration services during the construction phase of this project;
- Include the functions and amenities in an efficient workspace including administration spaces within the limited footprint of the building and incorporate as many additional amenities as the budget allows (such as training rooms, administration areas);
- Provide comfortable spaces for staff that are both livable, provide health benefits such as exercise facilities, and incorporate best practices from the Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations. Please refer to the link below:

https://www.usfa.fema.gov/downloads/pdf/publications/design_of_fire_ems_stations.pdf

- Create functional and comfortable public spaces and buildings that fit into and enhance the surrounding community;
- Design for easy long and short term maintenance and upkeep;
- Be responsible for acquiring any and all Landmarks and ACROM Committee approval;
- Town will consider option for sustainability goal - utilizing USGBC/LEED building standards;
- Provide interior design services for furnishings, fixtures and equipment (FF&E) for the office spaces. The Town will purchase all FF&E as part of a tax savings program.
- Maximize Efficiency of Phasing Plan and Schedule. The CMAR team shall develop

a design and construction phasing plan and schedule that will:

- Maximize the efficiencies of designing and constructing similar stations through the use of repetitive design submissions, equipment submittals, and maintenance and operations requirements;
- Create a reliable schedule that achieves completion of the Project as soon as practicable.

Estimated Target Budget and schedule:

The estimated target budget for design and construction is approximately \$5.5 million with a project completion within 14 months from Notice to Proceed - NTP.

III. SCHEDULED COMPLETION DATE

The scheduled completion date will be determined at time of GMP contract. The selected Construction Manager at Risk is expected to work with any other contractors working within the vicinity. The Construction Manager shall work around Town observed holidays. Schedules shall be provided indicating the start/completion dates of the overall construction project.

IV. DESIGN DOCUMENTS

The preliminary and final design plans and technical specifications shall be prepared by selected firm from RFQ No.2021-29 North Fire Station Restoration Project - Architectural and Engineering Design and Construction Services.

V. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The construction work to be performed under this project shall commence on the date of Notice to Proceed with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed by the specified date, the Contractor shall be liable and hereby agrees to pay to the Owner as **liquidated damages, and not as a penalty, the sum of Three Thousand, Four Hundred and Forty-Seven US dollars (\$3,447.00) per calendar day** for each and every day or part of a day thereafter that said work remains incomplete.

VI. PERFORMANCE AND PAYMENT BOND

Within ten (10) business days of the award of the Guaranteed Maximum Price by the Town, the Construction Manager shall furnish a Performance and Payment Bond consisting of:

- a. Performance Bond in the form specified by the Owner;
- b. Labor and Materials Payment Bond in the form specified by the Owner.

Bond Requirement: The Construction Manager at Risk shall furnish bonds in the amount of 100% of the contract amount and shall maintain throughout the duration of the Project until one (1) year after Final Completion and acceptance of the Work as provided in Florida Statutes 255.05 et seq, covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be secured by the Construction

Manager from a surety company licensed in the State of Florida with a best rating of A Class V or higher according to the most recent edition of the rating guide published by A.M. Best Company.

The successful Construction Manager at Risk shall be required to provide Surety Bonds in the amount of 100% of the Contract amount. The required premiums shall be paid for by the successful Contractor and shall be included in the Guaranteed Maximum Price.

In addition to the above minimum qualifications, the Surety Company must meet at least one of the following additional qualifications specified.

The Surety Company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.111). Further the surety company shall provide the Owner with evidence satisfactory to the Owner, that such excess risk has been protected in an acceptable manner.

Time of Delivery and Form of Bonds: The Construction Manager at Risk shall deliver the required bonds to the Owner within ten (10) business days, after the award of the Guaranteed Maximum Price by the Town of Palm Beach.

The Performance Bond and Labor and Materials Payment Bond shall be written in the amount of the Guaranteed Maximum Price and shall continue in effect for one (1) year after completion and acceptance of the Work. The Bonds shall be dated on or before the Notice to Proceed Date.

The Construction Manager at Risk shall require the Attorney-In-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the Power of Attorney.

Pursuant to the requirements of Chapter 255.05 (1)(s), Florida Statutes, Construction Manager shall ensure that the Bond or Bonds referenced above shall be recorded in the public records of Palm Beach County. Proof of recordation must be submitted to the Town prior to issuance of a purchase order. One (1) set of originals is required.

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1.3.1 EXPERIENCE OF THE FIRM - WHO WE ARE



1.3.1 FIRM EXPERIENCE - ABOUT US



INTRODUCTION

Structured to serve the Southeastern United States and Florida with offices in West Palm Beach, Pompano Beach and Melbourne, Hedrick Brothers Construction is a full-service, quality-driven firm providing a range of building services to both the public and private sectors since 1979. Our team is **passionate about building quality projects** and providing uncompromised excellence to national and regional clients for their most demanding and complex projects.

With over 42 years of local experience, Hedrick Brothers has **exceptional relationships with local subcontractors, suppliers, and vendors** here in South Florida, allowing us to reach into those resources to offer alternative systems, materials, products, and equipment that meet the design intent at often lower costs and better operating and life-cycle costs.



1.3.1 FIRM EXPERIENCE - ABOUT US

OUR SERVICES

Hedrick Brothers Construction provides **professional project management, quality craftsmanship and exceptional service** to achieve impressive results for clients.

Team members offer a range of expertise and experience in delivery methods:

- Preconstruction
- Construction Management
- General Contracting
- Design-Build
- Virtual Design & Construction
- Sustainable Construction
- Self-Performance

Light demolition, concrete formwork, concrete finishing, rough and finish carpentry

OUR CULTURE

Culture is the most powerful factor in an organization. It can be defined as “the collective way we do things around here.” At Hedrick Brothers, the **corporate culture** is created as the result of the internal communication and behaviors that tell us what is **valued** in the company.

Since 1979, our foundational principles have remained unchanged:

- be relational;
- maintain the highest level of integrity;
- deliver quality construction; and
- keep our commitment as strong at the end of the project as it is at the beginning.

Our team is dedicated to preserving these **core values and work ethic** that define the environment of Hedrick Brothers Construction.



Groundbreaking Ceremony for the Morton and Barbara Mandel Recreation Center



1.3.1 EXPERIENCE OF THE FIRM - WHAT WE DO

FIRE RESCUE ■ EOC ■ PUBLIC SAFETY FACILITIES

SECURITY & ELECTRONICS SYSTEMS ■ ENVELOPE HARDENING

CMAR ■ MUNICIPALITIES ■ HISTORIC

1.3.1 FIRM EXPERIENCE - MUNICIPALITIES

\$160M+
Governmental Projects

A focus on municipal and publicly-funded projects has led Hedrick Brothers to develop unparalleled expertise in building the most complex facilities. It is common for our projects to be situated in the midst of active facilities, where construction activities must be carefully planned and executed. We are different in that we achieve the plan with minimal intrusion upon the day-to-day operations of the facilities.

Town of Palm Beach

- Recreation Center - New
- Par 3 Clubhouse - New
- Town Hall - Restoration
- Worth Avenue Streetscapes - Renovation
- Memorial Fountain - Restoration
- Police HQ HVAC - Renovation

Palm Beach County Capital Improvements Division

- Main Judicial Center Security - Renovation
- Detention Center Facilities - Renovation
- Airport II Center - Renovation
- 911 Data Call Center - Renovation
- 1916 Historic Courthouse & Museum - Restoration
- Continuing Contracts - Renovations
 - Main Detention Center Generator Replacement
 - Main Detention Center Video Visitation
 - Central Detention Center Site
 - PBSO Delray Beach
 - PBSO Training Facility
 - Four Points Emergency Operations Center
 - Property Appraiser's Offices
 - Tax Collector's Offices
 - State Attorney's Offices

City of West Palm Beach

- Fire Station No. 4 - New

Martin County

- Fire Station No. 18 - New

City of Melbourne

- 8 Fire Stations - Minor Renovations

Indian River County

- Municipal Building - Minor Renovations

St. Lucie County

- Port St. Lucie Police Headquarters - Minor Renovations

Village of Tequesta

- Community Center - New

Seacoast Utilities Authority

- Administration & Operations Complex - New & Renovation

NOAA - National Oceanic & Atmospheric Administration

- SE Fisheries HVAC Replacement - Renovation

State of Florida Dept of Military Affairs

- Callaway Armed Forces National Guard

1.3.1 FIRM EXPERIENCE - FIRE RESCUE



Our municipal portfolio includes a number of fire, police, EOC and administration complexes. Having worked in **Palm Beach County and particularly in The Town of Palm Beach**, our team is familiar with the local building regulations, permitting authorities and inspecting agencies and has a positive relationship with all jurisdictions having authority. The intricate understanding of how to successfully deliver and execute a successful municipal project, paired with our positive relationships with The Town of Palm Beach, will ensure **smooth transitions** as we proceed throughout the various phases on your fire rescue project.

**WE UNDERSTAND
THE IMPORTANCE
THIS PROJECT TO THE
ESSENTIAL AGENCIES, FIRST
RESPONDERS, TOWN
OFFICIALS, MEDIA AND THE
CITIZENS OF THE TOWN
OF PALM BEACH**



1.3.1 FIRM EXPERIENCE - CMAR FIRE RESCUE

★ EXPERIENCED ★

★ FIRE RESCUE STATIONS ★ EMERGENCY OPERATION CENTERS ★ PUBLIC SAFETY FACILITIES



COMMAND CENTERS
LOCATION ALERT SYSTEMS
APPARATUS BAYS
BUNKER GEAR ROOM
DECONTAMINATION ROOM
ALARM WATCH ROOM



EMERGENCY GENERATORS
TOOL ROOM
LOBBY & TRIAGE ROOM
COMMERCIAL KITCHEN
LOUNGE
OFFICES
DORM ROOMS



CAPTAIN'S ROOMS
LAUNDRY ROOMS
GYMS
RESTROOMS
SHOWERS
LOCKER ROOMS



1.3.1 FIRM EXPERIENCE - CMAR FIRE RESCUE

WEST PALM BEACH FIRE RESCUE STATION #4



CONTRACTOR'S ROLE: CMAR

LOCATION: West Palm Beach, FL

SIZE: 11,863 SF

COST: \$5.4 Million

DESCRIPTION OF PROJECT:

The project scope included: relocation of the fire station to a temporary facility; demolition of the existing building; and new construction of an 11,863 square foot state-of-the-art fire station. The building includes firefighting apparatus such as fire engines and related vehicles, personal protective equipment, fire hoses, and other specialized equipment, as well as male/female sleeping quarters, showers and restrooms, and a centralized commercial kitchen. The two-story facility has a Category 5 structural design and will serve as a secondary emergency operations center; was built to achieve LEED certification; and has a Spanish Mission architectural theme to the exterior of the building to reflect the look and feel of the surrounding neighborhood.

DATE COMPLETED: November 2018

ARCHITECT: CPZ Architects

OWNER CONTACT: Kevin Volbrecht, City of West Palm Beach; 561-494-1091; kcvolbrecht@wpb.org



1.3.1 FIRM EXPERIENCE - FIRE RESCUE

MARTIN COUNTY FIRE RESCUE STATION #18



CONTRACTOR'S ROLE: General Contractor

LOCATION: Stuart, FL

SIZE: 12,389 SF

COST: \$4.2M

DESCRIPTION OF PROJECT:

New fire rescue station and site improvements. Construction is underway and the 12,389 SF one-story building will include an apparatus bay, decontamination room, bunker gear room, kitchen, 10 dorm rooms, IT room and watch room. Site improvements include a new storm water control system, sanitary lift station, generator, propane tank, communications tower, and heavy-duty concrete driveways and parking.

SCHEDULE: July 2021-July 2022

DESIGN TEAM: Bowman Consulting and CPZ Architects

OWNER CONTACT: Kevin Landry, Facilities Operations Administrator; 772-320-3046; klandry@martin.fl.us

1.3.1 EOC ELECTRONICS & SECURITY

PALM BEACH COUNTY PBSO MAIN & WEST DETENTION CENTERS



CONTRACTOR'S ROLE: CMAR

LOCATION: West Palm Beach & Belle Glade, FL

SIZE: ~800,000 SF

COST:

Phase 1: \$3.8 Million

Phase 2: \$7.0 Million

Phase 3: \$5.6 Million

Phase 4: \$14 Million Budgeted - In progress

DESCRIPTION OF PROJECT: \$50M multi-year facilities renovation of the Main Detention Center, West Palm Beach, FL and the West Detention Center, Belle Glade, FL. The phased project systematically **replaces aging infrastructure as well as renovates, expands, and standardizes technology.** The scope includes but is not limited to cooling towers, chillers, AHU, HVAC, fire protection, plumbing, boilers, electrical, low voltage electrical systems, electronic security systems and fire alarm, security doors and hardware, roofing, weatherproofing, and other similar improvements.

Phase 1: Removal and replacement of cooling towers/chilled water/sanitary sewer pipe replacement | Removal and replacement of ventilation systems | Repair/replacement modifications of security grates/bars/doors

Phase 2: Removal/replacement: door locking systems | PA systems; intercom systems | fire alarm systems | camera/electronics systems

Phase 3: West Detention Center Replacement of generators | HVAC | Flooring | Windows & Doors | Lighting | Electrical Panels | Lightning Protection | Door Controls | Roof

Phase 4: Replacement: HVAC | AHU | Electronics | Roof | Boiler | Security hardware | Painting of interior & exterior

DATES COMPLETED:

Phase 1: August 2014

Phase 2: September 2020

Phase 3: October 2019

Phase 4: In progress

ARCHITECT: Leo A Daly

OWNER CONTACT: Jeffrey Halverson, PBC Project Manager; jhalverson@pbcgov.org

1.3.1 EOC ELECTRONICS & SECURITY

PALM BEACH COUNTY MAIN JUDICIAL CENTER SECURITY & ELECTRONICS UPGRADES



CONTRACTOR'S ROLE: CMAR

LOCATION: West Palm Beach, FL

SIZE: ~500,000 SF

COST: \$13.6

DATE COMPLETED: November 2021

ARCHITECT: TLC Engineering

OWNER CONTACT: Richard Avery, Palm Beach County Capital Improvements Division Project Manager;
561-233-0208; ravery@pbcgov.org

DESCRIPTION OF PROJECT:

A two-year phased Main Judicial Center project **replaces the outdated electronic and security systems technologies and expands their emergency operations center** while keeping the Judicial Center fully operational. The 22 month night schedule was approved and began January 2019 with completion scheduled for November 2021.

Electronics and security systems technologies replaced and integrated utilizing a Physical Security Information Management (PSIM) platform include but are not limited to the following:

- Ethernet Network for Security Systems
- CCTV Surveillance & Video Management System
- Intercom System
- PLC's (monitoring points and controlling Detention Doors and Mantraps)
- Duress System
- Security Management System (SMS), including Command Center Operator Workstations
- Elevator Control Override
- Card Access (Criminal Justice Facilities standard)
- Fire Alarm System to include Monitoring & Fire Door Control (integrated with or monitored by the SMS).

1.3.1 EOC & PUBLIC SAFETY COMPLEX

FOUR POINTS EOC & OFFICE BUILDING ENVELOPE HARDENING & BUILDING RENOVATIONS



CONTRACTOR'S ROLE: CMAR

LOCATION: West Palm Beach, FL

SIZE: 57,762 SF

COST: \$9.8 Million

DESCRIPTION OF PROJECT:

Extensive renovation of a two-story County building containing various County departments and functioning as a **support facility for the adjacent Emergency Operations Center during critical events**. The building envelope was hardened to withstand 180 MPH wind loads. The building functions as a 24/7 facility and was occupied during construction.

DATE COMPLETED: June 2011

ARCHITECT: Saltz Michelson Architects

OWNER CONTACT: Fernando DelDago, Palm Beach County Capital Improvements Director;
561-233-5276; fdeldago@pbcgov.org

STATE OF FLORIDA CALLAWAY ARMORY



CONTRACTOR'S ROLE: Construction Manager

DESCRIPTION OF PROJECT:

LOCATION: West Palm Beach, FL

SIZE: 54,474 SF on 17 acres

COST: \$8.2M

DATE COMPLETED: December 2017 and February 2020

ARCHITECT: Elbert Norman Brady

OWNER CONTACT: Major Keith Anderson;
561-616-5292; keith.p.anderson.mil@mail.mil

The State of Florida, Department of Military Affairs, Florida National Guard hired the HB team for a two-phased project at the James B. Callaway Armed Forces Reserve Center, Gun Club Road, West Palm Beach.

Ph1 - A complete **renovation of an existing two-story 57,474 SF facility** was completed and included selective demolition (interior and exterior), new structural steel, waterproofing and new roof, plumbing, lighting fixtures, HVAC equipment, main electrical system, and **mass communication systems**.

Ph 2 was completed with the construction of a new split-faced block storage building, 3 acres of compacted crushed concrete/rock for military vehicle parking, dry retention, underground drainage including a new outfall to SFWMD C-51 Canal, as well as fencing, landscaping and irrigation throughout the site.

TOWN OF PALM BEACH TOWN HALL CIRCA 1925



CONTRACTOR'S ROLE: Construction Manager

LOCATION: Palm Beach, FL

SIZE: 20,680 SF

COST: \$10.3M

DESCRIPTION OF PROJECT: Under tight site constraints and remaining operational, a three-phase renovation and restoration **modernized the 1923 town hall** with renovated council chambers, new office configurations, new impact windows, new roof and upgraded MEP.

DATE COMPLETED: June 2010

ARCHITECT: Bridges Marsh & Associates

OWNER CONTACT: Jay Boodheshwar, Deputy Town Manager; 561-838-5410; jboodheshwar@townofpalmbeach.com



1.3.1 CMAR & HISTORIC

205 DATURA CIRCA 1926



CONTRACTOR'S ROLE: Construction Manager

LOCATION: West Palm Beach, FL

SIZE: 57,049 SF

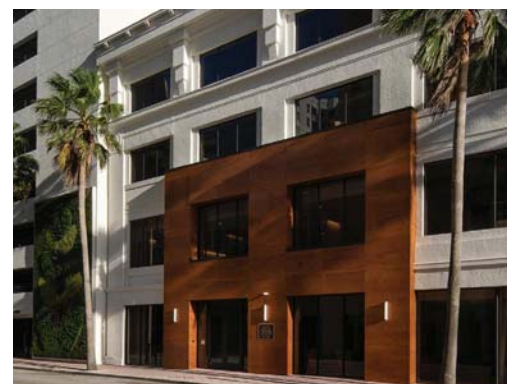
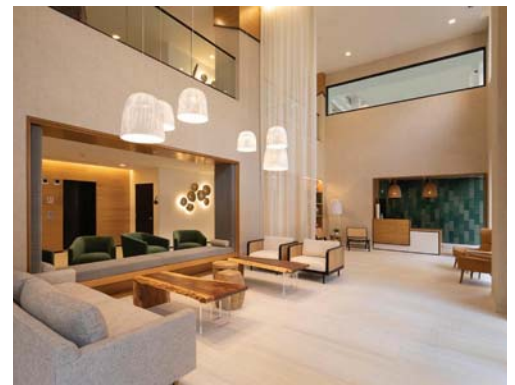
COST: \$5.6M

DESCRIPTION OF PROJECT: **Complete interior and exterior renovation/conversion of a 95 year old five story office building** in downtown West Palm Beach to a Class A status boutique office building. 205 Datura features a private "resort-style" courtyard, Intracoastal waterway views, and an attached 10 story parking garage.

DATE COMPLETED: November 2020

ARCHITECT: Calliston RTKL

OWNER CONTACT: Doug Brewer, Morning Calm Management; 813-526-0888; dbrewer@morning-calm.com



1.3.1 CMAR & HISTORIC

PALM BEACH COUNTY HISTORIC COURTHOUSE CIRCA 1916



CONTRACTOR'S ROLE: Construction Manager

LOCATION: West Palm Beach, FL

SIZE: 210,000 SF demo; 40,000 SF restoration

COST: \$19.2M

DESCRIPTION OF PROJECT: **Historic Restoration of the 1916 Palm Beach County Courthouse**, including feasibility study, pre-construction, demolition of 1970 wraparound structure, selective demolition, site, utilities and upgrades to life and fire, materials salvaged, exterior restoration/waterproofing/windows; recycled materials, and interior restoration.

DATE COMPLETED: November 2007

ARCHITECT: REG Architects

OWNER CONTACT: John Cheshier, PBC Capital Improvements Division Director (retired)



1.3.1 CMAR - TOWN OF PALM BEACH

TOWN OF PALM BEACH RECREATION CENTER



CONTRACTOR'S ROLE: Construction Manager

LOCATION: Palm Beach, FL

SIZE: 17,229 SF

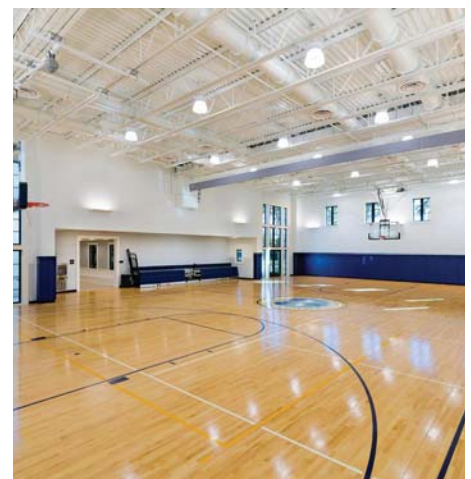
COST: \$11.8M

DESCRIPTION OF PROJECT: **CMAR project for The Town of Palm Beach.** New 17,229-square-foot Morton & Barbara Mandel Recreation Center at 340 Seaview Avenue, Palm Beach, FL. The center includes activity space for expanded programs, a new multi-purpose gymnasium with state of the art fitness center and snack bar, as well as a renovation of the multi-purpose Oakley Debbs Field, a whimsical playground that is twice the size of the current playground, Hedrick a new basketball court, and landscaped grounds.

DATE COMPLETED: December 2019

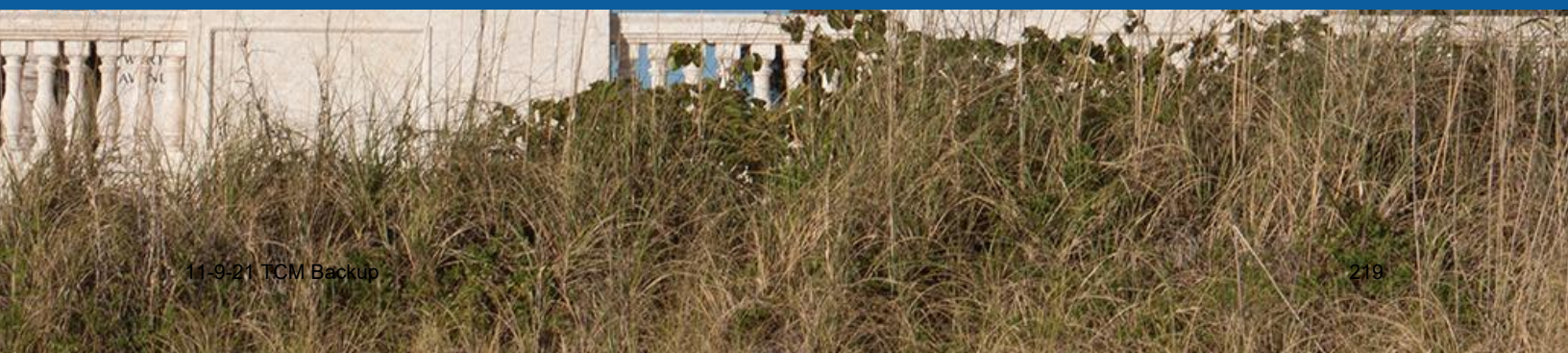
ARCHITECT: Stephen Boruff, AIA Architects + Planners

OWNER CONTACT: Jay Boodheshwar, Deputy Town Manager; 561-838-5410; jboodheshwar@townofpalmbeach.com





1.3.1 EXPERIENCE OF THE FIRM - SUBCONSULTANTS



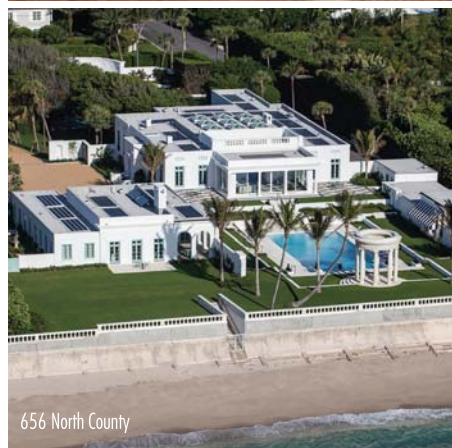
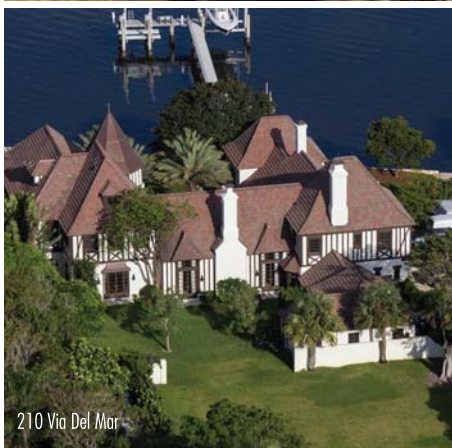
1.3.1 SUBCONSULTANTS

SUBCONSULTANTS

Hedrick Brothers Construction does not plan on utilizing any subconsultants on its team for this project.

ADDITIONAL EXPERIENCE

SNAPSHOT TOWN OF PALM BEACH HISTORIC & LANDMARK RESIDENCES



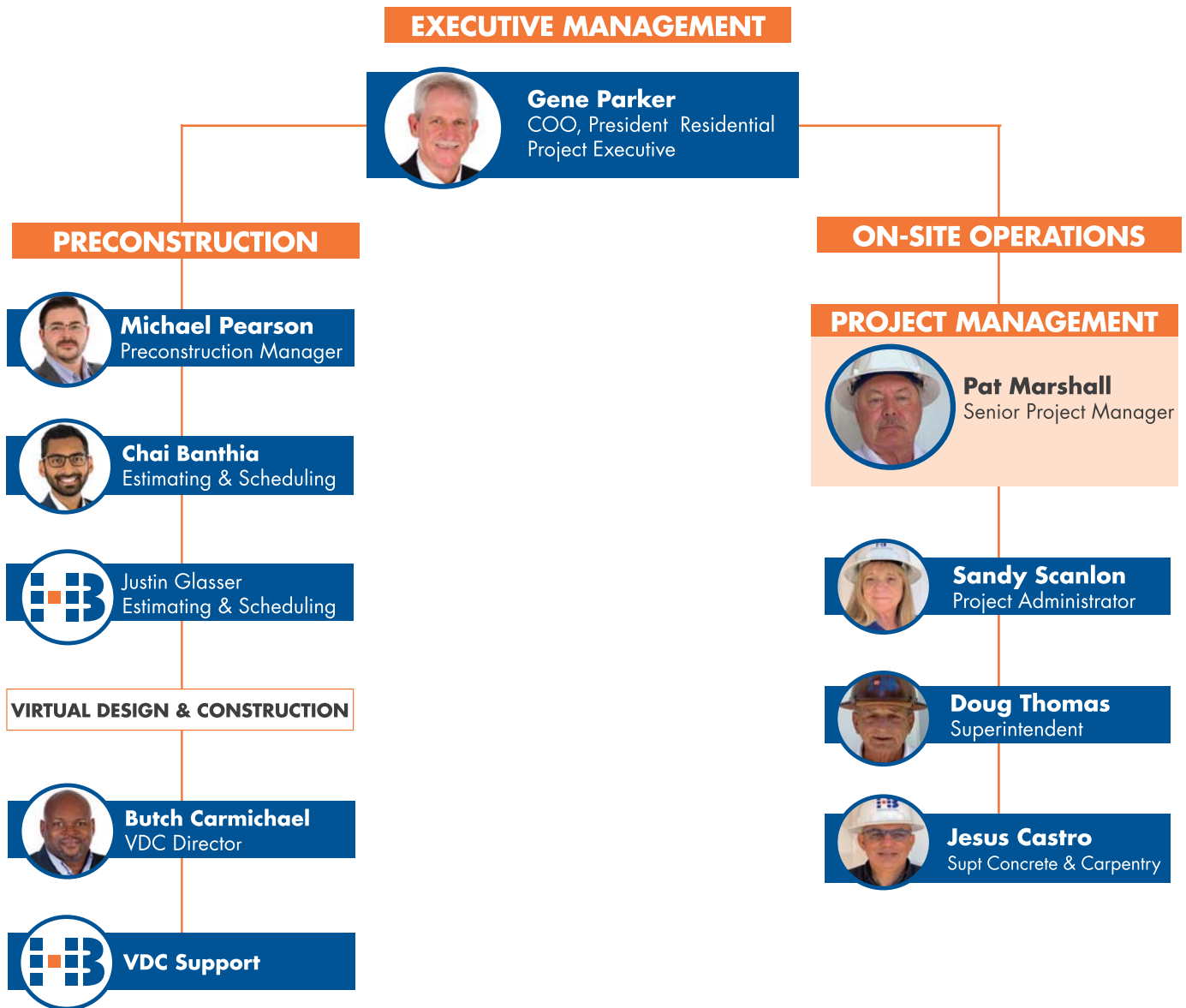


1.3.1 EXPERIENCE OF THE FIRM - PROJECT TEAM



1.3.1 PROJECT TEAM

PROJECT TEAM ORGANIZATIONAL CHART



FULL CORPORATE SUPPORT

Hedrick Brothers Construction employs over 125 full-time employees ranging from executives, project management, preconstruction and virtual design professionals, to on-site superintendents, carpenters, apprentices and laborers - all working towards the brand promise of providing uncompromised excellence for our clients.

CEO (1)

President Commercial (1)

President Residential (1)

Vice Presidents (4)

Pre-Construction / Estimators (7)

Virtual Design & Construction (3)

Project Mgrs (18)

Asst Project Mgrs (4)

Project Admin (15)

Superintendents (25)

Foremen (4)

Leadmen (4)

Carpenters (11)

Apprentices (4)

Laborers / Drivers (3)

Self-performance: light demolition, concrete formwork, concrete finishing, installation of rough and finish carpentry

Finance, HR, IT (11)

Business Development (3)

Marketing (3)

Administration (4)



1.3.1 PROJECT TEAM



GENE PARKER 46 YEARS INDUSTRY | 38 YEARS WITH HB COO & PRESIDENT LUXURY RESIDENTIAL DIVISION

Gene Parker joined Hedrick Brothers Construction in 1983 as a general superintendent and has advanced his career to COO and President of Residential Division. For more than 38 years, he has overseen the development of hundreds of projects, and has led the company's pursuit of **total quality management** and **superior client satisfaction**. Gene's hands-on approach includes executive-level project management for the renovation, restoration, and new construction of world-class luxury residential homes and condominiums, equestrian estates, country clubs, high-end retail boutiques, and **commercial properties on Palm Beach**.

PALM BEACH MUNICIPAL, COMMERCIAL & LANDMARK PROJECT EXPERIENCE

Municipal Properties

- Town of Palm Beach
 - Palm Beach Recreation Center ^(5, 6)
 - Town Hall Restoration (Landmark)
 - Palm Beach Par 3 Clubhouse
 - Memorial Fountain Restoration (Landmark)
 - Worth Avenue Streetscapes (Landmark)
 - Police Station HVAC Renovation

Commercial Properties

- Carriage House (Landmark)
- Bath & Tennis Club (Landmark)
 - Phase 1
 - Phase 2
 - Saltwater Pool
- 230 Royal Palm Way (Landmark)
- Heart of Palm Beach Hotel
- Palm House Hotel (in precon)
- Tudor Investments
- Bessemer Trust
- Northern Trust Bank
- First United Bank
- Brown Brothers Harriman
- NationsBank/Bank of America
- J.P. Morgan
- Chemical Bank

Landmark Private Residences

- 1520 South Ocean Boulevard ⁽¹⁾
- 1500 South Ocean Boulevard ^(2, 3)
- 710 South Ocean Boulevard
- 822 South County Road
- 656 North County Road
- 10 Golfview Road
- 335 El Vedado
- 210 El Brillo Way
- 222 El Brillo Way ⁽⁴⁾
- 210 Via Del Mar
- 200 Via Bellaria
- 324 Brazilian Avenue

Awards

- ⁽¹⁾ 2016 AGC Build Florida
- ⁽²⁾ 2004 AGC Build Florida
- ⁽³⁾ 2012 Institute of Classical Architecture, Addison Mizner Medal
- ⁽⁴⁾ 2000 AGC Build Florida
- ⁽⁵⁾ 2020 ABC Excellence in Construction
- ⁽⁶⁾ 2021 Institute of Classical Architecture, Addison Mizner Medal

1.3.1 PROJECT TEAM



PAT MARSHALL 33 YEARS INDUSTRY | 6 YEARS WITH HB SENIOR PROJECT MANAGER

As Senior Project Manager, Pat will work closely with the project team and superintendent to ensure the overall success of this project during the construction phase. His specific duties include project planning, scheduling, cost control and financial oversight, site logistics, subcontractor management, contract administration, project reporting, permitting, inspections, shop drawing review and implementation, document control, and technical information control.

PALM BEACH MUNICIPAL, COMMERCIAL & RESIDENTIAL PROJECT EXPERIENCE

Municipal/Commercial Properties

- Town of Palm Beach
 - Palm Beach Recreation Center ^(1, 2)
 - Police Station HVAC Renovation
- Carriage House (Landmark)
- Palm House Hotel (demo and life safety)

Palm Beach Private Residences

- 112 Via Palma
- 196 Via Del Mar
- 44 Coconut Row
- 300 South Ocean Blvd.
- 710 South Ocean Blvd. (Landmark)

Awards

- ⁽¹⁾ 2020 ABC Excellence in Construction
- ⁽²⁾ 2021 Institute of Classical Architecture, Addison Mizner Medal

Palm Beach County High-End Residences

- 662 N. Flagler Drive, West Palm Beach
- 27 new homes in Admirals Cove
- 16 new homes in Loblolly Pines
- 312 South Beach, Jupiter Island
- 41 North Beach, Jupiter Island
- 92 North Beach, Jupiter Island
- 372 South Beach, Jupiter Island
- 41 Gomez Road, Jupiter Island
- 92 Lighthouse Drive, Jupiter Inlet Colony
- 96 Lighthouse Drive, Jupiter Inlet Colony
- 98 Lighthouse Drive, Jupiter Inlet Colony
- 2959 SE St Lucie Blvd, Stuart
- 1069 Doubloon Drive, Stuart
- 4545 NE Ocean Boulevard, Stuart
- 12411 Hautree Court, Old Palm
- 12001 SE Tiffany Way, Rolling Hills
- 17926 SE Village Circle, Jupiter Hills



SANDY SCANLON 15 YEARS WITH HB PROJECT ADMINISTRATOR

Sandy Scanlon brings 15 years of experience in administering high-profile, historic and landmark construction projects with Hedrick Brothers and has exceptional knowledge of working together with The Town of Palm Beach.

Sandy has extensive municipal and historic restoration/landmark experience:

- Town of Palm Beach: Town Hall Restoration; Memorial Fountain Restoration; Worth Avenue Streetscapes; and the Barbara and Morton Mandel Recreation Center
- Carriage House, Palm Beach
- Palm Beach County 1916 Historic Courthouse Restoration



1.3.1 PROJECT TEAM



DOUG THOMAS 15 YEARS WITH HB SUPERINTENDENT

Municipal Projects

- **West Palm Beach Fire Rescue Station #4, LEED Silver**
- Palm Beach County 1916 Courthouse Restoration
- Palm Beach County Continuing Contracts
- Historic Sunset Lounge West Palm Beach CRA, West Palm Beach

Commercial Projects

- Urban Youth Impact, West Palm Beach
- SGI Community Center, Miami
- 55 Town Square Office Building, Delray Beach
- Parkland Golf & Tennis Club Guardhouse & Entryway, Parkland

Residential/Landmark

- 1500 South Ocean Boulevard, Palm Beach (Landmark)
- 822 South County Road, Palm Beach (Landmark)
- 710 South Ocean Drive, Palm Beach (Landmark)
- 1520 South Ocean Pedestrian Under AIA Tunnel, Palm Beach
- 1565 North Ocean Way, Palm Beach
- 750 South County Road, Palm Beach
- 48231 S. Flagler Drive, West Palm Beach
- 203 South Beach Road, Jupiter Island
- 291 South Beach Road, Jupiter Island



JESUS CASTRO 21 YEARS WITH HB CONCRETE & CARPENTRY SUPERINTENDENT

Commercial Projects

- Carriage House, Palm Beach (Landmark)
- Bath & Tennis Club, Palm Beach (Landmark)
- Palm Beach County 1916 Courthouse Restoration

Residential/Landmark

- 1520 South Ocean, Palm Beach (Landmark)
- 1500 South Ocean Boulevard, Palm Beach (Landmark)
- 710 South Ocean Drive, Palm Beach (Landmark)
- 800 South County Road, Palm Beach
- 330 Island Road, Palm Beach
- 134 Casa Bendita, Palm Beach
- 3 LaCosta, Palm Beach
- Breakers Row Condominiums
- 150 Bradley Place
- Four Winds Riding Arena, Wellington
- Glenspur Farms, Wellington

Hedrick Brothers Construction's Superintendents are responsible for supervising all of the work in the field, including that of our subcontractors. Additional duties include managing all site quality and safety issues, on-site schedule management, staging and logistics planning, subcontractor coordination, jobsite record-keeping, and the management of all self-performed work.



1.3.1 EXPERIENCE OF THE FIRM - PROJECT AWARDS

1.3.1 PROJECT AWARDS

PROJECT AWARDS

ABC FLORIDA EAST COAST CHAPTER EAGLE AWARD

- 2021 - Private Palm Beach Residence
- 2021 - 205 Datura Street
- 2021 - PBAU Student Housing Complex
- 2020 - Morton & Barbara Mandel Recreation Center Town of Palm Beach
- 2019 - Braman Automotive Porsche, Bentley, Rolls Royce, Pre-Owned Dealerships and Six-Story Parking and Service Garage
- 2019 - BallenIsles Country Club Clubhouse
- 2014 - Pratt & Whitney

AGC FLORIDA EAST COAST CHAPTER BUILD FLORIDA AWARD

- 2019 - Braman Automotive Porsche, Bentley, Rolls Royce, Pre-Owned Dealerships and Six-Story Parking and Service Garage
- 2019 - BallenIsles Country Club Clubhouse
- 2019 - Palm Beach Residence
- 2018 - Jupiter Island Residence
- 2015 - Private Palm Beach Residence
- 2014 - PB County Equestrian Estate
- 2009 - EcoPlex
- 2008 - PB County 1916 Historic Courthouse
- 2006 - Flagler Kenan Pavilion
- 2006 - Private Palm Beach Residence
- 2005 - Private Palm Beach Residence
- 2004 - Private Palm Beach Residence
- 2002 - Private Palm Beach Residence
- 2001 - Harriet Himmel Theater CityPlace
- 2000 - Eastpointe Country Club
- 2000 - Private Residence

INSTITUTE FOR CLASSICAL ARCHITECTURE ADDISON MIZNER MEDAL

- 2019 Morton & Barbara Mandel Recreation Center Town of Palm Beach
- 2014 Equestrian Estate, Wellington
- 2013 Graff, Worth Avenue
- 2012 Il Palmetto, Palm Beach
- 2012 Flagler Kenan Pavilion, Palm Beach

PRESERVATION FOUNDATION OF PALM BEACH BALLINGER AWARD

- 2011 Bath & Tennis Club, Palm Beach

FLORIDA TRUST FOR HISTORIC PRESERVATION

FLORIDA PRESERVATION AWARD

- 2008 Historic Restoration, 1916 Palm Beach County Courthouse
- 2008 The Flagler Kenan Pavilion at the Flagler Museum
- 2001 Historic Restoration, The Harriet Theater at CityPlace

CORPORATE RECOGNITION

AMERICAN INSTITUTE OF ARCHITECTS

- PALM BEACH CHAPTER

- 2019 Builder of the Year Award
- 2019 Craftsman of the Year Award, Keith Richardson
- 2013 Builder of the Year Award
- 2011 Builder of the Year Award
- 2007 Builder of the Year Award
- 2007 Craftsman of the Year Award, Robin Lunsford
- 2001 Builder of the Year Award

- STATE OF FLORIDA

- 2014 Builder of the Year Award
- 2012 Builder of the Year Award

SAFETY COUNCIL OF PALM BEACH COUNTY

- 2021-2014 Annual Award of Excellence

UNIVERSITY OF FLORIDA M.E. RINKER, SR.

SCHOOL OF CONSTRUCTION MANAGEMENT

- 2019 Construction Hall of Fame Inductee, Dale Hedrick
- 2015 Distinguished Alumnus Award, Dale Hedrick

WORLD LEADERS GROUP

- 2015 Servant Leader Award, Dale Hedrick

SUN SENTINEL EXCALIBUR AWARD

- 2008 Palm Beach County Small Business Leader of the Year, Dale Hedrick

SOUTH FLORIDA BUSINESS JOURNAL

- ULTIMATE CEO AWARD

- 2010 Dale Hedrick

- 40 UNDER 40 AWARD

- 2016 Patrick Painter, General Counsel
- 2014 Eric Engstrom, Chief Financial Officer

PALM BEACH ATLANTIC COLLEGE

- 2001 American Free Enterprise Companion Medal, Dale Hedrick



1.3.3 SIMILAR COMPLETED PROJECTS LISTING



1.3.3 SIMILAR COMPLETED PROJECTS LISTING

11-9-21 TCM Backup

Client Name	Project Name	Start/End Dates	Description	Beginning/End Contract Amount	Client Contact
Town of Palm Beach	Morton & Barbara Mandel Recreation Center	8/2018 11/2019	New 17,229-square-foot Morton & Barbara Mandel Recreation Center	\$11,602,518 \$11,192,362	Carolyn Stone Town of Palm Beach 561-838-5410 cstone@townofpalmbeach.com
Town of Palm Beach	Par 3 Clubhouse	2/2013 11/2013	New municipal two story golf clubhouse with pro shop, golf cart storage, restaurant.	\$2,290,250 \$2,562,165	Jay Boodheshwar Town of Palm Beach 561-838-5410 jboodheshwar@townofpalmbeach.com
Town of Palm Beach	Town Hall	6/2008 6/2010	Three-phase renovation and restoration modernized the 1923 town hall with renovated council chambers, new office configurations, new impact windows, new roof and upgraded MEP.	\$10,366,181	Jay Boodheshwar Town of Palm Beach jboodheshwar@townofpalmbeach.com
Palm Beach County Capital Improvements	Main Judicial Center Security - Renovation	1/2019 11/2021	A two-year phased Main Judicial Center project replaces the outdated electronic and security systems technologies and expands their emergency operations center while the Judicial Center fully operational. The 22 month night schedule was approved and began January 2019 with completion scheduled for November 2021. Electronics and systems technologies replaced and integrated utilizing a Physical Security Information Management (PSIM) platform	\$13,663,816 \$13,643,802	Richard Avery, Project Manager 561-233-0208 ravery@pbcgov.org
Palm Beach County Capital Improvements	Detention Center Facilities - Renovation	12/2013 Ongoing	+ \$50M multi-year facilities renovation of the Main Detention Center, West Palm Beach, FL and the West Detention Center, Belle Glade, FL. The phased project systematically replaces aging infrastructure as well as renovates, expands, and standardizes technology. The scope includes but is not limited to cooling towers, chillers, AHU, HVAC, fire protection, plumbing, boilers, electrical, low voltage electrical systems, electronic security systems and fire alarm, security doors and hardware, roofing, weatherproofing, and other similar improvements.	+\$50,000,000	Jeffrey Halverson, Project Manager 561-233-0200 jhalverson@pbcgov.org
Palm Beach County Capital Improvements	Airport II Center	11/2015 1/2017	Interior and exterior renovation of five-story building Envelope hardening to withstand 180 MPH wind loads Municipal offices New electrical, plumbing, fire protection and HVAC systems New partitions layout with casework and finishes New chiller	\$10,836,014 \$9,996,222	Fernando DelDago, Director 561-233-5276 fdeldago@pbcgov.org

1.3.3 SIMILAR COMPLETED PROJECTS LISTING

City of West Palm Beach	Fire Station No. 4 - New	9/2017 11/2018	The project scope included: relocation of the fire station to a temporary facility; demolition of the existing building; and new construction of an 11,863 square foot state-of-the-art fire station. The building includes firefighting apparatus such as fire engines and related vehicles, personal protective equipment, fire hoses, and other specialized equipment, as well as male/female sleeping quarters, showers and restrooms, and a centralized commercial kitchen. The two-story facility has a Category 5 structural design and will serve as a secondary emergency operations center; was built to achieve LEED certification; and has a Spanish Mission architectural theme to the exterior of the building to reflect the look and feel of the surrounding neighborhood.	\$5,377,105 \$5,448,360	Kevin Volbrecht, Director of Engineering Services 561-494-1091 kvolbrecht@wpb.org
Martin County	Fire Station No. 18 - New	7/2021 7/2022	New fire rescue station and site improvements at 1995 NW Britt Road, Stuart, FL 33499. Construction is underway and the 12,389 sq. ft. one-story building will include an apparatus bay, decontamination room, bunker gear room, kitchen, 10 dorm rooms, IT room and watch room. Site improvements include a new storm water control system, sanitary lift station, generator, propane tank, communications tower, and heavy-duty concrete driveways and parking.	\$4,160,790	Kevin Landry Facilities Operations Administrator 772-320-3046 klandry@martin.fl.us
Seacoast Utilities Authority	Administration & Operations Complex - New & Renovation	9/2019 9/2021	Phased demolition, renovation, and new construction of their Administration Complex. The 40,000 square foot project, on an active and operational public utility complex, will include new administration, operations, fleet/warehouse/maintenance, and equipment storage buildings. The scope also includes a new lunch pavilion, the exterior remodel of a workshop building, removal, and relocation of existing utilities, a new parking lot, hardscape, and landscape.	\$18,239,588	Rim Bishop, Executive Director 561-627-2900 rbishop@sua.com
State of Florida Dept of Military Affairs	Callaway Armed Forces National Guard	8-2016 10-2019 12-2017 0-2020	The State of Florida, Department of Military Affairs, Florida National Guard hired the HB team for a two-phased project at the James B. Callaway Armed Forces Reserve Center, Gun Club Road, West Palm Beach. Ph 1 - A complete renovation of an existing two-story 57,474 SF facility was completed and included selective demolition (interior and exterior), new structural steel, waterproofing and new roof, plumbing, lighting fixtures, HVAC equipment, main electrical system, and mass communication systems. Ph 2 was completed with the construction of a new split-faced block storage building, 3 acres of compacted crushed concrete/rock for military vehicle parking, dry retention, underground drainage including a new outfall to SFWMD C-51 Canal, as well as fencing, landscaping and irrigation throughout the site.	\$8,135,157 \$8,195,289	Major Keith Anderson 561-616-5292 keith.p.anderson.mil@mail.mil



1.3.4 WORKLOAD & SCHEDULING

1.3.4 WORKLOAD

CORPORATE WORKLOAD

Hedrick Brothers Construction's corporate project workload is divided into two separate divisions: Luxury Residential & Palm Beach under the direction of COO & President Gene Parker and the Commercial Division headed by President Erik Himmel. Each division has its dedicated team members including preconstruction and estimating, project management, supervisory and field staff. A Shared Services team includes corporate financial, human resources, information technology, legal, virtual design and construction, business development, marketing and administrative staff.

***The proposed team from our Residential/Palm Beach Division is scheduled to complete their current project assignments in Q4-2021 and have the capacity and availability to seamlessly perform the North Fire Station project.**

RESIDENTIAL/PALM BEACH DIVISION

PROJECT NAME	COMPLETION	PROJECT OWNER	OFFICE	BUDGET
* 264/270 South County Road	Q4-2021	Confidential	Palm Beach	Confidential
* 4821 South Flagler	Q4-2021	Confidential	Palm Beach	Confidential
622 North Flagler Road	Q4-2021	Confidential	Palm Beach	Confidential
1100 North Ocean	Q4-2021	Confidential	Palm Beach	Confidential
221 El Vedado	Q4-2021	Confidential	Palm Beach	Confidential
1960 South Ocean Boulevard	Q4-2021	Confidential	Palm Beach	Confidential
10 Golfview Road	Q4-2021	Confidential	Palm Beach	Confidential
215 Via Del Mar	Q4-2021	Confidential	Palm Beach	Confidential
100 South Flagler Drive	Q4-2021	Confidential	Palm Beach	Confidential
44 Coconut Road	Q4-2021	Confidential	Palm Beach	Confidential
150 Bradley Place	Q4-2021	Confidential	Palm Beach	Confidential
160 Royal Palm Way	Q1-2022	Confidential	Palm Beach	Confidential
Apogee 1201	Q1-2022	Confidential	Palm Beach	Confidential
200 Via Bellaria	Q2-2022	Confidential	Palm Beach	Confidential
726 Hi Mount Road	Q2-2022	Confidential	Palm Beach	Confidential

COMMERCIAL DIVISION

PROJECT NAME	COMPLETION	PROJECT OWNER	OFFICE	BUDGET
EOC Data Center Shell	Q4-2021	Palm Beach County Capital Improvements	West Palm Beach	\$1,000,000
B99 Road	Q4-2021	Pratt & Whitney	West Palm Beach	\$3,172,958
Suntree Country Club Clubhouse	Q4-2021	Suntree Country Club	Melbourne	\$6,651,885
Restaurant, Retail & Interior Renovations	Q4-2021	Hammock Beach Resort	Melbourne	\$5,698,584
Community Center	Q1-2022	Village of Tequesta	West Palm Beach	\$8,000,000
FCC Environmental	Q1-2022	FCC Environmental	West Palm Beach	\$3,189,893
FPL Alton Substation	Q1-2022	Siemens Energy	West Palm Beach	\$7,336,000
Venetian Isles Fitness Center & Clubhouse	Q1-2022	Venetian Isles HOA	West Palm Beach	\$9,090,255
Sunscape Senior Living	Q2-2022	Protea Capital Partners	West Palm Beach	\$19,831,107
Main Detention Center Phase 3-East & South Tower Renewal and Replacement	Q2-2022	Palm Beach County Capital Improvements	West Palm Beach	Phase 3 \$13,835,150
Student Union / Classroom Building	Q3-2022	The King's Academy	West Palm Beach	\$8,000,000
Fire Rescue Station #18	Q3-2022	Martin County	Melbourne	\$4,730,821
Riverstone Multifamily & Parking Garage	Q4-2022	Zabik & Associates Owner's Rep	West Palm Beach	\$85,000,000



1.3.2 APPROACH AND EXPERIENCE



1.3.2 PRELIMINARY APPROACH

PROVEN TRACK RECORD



Recreation Center team Sr. PM Par Marshall and Project Administrator Sandy Scanlon are proposed for the North Fire Station project.

Hedrick Brothers Construction has a successful track record on our past work with the Town on Palm Beach. Our most recent CMAR with the Town – the Morton and Barbara Mandel Recreation Center – has been recognized not only by the Town residents but also has won design and construction awards. This project went through a lengthy preconstruction and value engineering process which led to an on time and under budget completion. We are well versed in the Town's expectations in terms of administrative requirements, routine updates, detailed schedule updates and complete transparency. Our preconstruction team for the North Fire Station has worked on the award winning Recreation Center along with other Town projects. We believe in a clear line of communication and the proposed team has extensive experience in working with the Town officials.

PUBLIC SAFETY EXPERIENCE

Our company's portfolio includes fire rescue stations, emergency operation centers, police stations, and public safety facilities, which will aid in our preconstruction and value engineering services. Our team will be able to assist with design suggestions, material selections and logistical changes. As our estimation team has aided the Town with exploratory services on the North Fire Station in the past, we will be able to provide budget efficiencies with trades partners who have previously visited this project.



N FIRE STATION OBSERVATIONS & RECOMMENDATIONS

The proposed improvements to the North Fire Station call out for a complete interior renovation. Hedrick Brothers assisted the Purchasing Department with site exploration and preliminary budget development in 2020. We have attached the past budget (values from 2020) and preliminary schedule in this package as reference. Exploratory services revealed deficiencies in exterior windows and doors structural connections, 2nd Floor substrate to joist connections, truss to framing and foundation connections. Our personal observations and specialty subcontractor opinions recommended a complete roof replacement, structural upgrades to the building as per current codes and a complete replacement of windows and doors. With our 40+ years of working on Palm Beach Island and specifically on numerous landmarked projects, we would like to propose this upgrade to the structure. Without the shell, openings and roof upgraded to current code, the Town will run into the risk of continued damages to newly finished surfaces. Our exploratory work also revealed termite damage to the structure. We plan for tenting and fumigation of the structure after project completion.

COMMUNICATIONS

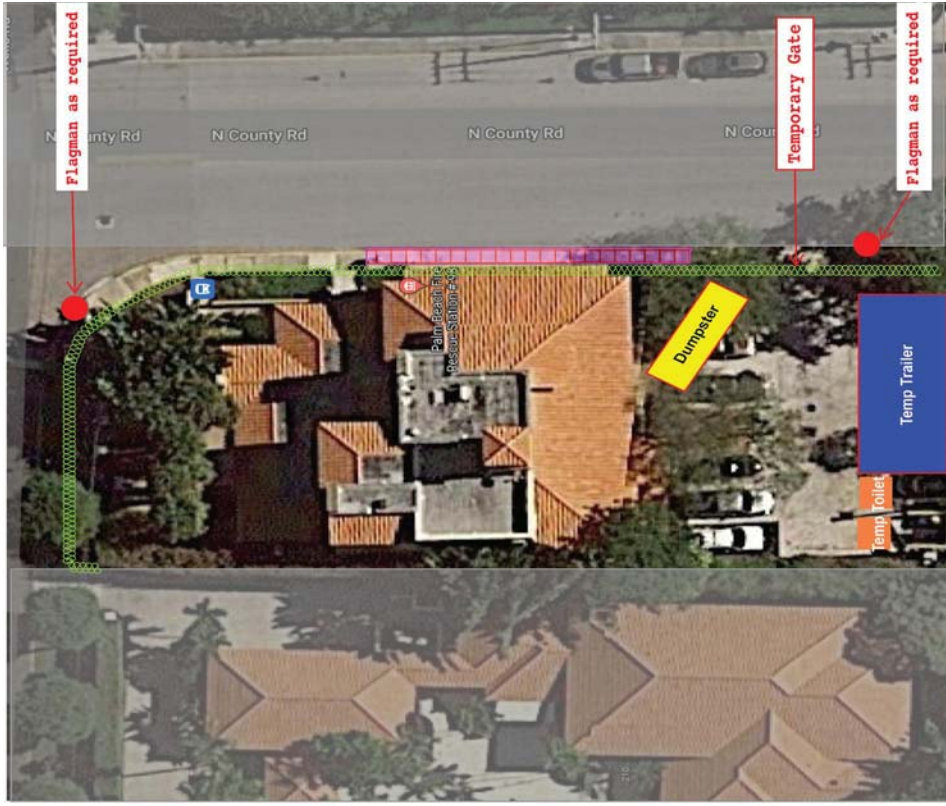
Our standard weekly project meetings with the Town will allow for a smooth operation for the entire project. The Monthly Executive Report will share the project progress, photos, detailed schedule, cost summaries and a look ahead for work. We believe in an open door policy, and will be available to answer any questions pertaining to the project. We use Procore for integrating the field and administrative management. The Town will have digital access to relevant information on Procore. Our monthly payment applications will be reviewed by our accounting team and the project management team to provide detailed costs and backup for every dollar invested in this project.



1.3.2 PRELIMINARY APPROACH

GOOD NEIGHBORS

With our four decades of work in the Town of Palm Beach, we have learned that neighbor relations are of utmost importance. As a good neighbor, we will always have Hedrick Brothers supervisory personnel on the project to answer and manage any resident questions. Our mobilization process will include formally reaching out to the neighboring properties to ensure that they have a point of contact if there is any unforeseen disturbance. Our logistics plan will take in consideration the residential street to the North of the fire station with flagmen present as required. With site safety fencing, secured scaffolding, covered sidewalks and site coordination personnel, every effort will be made to allow a routine operation for our neighbors and pedestrians.



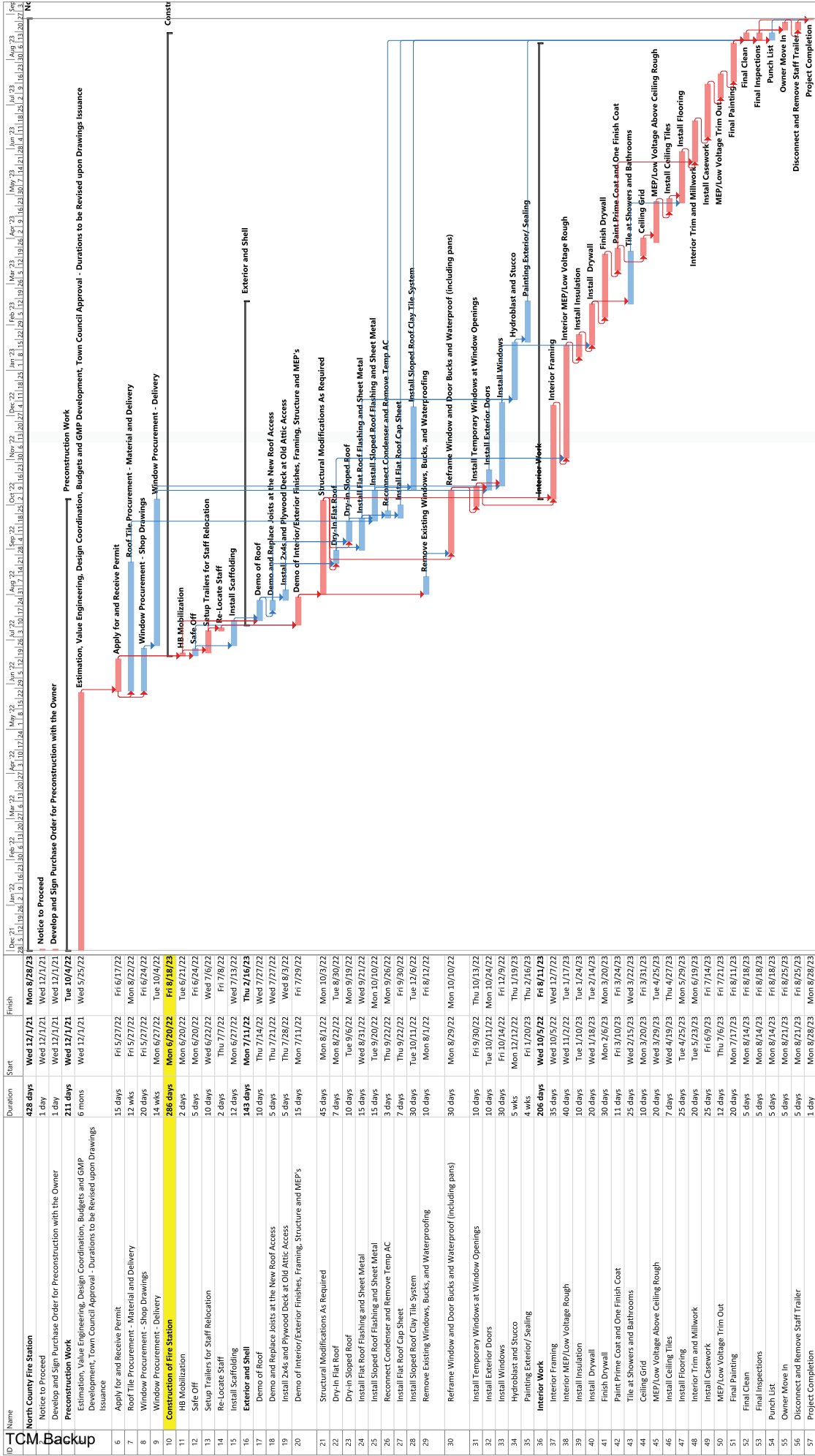
Construction Parking to be planned with the Town to minimize resident disturbance and provide effective loading and unloading of labor and material.

- Temporary Pedestrian Covered Walkway
- Dumpster
- Temp Trailer
- Temporary Trailer
- Temporary Toilet
- Construction Fencing

1.3.2 & 1.3.4 PRELIMINARY SCHEDULE

North Fire Station #2 Preliminary Schedule Complete Renovation

11-9-21



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1.3.2 PROJECT APPROACH - PRELIMINARY BUDGET

HERDRICK BROS CONST CO INC

Spreadsheet Report

North Fire Station Renovation - Subcontractor Pricing is from Early 2020

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1-9-21 TCM

Group	Phase	Description	Takeoff Quantity	Labor Productivity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Other Price	Other Amount	Equip Amount	Grand Total Amount
1000.000	1300.010	GENERAL REQUIREMENTS														
		Personnel: Supervisor	58.00 wk	40,000 hr / wk	4,000.00 /wk	100.00 /hr	232,000	-	-	-	-	-	-	-	-	232,000
		Superintendent					232,000									232,000
	1310.010	Personnel: Supervision														
		Personnel: Proj. Managmnt														
		Project Executive	58.00 wk	5,000 hr / wk	775.00 /wk	155.00 /hr	44,950	-	-	-	-	/wk	-	-	-	44,950
		Project Manager	58.00 wk	40,000 hr / wk	5,000.00 /wk	125.00 /hr	290,000	-	-	-	-	/wk	-	-	-	290,000
		Project Administrator	58.00 wk	40,000 hr / wk	3,000.00 /wk	75.00 /hr	174,000	-	-	-	-	/wk	-	-	-	174,000
		Estimation	1.00 ls		31,500.00 /ls	31,500.00 /ls		-	-	0.00 /ls	0	/ls	-	-	-	31,500
							540,450									540,450
1455.010		Personnel: Proj. Managmnt														
		Special Inspectors														
		Special Inspector - NIC	1.00 nic			/nic		/nic		0.01 /nic	0	/nic	-	-	-	0
		Special Inspectors														
	1510.010	Utilities: Temporary														
		Temp Electricity - by Owner	1.00 nic			/nic		/nic		0.01 /nic	0	/nic	-	-	-	0
		Temp Water - by Owner	1.00 nic			/nic		/nic		0.01 /nic	0	/nic	-	-	-	0
		Temp Toilet	14.00 mo		-	-	-	/mo		-	-	-	440.00 /mo	6,160	-	6,160
		Toilet Enclosure	4.00 ea		750.00 /ea	750.00 /ea	3,000	240.00 /ea	960	-	-	-	-	-	-	4,027
							3,000		960		0			6,160		10,187
1520.010		Utilities: Temporary														
		Temp: Facilities														
		Cups & Ice	14.00 mo		-	-	-	-	-	-	-	-	125.00 /mo	1,750	-	1,750
		Blue Prints	1.00 ls		-	-	-	-	-	-	-	-	1,500.00 /ls	1,500	-	1,500
		Site Office - Including Set-up and Tear-down	1.00 ls		-	-	-	-	-	-	-	-	2,000.00 /ls	2,000	-	2,000
														5,250		5,250
	1520.020	Temp: Facilities														
		Office Supplies	14.00 mo		100.00 /mo	100.00 /mo	1,400	150.00 /mo	2,100	-	-	105.00 /mo	-	-	1,470	5,117
		Temp: Supplies			/mo		1,400		2,100					1,470	5,117	
		Temp: Tools & Equipment														
1540.010		Tools & Equipment														
		Tools & Equipment	14.00 mo		-	-	-	250.00 /mo	3,500	-	-	-	-	-	-	3,745
									3,500							3,745
	1550.010	Temp: Tools & Equipment														
		Temp: Traffic Control														
		ROW Permits - NIC	1.00 nic		-	-	-	-	-	-	-	-	0.01 /nic	0	-	0
		Temp: Traffic Control												0		0
	1556.010	Parking														
		Parking & Van Driver	14.00 mo		3,600.00 /mo	3,600.00 /mo	50,400	-	-	1,350.00 /mo	18,900	1,350.00 /mo	-	-	18,900	88,200
							50,400				18,900				18,900	88,200
1562.010		Controls: Safety														
		First Aid Equip	14.00 mo		-	-	-	-	-	-	-	-	-	-	-	-
		Safety Director	14.00 mo		56.00 /hr	56.00 /hr	3,920	-	-	-	-	-	75.00 /mo	1,050	-	1,050
		Controls: Safety					3,920							1,050		4,970
	1740.010	Clean Up														
		Final Cleanup Sub	1.00 ls		-	-	-	-	-	10,000.00 /ls	10,000	-	-	-	-	10,000
		Current Cleanup	58.00 wk	20,000 hr / wk	600.00 /wk	30.00 /hr	34,800	60.00 /wk	3,480	-	-	-	-	-	-	38,524
		Dumpster	20.00 ea		-	-	-	-	-	-	-	575.00 /ea	-	-	-	11,500
		Clean Up					34,800		3,480		10,000				11,500	60,024
	1774.010	Project Closeout														
2000.000		Project Closeout - Sup/PM/PA (wk)	2.00 wk		12,000.00 /wk	12,000.00 /wk	24,000	/wk		-	-	-	-	-	-	24,000
		Project Closeout					24,000									24,000
		GENERAL REQUIREMENTS					889,970		10,040		28,900			12,460	31,870	973,943
	2221.010	SITEWORK														
		Demo: General														
		Demolition - Complete Interior Gut	1.00 ls		-	-	-	-	-	89,000.00 /ls	89,000	-	-	-	-	89,000
		Asbestos & Lead Abatement	1.00 ls		-	-	-	-	-	0.01 /ls	0	-	-	-	-	0
		Windows and Doors Removal	1.00 ls		-	-	-	-	-	0.01 /ls	0	-	-	-	-	0
		Temporary Fence and Screen	1.00 ls		-	-	-	-	-	2,000.00 /ls	2,000	-	-	-	-	2,000
		Driveway, Sidewalk and Parking Protection	1.00 ls		-	-	-	-	-	5,000.00 /ls	5,000	-	-	-	-	5,000
237		Temporary Barriades	1.00 ls		-	-	-	-	-	500.00 /ls	500	-	-	-	-	500
		Carpenter	10.00 wk	40,000 hr / wk	2,200.00 /wk	55.00 /hr	22,000	-	-	0.01 /wk	0	-	-	-	-	22,000
		Labor	10.00 wk	40,000 hr / wk	1,200.00 /wk	30.00 /hr	12,000	-	-	0.01 /wk	0	-	-	-	-	12,000
		Demo: General					34,000				96,500					130,500
	2770.010	Paving: Curbs & Gutters			/sf											



1.3.2 PROJECT APPROACH - PRELIMINARY BUDGET

HERDRICK BROS CONST CO INC

Spreadsheet Report

North Fire Station Renovation - Subcontractor Pricing is from Early 2020

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Group	Phase	Description	Takeoff Quantity	Labor Productivity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Other Price	Other Amount	Equip Amount	Grand Total Amount
TGM Backup	2770.010	Paving: Curbs & Gutters Concrete Curbs and Sidewalks Repair - Allowance	1.00 ls		-	-	-	-	-	3,000.00 /ls	3,000	-	-	-	-	3,000
	2900.010	Paving: Curbs & Gutters Landscape: General Landscaping/Hardscape Allowance for Restoration of Existing Conditions	1.00 ls		-	-	-	-	-	10,000.00 /ls	10,000	-	-	-	-	10,000
3000.000		Landscape: General Restoration of Existing Conditions									10,000					10,000
		Landscape: General					34,000				109,500					143,500
6000.000		SITEWORK CONCRETE														
	3010.010	Concrete/Shell Concrete, Shell and Framing - Major Structural Upgrades	1.00 ls		-	-	-	-	-	583,560.00 /ls	583,560	-	-	-	-	583,560
		Carpenter Laborer	15.00 wk 15.00 wk	40,000 hr / wk 40,000 hr / wk	2,200.00 /wk 1,200.00 /wk	55.00 /hr 30.00 /hr	33,000 18,000	-	-	0.01 /wk	0	-	-	-	-	33,000
		Concrete/Shell CONCRETE					51,000 51,000	-	-		583,560 583,560	-	-	-	-	18,000 634,560 634,560
	6220.010	WOOD & PLASTICS Millwork	1.00 ls		0.01 /ls	0.01 /ls	0	/s	/s	17,240.00 /ls	17,240	/s	/s	-	-	17,240
		Exterior Wood Outfitters Carpenter Laborer	1.00 ls 6.00 wk 6.00 wk	40,000 hr / wk 40,000 hr / wk 40,000 hr / wk	2,200.00 /wk 1,200.00 /wk 1,200.00 /wk	55.00 /hr 30.00 /hr 30.00 /hr	13,200 7,200 20,400	-	-		100,000 13,200 117,240	-	-	-	-	100,000 7,200 137,640
7000.000		WOOD & PLASTICS THERMAL & MOISTURE PROT					20,400				117,240					137,640
	7214.005	Insulation Insulation	1.00 ls		-	-	-	-	-	34,500.00 /ls	34,500	-	-	-	-	34,500
	7321.000	Clay Roof Tiles Removal of Existing Roof and New Roof per Drawings	1.00 ls		-	-	-	-	-	402,332.00 /ls	402,332	-	-	-	-	402,332
		Carpenter Laborer	5.00 wk 5.00 wk	40,000 hr / wk 40,000 hr / wk	2,200.00 /wk 1,200.00 /wk	55.00 /hr 30.00 /hr	11,000 6,000	-	-		402,332	-	-	-	-	11,000 6,000
	7920.010	Clay Roof Tiles Waterproofing and Caulking					17,000				402,332					419,332
		Thoresseal on Walls Waterproofing Showers	1.00 ls 1.00 ls		-	-	-	-	-	11,637.00 /ls 7,200.00 /ls	11,637 7,200	-	-	-	-	11,637 7,200
		Carpenter Laborer	5.00 wk 5.00 wk	40,000 hr / wk 40,000 hr / wk	2,200.00 /wk 1,200.00 /wk	55.00 /hr 30.00 /hr	11,000 6,000	-	-		11,000 6,000	-	-	-	-	11,000 6,000
		Waterproofing and Caulking THERMAL & MOISTURE PROT					17,000				18,837					35,837
8000.000		DOORS & WINDOWS Interior Wood Doors					34,000				455,669					489,669
	8210.000	Interior Wood Door (56) Interior Wood Door Hardware (56)	1.00 ls 1.00 ls		-	-	-	-	-	28,000.00 /ls 11,200.00 /ls	28,000 11,200	-	-	-	-	28,000 11,200
	8210.005	Interior Wood Doors Fiberglass Exterior Doors					0			21,000.00 /ls 3,600.00 /ls	21,000 3,600	-	-	-	-	21,000 3,600
		Exterior Door Hardware Carpenter Laborer	1.00 ls 7.00 wk 7.00 wk	40,000 hr / wk 40,000 hr / wk 40,000 hr / wk	2,200.00 /wk 1,200.00 /wk 1,200.00 /wk	55.00 /hr 30.00 /hr 30.00 /hr	15,400 8,400 23,800	-	-		3,600 15,400 24,600	-	-	-	-	3,600 15,400 48,400
	8500.000	Exterior Wood Doors Windows								307,985.00 /ls	307,985	-	-	-	-	307,985
		All New Kolbe Windows - Replace all Units, Copper Panels, Waterproofing, Insulation	1.00 ls		-	-	-	-	-	63,373.00 /ls	63,373	-	-	-	-	63,373
238		Cline Door on Roof Rolling Shutters	1.00 ls		-	-	-	-	-	16,890.00 /ls	16,890	-	-	-	-	16,890
		Windows Protection	1.00 ls		-	-	-	-	-	20,400.00 /ls	20,400	-	-	-	-	20,400



1.3.2 PROJECT APPROACH - PRELIMINARY BUDGET

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North Fire Station Renovation - Subcontractor Pricing is from Early 2020

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Group	Phase	Description	Takeoff Quantity	Labor Productivity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Other Price	Other Amount	Equip Amount	Grand Total Amount
9000.000		Windows					23,800				408,648					408,648
		DOORS & WINDOWS									472,448					472,448
		FINISHES														
	9000.010	Division 9 Subcontractors														
		Carpenter	7.00 wk	40,000 hr / wk	2,200.00 /wk	55.00 /hr	15,400	-	-	/wk		-	-	-	-	15,400
		Laborer	7.00 wk	40,000 hr / wk	1,200.00 /wk	30.00 /hr	8,400	-	-	/wk		-	-	-	-	8,400
		Division 9 Subcontractors			/ea		23,800									23,800
	9180.010	STUCCO														
		Hydroblast Existing Stucco, New Stucco Over Waterproofed Walls	1.00 ls		-	-	-	-	-	34,692.00 /ls	34,692	-	-	-	-	34,692
		Scaffolding	1.00 ls		-	-	-	-	-	141,814.00 /ls	141,814	-	-	-	-	141,814
9255.005		STUCCO									176,506					176,506
	9255.005	DRYWALL & METAL FRAMING														
		Drywall and Metal Framing - Exterior Walls and Furring, Interior Walls with Metal Studs, Drywall Walls and Ceilings, Level 4 Finish	1.00 ls		-	-	-	-	-	186,000.00 /ls	186,000	-	-	-	-	186,000
		DRYWALL & METAL FRAMING														
	9310.005	Ceramic Tile														
		Tile Flooring - Baths and Toilets, Locker Rooms, Base included	1.00 ls		-	-	-	-	-	25,000.00 /ls	25,000	-	-	-	-	25,000
		Ceramic Tile			/ls						25,000					25,000
	9680.005	Carpeting														
		New Carpet on all interior floors (Excl bedrooms, locker rooms, kitchen)	1.00 ls		-	-	-	-	-	11,166.00 /ls	11,166	-	-	-	-	11,166
		Carpeting			/ls						11,166					11,166
9900.010		PAINT & COATINGS														
		Exterior Painting all Building Walls	1.00 ls		-	-	-	-	-	14,385.00 /ls	14,385	-	-	-	-	14,385
		Interior Painting - Incl Interior side of Windows	1.00 ls		-	-	-	-	-	97,051.00 /ls	97,051	-	-	-	-	97,051
		Temp Protection	1.00 ls		-	-	-	-	-	32,734.00 /ls	32,734	-	-	-	-	32,734
		PAINT & COATINGS									144,170					144,170
	FINISHES															
	SPECIAL TIES						23,800				542,842					566,642
	Division 10 Subcontractors															
	10000.010	Carpenter	3.00 wk	40,000 hr / wk	2,200.00 /wk	55.00 /hr	6,600	-	-	1.00 /wk	3	-	-	-	-	6,603
		Laborer	3.00 wk	40,000 hr / wk	1,200.00 /wk	30.00 /hr	3,600	-	-	1.00 /wk	3	-	-	-	-	3,603
10290.010		Fire Extinguishers, Lockers, Bathroom Compartments, Bath Accessories, Laundry Chute	1.00 ls		-	-	-	-	-	35,000.00 /ls	35,000	-	-	-	-	35,000
	Division 10 Subcontractors				/ea		10,200				35,006					45,206
	Pest Control															
	Termite Fumigation		1.00 ls		0.01 /ls	0.01 /ls	0	0.01 /ls	0	25,694.00 /ls	25,694	-	-	-	-	25,694
	Pest Control				/ea		0		0		25,694					25,694
	Signs and Letters															
	Interior Signage		1.00 ls		0.00 /ls	0.00 /ls	0	/ls		10,000.00 /ls	10,000	-	-	-	-	10,000
	Signs and Letters				/ea		10,200		0		70,700					80,900
	SPECIAL TIES															
	EQUIPMENT															
11000.000		Equip. Residential Food Kitchen Appliance			-	-	-	-	-	8,800.00 /ls	8,800	-	-	-	-	8,800
	Equip. Residential Food		1.00 ls		/ea		-		8,800		8,800					8,800
	EQUIPMENT															
	MECHANICAL															
	Fire Sprinkler															
	Safe Off for Demo, New Fire Sprinkler System and Heads		1.00 ls		-	-	-	-	-	97,500.00 /ls	97,500	-	-	-	-	97,500
	Fire Sprinkler				/ea						97,500					97,500
	PLUMBING															
	New Plumbing and Fxtures		1.00 ls		-	-	-	-	-	116,730.00 /ls	116,730	-	-	-	-	116,730
	Connect 5 Downspouts to existing drainage Allowance		1.00 ls		-	-	-	-	-	10,500.00 /ls	10,500	-	-	-	-	10,500
15000.000		239														



1.3.2 PROJECT APPROACH - PRELIMINARY BUDGET

11-21 TCM Backup

HEB RICK BROS CONST CO INC

Spreadsheet Report

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Group	Phase	Description	Takeoff Quantity	Labor Productivity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Other Price	Other Amount	Equip Amount	Grand Total Amount
15700.000		PLUMBING									127,230					127,230
		HVAC SYSTEMS														
		Safe Off for Demo, Temp AC, New HVAC System, Exhausts	1.00 ls		-	-	-	-	-	194,550.00 /ls	194,550	-	-	-	-	194,550
		HVAC SYSTEMS									194,550					194,550
16000.000		MECHANICAL									419,280					419,280
		ELECTRICAL														
		ELECTRICAL														
		Safe Off for Demo, Incl Fixtures, Generator (Excl)	1.00 ls		-	-	-	-	-	225,000.00 /ls	225,000	-	-	-	-	225,000
16700.010		ELECTRICAL														
		Lightning Protection	1.00 ls		-	-	-	-	-	10,000.00 /ls	10,000	-	-	-	-	10,000
		ELECTRICAL									235,000					235,000
		Communications														
16721.000		Communications														
		Fire Alarm	1.00 nic		-	-	-	-	-	0.01 /nic	0	-	-	-	-	0
		Fire Alarm														
		Fire Alarm	1.00 nic		-	-	-	-	-	0.01 /nic	0	-	-	-	-	0
16800.000		Sound and Video														
		Sound and Video System	1.00 nic		-	-	-	-	-	0.01 /nic	0	-	-	-	-	0
		Sound and Video														
		Controls														
16900.000		Low Voltage Controls														
		Controls	1.00 nic		-	-	-	-	-	0.01 /nic	0	-	-	-	-	0
		Controls														
		ELECTRICAL									235,000					235,000

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	1,087,170		13,200.000 hrs			120.023 /sf	22.33%
Material	10,743					1.186 /sf	0.22%
Subcontract	3,043,939					336.050 /sf	62.52%
Equipment	31,870		6,960.000 hrs			3.518 /sf	0.65%
Other	12,460					1.376 /sf	0.26%
	4,186,182	4,186,182				462.153 /sf	85.98%
Insurance	54,420			1.300 %	T	6.008 /sf	1.12%
	54,420	4,240,602				468.161 /sf	1.12%
Contractors Fee	339,248			8.000 %	T	37.453 /sf	6.97%
	339,248	4,579,850				505.614 /sf	6.97%
P&P Bond	57,248			1.250 %	T	6.320 /sf	1.18%
	57,248	4,637,098				511.934 /sf	1.18%
Contractors Contingency	231,855			5.000 %	T	25.597 /sf	4.76%
Total		4,868,953				537.531 /sf	

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1.3.2 CMAR APPROACH - SAFETY



Safety Week 2021

SAFETY

Hedrick Brothers Construction is committed to providing a safe and healthy environment for our employees and all subcontractors and Owners across all projects. ***NO project takes priority over safety – we want to see everyone on our projects go home safe at the end of each day and take pride in our ability to make this a reality.***

On our projects, the project manager and superintendent are responsible for the culture of safety on the project. Their ability to naturally foster this culture is achieved through training, both in-house and external, and Hedrick Brothers' Safety Protocol and Manual. All employees are expected to be versed and adhere to this manual and the training provided. The provisions of our Safety Protocol comply with requirements set forth by local, state, and federal regulations. Our Safety Protocol is continually reviewed and reevaluated while also considering the requirements established by the owners and client organizations.

We have a culture of excellence at Hedrick Brothers, which starts with our safety. We have a ***0.64 Experience Modifier Rate (EMR)***, which is a direct reflection of our ability to manage zero-accident projects, on all of our projects. Aside from being a key indicator of our ability to manage our projects safely, it also means our clients pay \$0.64 on the dollar in insurance premiums – savings that are realized by the owner.



1.3.2 CMAR APPROACH - SAFETY

SAFETY IN PRECONSTRUCTION

Since we have a strong culture of safety at Hedrick Brothers, we integrate safety and risk mitigation into the early planning stages of the project – getting ahead of any potential risk. Such information is obtained through:

- Assessing the client's safety protocols and incorporating them into our own
- Security assessment
- Site logistics planning
- Hazard/exposure assessment
- Gap assessment
- Local / specialty code review

SAFETY IN CONSTRUCTION

Our standard construction gear includes hardhats, high visibility shirts/vests and steel toe boots for any person entering the jobsite.

During the construction of each project, we maintain the *HB Safety Manual* on-site at all times. The manual is finalized during the preconstruction safety/risk assessment. Additionally, we require all subcontractors to provide their safety manuals, which are reviewed and approved OR modified with the subcontractor to meet our standards. We hold our subs accountable, and by requiring safety manuals from each, we can do so in an objective manner.

Our Safety Officer performs *continual and random safety inspections throughout the project*. This allows for a new perspective to observe our safety practices and provide corrective measures where needed. The Safety Officer produces inspector reports upon each visit, accessible to all project team members through Procore.

Should a safety issue be noted, a stand-down is immediately enacted, no matter the risk level. These stand-downs not only serve to remediate the risk but also as a lesson learned. We feel that the best way to prevent a future issue is to exemplify the current one. We have found great success in this practice, as reflected in our EMR.



1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

PRECONSTRUCTION

Where we combat today's #1 Construction Issue ... Cost Escalation!

At the beginning of your construction project, every decision made is crucial to maximizing your investment and accomplishing your vision. Hedrick Brothers Construction offers collaborative and comprehensive Preconstruction Services to help you make those critical decisions early in design with minimal investment. Our highly-skilled estimators and virtual design professionals, combined with the latest preconstruction technologies, help ensure that your budget is accurate and your vision is met from the start.

COST CONTROL & COST ESCALATION MITIGATION METHODS DURING PRECONSTRUCTION

We begin with the end in mind. With limited design information available at the start of Preconstruction, it is often left up to us to fill in the gaps. With our in-house experts in civil, architectural, structural and MEP trades, you can rely on us to fill bridge those gaps. We have adopted several cost-control processes to ensure that all of our preconstruction estimates are accurate and dependable:

- **Detailed Progress Cost Estimates** - Comprehensive Cost Estimates will be provided at Schematic Design, Design Development, 50% Construction Documents, and 95% Construction Documents, or as determined by the contract. Hedrick Brothers takes pride in our ability to continually estimate projects, and track where and why cost fluctuations occur. This is achieved by providing a detailed cost estimate from the conceptual estimate phase where every building component is broken out, a quantity takeoff is completed, and unit costs are accounted for, as opposed to general square footage estimates for whole divisions (i.e. Hedrick Brothers will provide detail on each individual finish in lieu of a total square footage cost for all finishes). Estimating to this level of detail allows for continual comparison of each estimate deliverable, cost tracking, and historical project cost data.
- **Reliable Cost Data** – Our detailed approach is further supported by Timberline, a software which houses a library of detailed cost estimates, current cost databases and subcontractor/supplier input. Additionally, this platform tracks and maintains escalation, market conditions, and material quantity.
- **Subcontractor Participation Early** - We will solicit to pre-qualified subcontractors to help assist in the development of all estimates (including schematic). This information is paired with our reliable historical data to ensure that all estimates are accurate and complete.
- **Collaborative Communication** – Communication is key during preconstruction. We start with a "Kick-Off" meeting with the



1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

project team to discuss the preconstruction process, owner's expectations, overall design scheme, and phasing scheme. Progress meetings will be held every 2 weeks to review project status and help maintain constant communication during the preconstruction process. All communication is input into Procore and available to the Project Team.

- **Team Workshops & Constructability Reviews** – We will conduct team workshops and constructability reviews with owner, design team, subcontractor's, and our in-house preconstruction staff. These workshops allow for creative and cost efficient ideas to flow freely that can be impactful during design development and identify potential problems in the design ahead of construction.
- **Scope Creep Monitoring** – We will monitor scope creep as the designs develop. Cost Variance reports are provided with each estimate identifying changes in scope of work from the previous estimates and the associated cost so that you can make informed decisions as the design develops.
- **Preconstruction Scheduling** – Time is money. We will provide a detailed preconstruction schedule identifying timelines for design, estimates, and permitting to keep your project on track for construction.
- **Value Engineering** – You can depend on us to think outside the box to get your project within budget. We will conduct value engineering studies at each phase of design to offer you alternative options to keep your project within budget without compromising your vision.

OVERALL APPROACH TO ESTABLISHING A GMP

- **No Surprise Approach** – We take a "No Surprise" approach when developing all preliminary estimates and the GMP. We will thoroughly evaluate the construction documents and existing site conditions to vet out any unknown cost that may exist ahead of construction.
- **Bulletproof Bid Packages** – Prior to sending the Construction Documents out to bid, we will assemble detailed bid packages for each trade. Bid packages will consist of detailed written scopes of work, cost breakdown sheets, project schedule, and contractual documents. All subcontractors will be required to submit their bids utilizing the bid package documents. This information will be utilized for evaluation of subcontractor bids and helps us eliminate scope gap between the trades. In addition, the bid package will become a subcontract document for the selected subcontractor providing for a seamless transition into construction operations.
- **Prequalified Subcontractor Participation** – All subcontractors invited to participate in the bidding process are pre-qualified on an annual basis by Hedrick Brothers. In order to create a competitive bid environment, we strive to receive at least 3-5 bids per trade. This ensures that you are getting the most competitive pricing in the market today.
- **Open Book Philosophy** – At Hedrick Brothers we believe in complete transparency though the preconstruction process and into construction. Our Open Book philosophy has helped us develop and maintain long term relationships for over 42 years in the

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

construction business. Through our Procore collaborative software, you will have access to all information including, but not limited to, estimates, detailed general conditions summaries, subcontractor proposals, and bid comparison sheets.

CONTINGENCY MANAGEMENT

Our goal with contingency is to return it all to you. The way we establish a contingency fund is to identify all the potential risks on a the project; then assign a dollar value to mitigate that risk. Then during construction we protect the contingency fund and scrutinize all expenditures to it. We track and project usage of the fund to ensure it is utilized appropriately.

CHANGE ORDERS

What constitutes a change order? We classify a change order as an added scope of work that was not part of the Guaranteed Maximum Price. This could be an owner added item or an unforeseen condition. How do you handle change order requests from subcontractors? When a subcontractor requests a change order, the first thing we do is verify the request. We will review the project

documents and all components of the request to verify validity of the issue. Once we determine the request is a valid request, we then do a deep dive into the cost components of the request. We look at the duration, materials, and equipment being requested for and we cross reference the scope of work with our historical knowledge. If our team can not validate the cost, we will send it back to the subcontractor for corrections. If we can validate it, we will ensure it is packaged per the contract requirements and we submit it to the design and ownership team for approval.

MONTHLY COST TO COMPLETE

Procore's forecasting automatically aggregates the current state of all contracts and change orders, along with the ability to do a detailed multi-line entry of forecasted costs to complete for each line on the budget. Notes can be recorded for each line as well, and all of this data can be viewed inside of Procore or printed as a PDF. Procore's budget snapshot capabilities lets you save "snapshots" of your budget at regular intervals, such as monthly forecast submissions, which will show you how the project's estimated cost at completion and anticipated savings/loss has changed over time. Historical snapshots can be analyzed, including the full detail of each line's notes and projections.



PROCORE COST MODULE INCLUDES:

Cost Code	Pending Budget Changes	Pending Cost Changes
Category	Projected Budget	Projected Costs
Original Budget	Committed Costs	Forecast to Complete
Budget Modifications	Direct Costs	Estimated Cost at Completion
Approved COs	Job to Date Costs	Projected Over/Under
Revised Budget		

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT



SCHEDULING – Software Utilized - Microsoft Project

Hedrick Brothers team members have a strong history of successfully completing projects within aggressive, but realistic schedules. We accomplish this by sticking close to what works best – produce a detailed, workable plan that all participants agree on, then closely manage the progress of the job to achieve the established goals. The schedule is a critical management tool used for programming the execution of the project and to communicate expectations to the entire project team. Hedrick Brothers takes a proactive approach to ensure that the project schedule is up-to-date and that corrective action is taken when needed to ensure the client's required delivery dates are respected.

The key to successful scheduling and management is anticipation. For proper planning, Hedrick Brothers utilizes the critical path management scheduling method to anticipate weeks and months in advance and two (2), four (4) or six (6) week “look-ahead” schedules. Throughout the course of the project, the schedule is consistently reviewed and revised.

The project schedule is prepared by incorporating critical issues including:

- Coordination and integration of owner's requirements and the architect/engineer's design time;
- Review of all scopes of work and requested phasing;
- Implement realistic activity sequences and durations;
- Incorporation of procurement schedule;
- Identification of:
 - > Critical items
 - > Long-lead materials/finishes
 - > Scopes with risk

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

During the bidding and award process, we review the scope of work in detail with subcontractors and suppliers, determine lead times, start and completion dates, and installation durations. This information is entered into the baseline schedule.

During the procurement phase, the submittals required from each subcontractor are also entered into the schedule, which becomes part of the subcontract agreement. All subcontractors receive a copy of the schedule along with subcontract agreement. After a master schedule is complete, we then take the additional step of analyzing all current activities into six-week look ahead schedule, and then further into a two-week look ahead schedule. This keeps the team aware of all tasks, so that work is scheduled ahead of time.

The baseline schedule is submitted as part of the GMP and once approved it is the basis for all analysis regarding schedule updates and delay analysis. Schedules are updated on a monthly

basis by actual start and completion dates and are reflected by the percentage complete for each activity. The schedule and schedule narrative are included as part of the monthly PMIS report.

- Scopes that expose additional scopes
- Proper allocation of labor and materials
- Adequate time to process shop drawings and sample approvals; and
- Partnering with owner to create final schedule.

PROCESSING OF SHOP DRAWINGS

- As the GMP / Construction Documents are available from the design team, Hedrick Brothers conducts a pre-review of all submittal items required.
- Concurrently, Hedrick Brothers prepares a Master Construction Schedule and a Master Shop Drawing / Submittal Schedule derived from the Master Construction Schedule.
- The Shop Drawing / Submittal Schedule indicates not only the required shop drawings / submittal items (shop drawings, material samples, material data sheets, manufacturer specifications, design mixes, color samples), but also includes each required submittal date, review durations, approval dates, and fabrication release dates.
- To ensure a firm understanding by each subcontractor of their submittal responsibilities, Hedrick Brothers prepares individual Submittal Logs for each subcontractor trade prior to the selection of the actual subcontractor. Upon subcontractor selection and with the subcontractor contract, the individual submittal logs are supplied up front to the subcontractor.



1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

DEVELOPMENT AND COORDINATION OF SUBCONTRACTOR SCHEDULES

- During the various preconstruction phases of the project, a segmented project schedule plan is developed. For example, our segmented project schedule parts may be: demolition, structural remediation, MEP coordination, systems integration, and finishes.
- The entire project is segmented and the schedule activities within the segmented parts are not to exceed more than 30 day construction duration activities. The segmented project schedule plan allows:
 - > A better subcontractor project schedule understanding.
 - > Allows subcontractor to focus on required crew loading to maintain each individual part of the project.
 - > Provides an insight in the overall involvement of how subcontractors affect and support each other.
 - > Forms a better subcontractor understanding as to when critical construction material / equipment will be required.
 - > Allows for an easier look ahead scheduling.
- As each subcontractor is selected, we require each subcontractor to review the Hedrick Brothers segmented project schedule. Upon subcontractor review of the segmented project schedule, a meeting is conducted with each individual subcontractor to review subcontractor comments and to make any modifications as may be required.

METHODS FOR ASSURING

SUBCONTRACTOR'S ADHERENCE TO SCHEDULE

Hedrick Brothers utilizes several methods to ensure that subcontractors adhere to the approved construction schedule. Our subcontract includes several clauses that mandate the subcontractor to stay on schedule as part of their contractual obligations, but it also requires them to notify Hedrick Brothers immediately of any potential delays that may interrupt that subcontractor from meeting their completion dates. Hedrick Brothers continually stresses the importance to stay on schedule on a weekly basis with mandatory subcontractor job site meetings. We have found that by staying in constant contact with the subcontractors it allows for quick analysis of construction activities and the ability to redirect activities in order to stay on schedule.

COORDINATION OF CREW LOADING WITH CONSTRUCTION SCHEDULING

- During the development of the GMP, Hedrick Brothers prepares cost and crew loading / manpower estimates for each subcontractor bid package, prior to receipt of the actual subcontractor bids. Hedrick Brothers then generates crew loading / manpower information and prepares a Master Project Schedule in advance of the subcontractor bids.
- Upon receipt of the subcontractor bids, Hedrick Brothers compares the bid crew loading / manpower information provided by the selected subcontractor for each bid package.
- During a preconstruction meeting and prior to selection of each subcontractor, the crew loading / manpower information is analyzed. Should substantial crew loading / manpower differences surface during the review,

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

additional investigations are conducted to a conclusion that supports the Master Project Schedule requirements.

DEVELOPMENT OF COST LOADING OF SCHEDULES

- During the preconstruction phases of the project, the project schedule continues to develop with the segmented project approach. The segmented project schedule information is included within the quantity survey estimating of the Advanced Schematic, Design Development, and Construction Document levels of estimates.
- When the GMP bid packages are prepared, the subcontractors are provided with a Hedrick Brothers bid proposal format that dove tails into to the segmented project schedule and the cost loading activities. In other words, Hedrick Brothers lays the groundwork during the preconstruction phase to pay dividends when the times comes to prepare the cost loading of the project schedule.
- Cost loading of schedules is an additional management tool to measure project progress and to provide an oversight of the construction finances of the project.
- As is often the case - Hedrick Brothers' project management team works closely with each subcontractor to ensure a clear understanding of schedule cost loading without cross over activity contamination.

SCHEDULING PROJECT EXAMPLE: WEST PALM BEACH FIRE STATION #4



For the City of West Palm Beach Fire Station #4, we followed all our standard scheduling techniques discussed above and some “out of the box” thinking in Preconstruction that helped make this project successful. Initially, the design team envisioned the project being constructed as a traditional masonry (CMU) structure due to the small size of the project site. However, as experienced tilt-wall constructors, we provided an early cost analysis and market study to shift to tilt-wall construction. Through creative solutions and early planning with our field team and trade partners, we developed a detailed site logistics plan that allowed us to start casting slabs early. We were able to accelerate the construction schedule to reduce the general conditions costs on the project and still provide the Owner with the savings that tilt-wall construction provided.

Overall, the reduction in time and materials resulted in a net savings of \$250,000 to the Owner.

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

QUALITY CONTROL

DESIGN & CONSTRUCTION

At Hedrick Brothers, we pride ourselves on our ability to practice unparalleled Quality Control as well as Quality Assurance, starting in preconstruction through closeout. We appreciate the opportunity to work with the Design Teams and owner staff during design to ensure the most current and efficient materials and processes are incorporated into the project.

Hedrick Brothers' Quality Assurance/Quality Control (QA/QC) Program is based on an accountability checklist designed to work in harmony with the contract requirements of the Owner and Subcontractor. Hedrick Brothers' policies and procedures include:

- Preconstruction verification of systems and assemblies
- Detailed constructability reviews to eliminate potential Issues
- Partnering with Third Party Inspection Agencies for full benefit
- Prequalification of subcontractors
- Pre-task and pre-installation conferences to ensure full coordination
- Testing and verification
- Continuous monitoring and reporting during the construction phase
- Reducing and eliminating punch list items

- Accelerating project completion; and
- Review of warranty & closeout documents during submittal phase

During construction, our Superintendent and Project Executive will be performing daily quality assurance tasks. They will work with the design project manager and Owner to provide support via submittal reviews and site visits to verify the facility is built to the established design criteria.

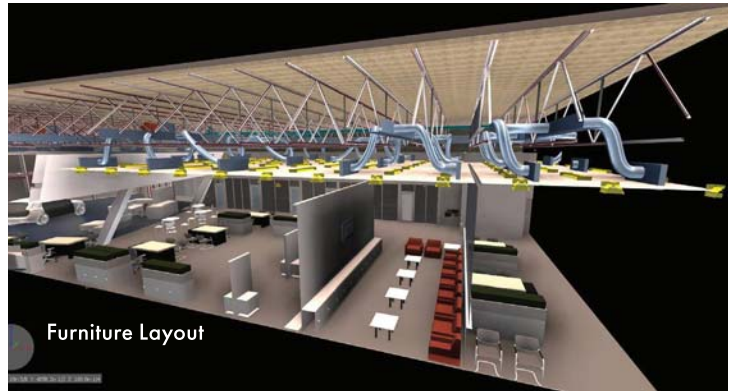
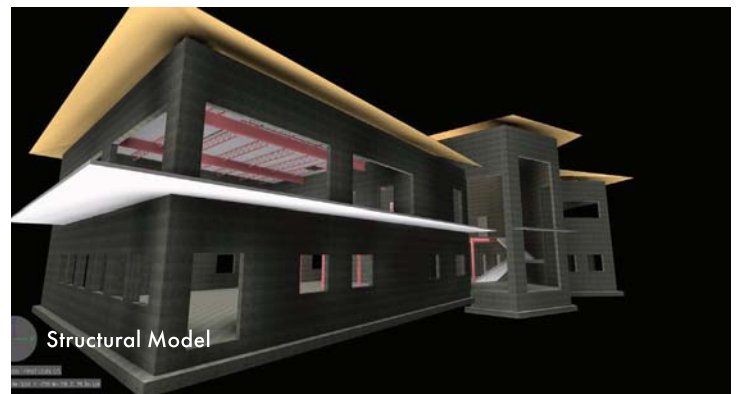


1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

PROACTIVE CONSTRUCTION – VDC DURING CONSTRUCTION

Once the project reaches construction, accurate staging, sequencing, material procurement coordination, and building components installation are imperative. In prior years, this was traditionally accomplished without VDC. However, Hedrick Brothers provide additional technology and enhanced coordination to consider all previously designed and required components. The more perspective you have, the fewer chances for error or delays. The following tasks will be performed during the construction:

- General coordination and virtual construction collaboration management between the subcontractors, design team, vendors, and manufacturers
- Construction model updates based on design and client-driven revisions to the drawings
- Link of construction schedule to the virtual design and constructed models. This task allows us to develop a visualization of construction activities to identify time-space constraints
- Prediction of time-space conflicts or constraints (lay down areas) during the entire project duration
- Management of subcontractor's model content
- Weekly/Bi-weekly collaboration meetings with the construction team
- Use virtual content at the job site as an additional and enhanced coordination tool with the construction project manager, superintendent, and subcontractor
- Smart Tag will allow the client/design team member to "click" on a 3-dimensional object to see REAL product information such as a material brochure, installation instructions, and warranty information



1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

Water tightness and elimination of water intrusion is a STANDARD QUALITY CONTROL PROCEDURE.

From our experience and having worked along the coast in Florida for over 42 years, we understand water intrusion at a building structure can be devastating. We knew even the slightest bit of water intrusion could generate mold and mildew on construction projects. To prevent this, we implemented water tightness and a building envelope plan to ensure that new window and door openings, as well as roof structures would exceed all standards and code required for water and air infiltration tests.



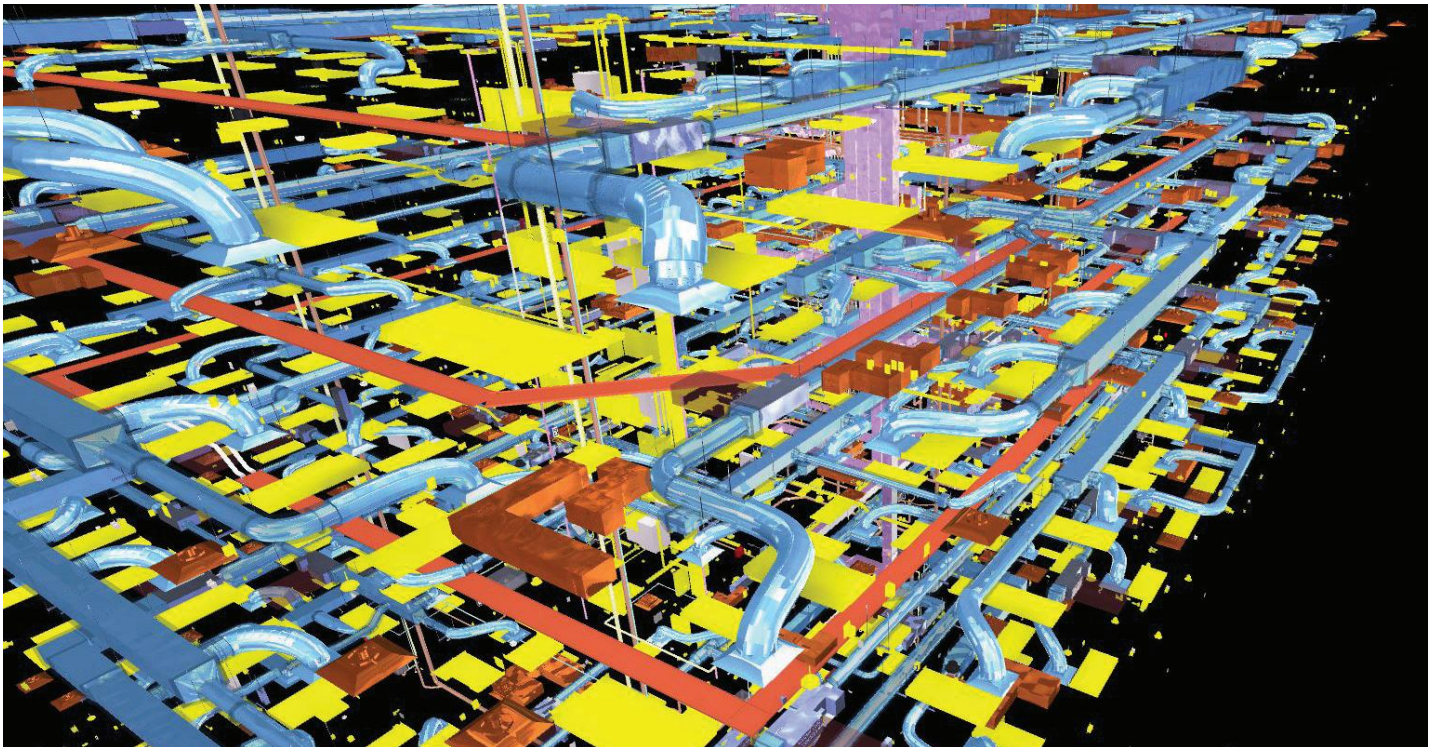
All construction projects are tested for water intrusion/penetration by validating that windows, doors, storefronts, and curtain wall assemblies are installed to meet the project specifications and product manufacturer's installation requirements. Testing for water penetration determines the quality of work not only completed by the subcontractors, but also of the material supplier. The system utilized recreates simulated rainfall in a controlled manner to find the exact source of the water infiltration.

QUALITY CONTROL EXAMPLE: 205 DATURA CLASS A PROFESSIONAL OFFICES

205 Datura is a 50 year old office building that we renovated and modernized. At the beginning of the project, we utilized our VDC Department and laser scanned the existing building to ensure we had accurate as-builts. Then periodically throughout construction, we scanned the in-progress construction site to ensure that the plan that was developed in preconstruction was being followed in construction.



1.3.2 CMAR APPROACH - PROJECT MANAGEMENT



VIRTUAL DESIGN & CONSTRUCTION

Imagine having the ability to visualize and walk through every inch of your project and see-through walls to all the different systems and components long before it has been built. Virtual Design & Construction (VDC) is the technological tool and process utilizing Building Information Modeling (BIM). It allows the team to envision every element of the structure and to predict and resolve potential issues by making smart decisions early during design and construction.

Virtual Design & Construction plays an integral role in providing a different perspective to a project. The objective of VDC is threefold: 1) use virtual models to simulate the complexities of the design and construction project; 2) understand all areas of concern; and 3) analyze and synthesize building systems in order to identify potential areas of concern before construction work ever takes place in the real world.

Building Information Modeling Consulting

- Site Utilization & Logistics
- Building Information Modeling 2D to 3D
- 3D Coordination & Constructability Reviews
- 4D Schedule & Sequencing
- 5D Quantity Take-Offs
- 6D Facility Management
- Clash Detection, Review & Resolution
- Record Modeling
- Virtual Mockups
- Renderings & Animation

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

VDC UTILIZATION

CLASH DETECTION

- Coordinate separate trades in an accurate 3D virtual environment
- Fix construction issues before installation of material
- Analyze the design team's systems confirming efficiency and constructability



VIRTUAL MOCKUPS

- Visualize a complex item for installation or aesthetics
- Work through various design options for a solution
- High level of detail used for quantity takeoff of material



SITE LOGISTICS

- Visualize the construction impact of the surrounding area at different phases of the project
- Plan courses of action during phases of construction
- Secure a safe and productive site



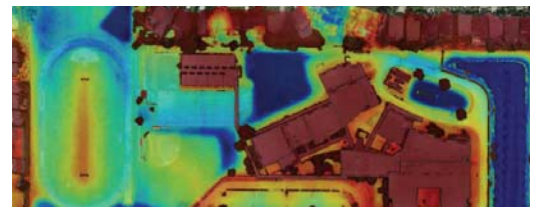
LASER SCANNING

- Easy, quick and accurate way of surveying an existing structure
- Identify issues that may have been missed merely by visual inspection
- Used as a basis of design or virtual coordination
- Verify correct installation and location



DRONE DEPLOYMENT

- Document hi-res aerial maps of current site conditions
- Use map data for accurate measurements and topography elevations
- Calculate cut and fill for ground removal and proposed terrain



1.3.2 CMAR APPROACH - PROJECT MANAGEMENT



INFORMATION MANAGEMENT

Hedrick Brothers Construction uses industry specific and state-of-the-art information management systems for all aspects of a project. As with all of our projects, information management and our associated management tools and software begins with the project's conception and are carried through preconstruction and estimating, buyout, construction, and closeout.

Software utilized to facilitate information management of our projects include Building Connected, Timberline Estimating Software, Procore, BIM, Timberscan, Sage 300 Construction & Real Estate, Autodesk, and Office 365.

During the preconstruction phase of a project, our Estimating Department utilizes Building Connected, Onscreen Takeoff, and Timberline. Building Connected is used to develop bid lists, solicit bids to subcontractors, track coverage during the bidding phase, and prequalify all subcontractors. Onscreen Takeoff is used to perform quantity takeoffs for the entire project allowing us to vet

subcontractors and confirm and identify coverage, scope gaps, and potential issues. Timberline Estimating Software is used to assemble the estimates into one clean working document and roll the associated schedule of values into our accounting software.

In addition to the estimating information management software, Hedrick Brothers also utilizes our in-house Virtual Design & Construction (VDC) Department to facilitate coordination through BIM (Building Information Modeling). Through BIM, we are able to identify and rectify issues, such as new ductwork clashing with existing steel beams, before the duct is ordered, which allows for a negligible design change.

The tool that is instrumental in the management of information during all phases of the project is Procore Construction Management, a cloud-based project management software program. This software is vital in the coordination process as we make it available and accessible to owners,

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

architects, engineers, subcontractors, consultants, etc. All project information is visible and accessible (in different levels, i.e. financial information wasn't made available to all users) to each team member allowing for real-time, cross communication between all team members, ultimately leading to a successful project. Procore tracks everything from the prime contract and associated change orders, owner pay applications, subcontractor contracts, change orders, and billings, to requests for information, submittals and shop drawings, schedules, budgets, photos, owner direct purchase programs (ODP), meeting minutes, drawings, specifications, observations, daily log, punch lists, etc. Procore also allows for creating customized reports for the Owner to run and review at any given time during the project, allowing for tracking, transparency, and a foundation of trust built on open and instantaneous communication. Procore

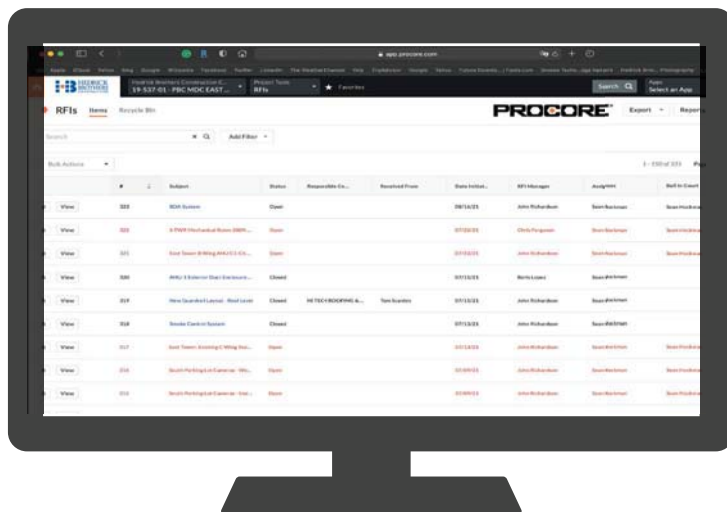
also integrates with Sage 300 Construction & Real Estate and Timberscan, allowing for seamless and accurate financial and estimating data transmittal.

Our Project Managers and Superintendents are supplied with iPads equipped with the Procore app where they can access documents, drawings, specifications, submittals, and RFIs in the field. When a drawing revision is posted to Procore, all field staff immediately receive the new drawing(s) through Procore and are able to view it on their tablets, computers, etc.

In our Accounting Department, we are able to swiftly process and fund all of the invoices and payment applications promptly as a result of our paperless invoice processing software Timberscan, in conjunction with Sage 300 Construction & Real Estate software. Timberscan software maintains copies of all invoices processed.



MANAGEMENT TOOLS & SOFTWARE



1.3.2 CMAR APPROACH - PROJECT MANAGEMENT



COMMISSIONING, WARRANTY & CLOSEOUT

At Hedrick Brothers we understand construction completion is just the beginning of the Owner's experience in the new building. We view each project with a client as a unique opportunity to build and grow a long-lasting partnership. For a successful project, we understand that completion, commissioning and administration of post-construction activities are just as Important as pouring a solid foundation.

Commissioning

Through our commissioning services, we ensure that buildings perform as intended. These services can result in significant savings in operation and energy costs for clients, improve efficiency and comfort

for a building's end users, and help identify and address any potential issues before they develop.

What is Commissioning? The commissioning process is a key part of the transition from construction to full use by the owner. It ensures buildings can be operated and maintained as intended by the designers and the users. Depending on the project's scope and complexity, major commissioning steps include:

- Factory testing
- Field verification
- Installation inspection
- System pre-functional testing
- Global systems testing
- Training

1.3.2 CMAR APPROACH - PROJECT MANAGEMENT

The commissioning process continues through all phases of the project. During the preconstruction phase, Hedrick Brothers will provide advice and recommendations to the project team on issues that could impact the final operations of the project.

Warranty and Closeout

We have developed a comprehensive warranty and closeout plan, which puts post-construction at the forefront of our project team's priority list from day one. Our plan used detailed checklists and tracking to ensure each subcontractor has provided all closeout and turnover items before Substantial Completion. Hedrick Brothers Construction's warranty is typically one year, unless otherwise stipulated in the construction contract. Over our 42 years of business here in West Palm Beach, we have never had an unresolved warranty issue and we stand behind our work as if we were the owner.

Here are a few highlights of the program and how we ensure warranty items are addressed quickly.

- Incorporation of Closeout Checklist and Requirements in all subcontracts
- Operation & Maintenance manuals due from subcontractors at 50% completion
- Warranty Management Plan provided to County staff for review
- Collection, review, and submission of all extended warranties and as-built drawings
- Preparation of digital as-builts with all product data incorporated
- Preparation of QR Codes for various equipment for real-time access on site
- Detailed owner training schedule and video recordings provided.





1.3.5 FINANCIAL INFORMATION



FINANCIAL STATEMENT

Hedrick Brothers Construction Co., Inc. is a privately owned and operated State of Florida S-Corporation incorporated January 11, 1979, and has been based in West Palm Beach, FL for 42 years.

The owner, founder and Chief Executive Officer is Dale R. Hedrick. There are no plans in the next 12 months nor in the foreseeable future for the ownership of the company to be changed or transferred.

- Bonding Capacity Single Projects \$75M; Aggregate \$150M
- Federal ID 59-1876360
- D-U-N-S 08-166-2769
- D&B Current Rating 488
- Current Litigation: The Residential/Palm Beach Division does not have any pending litigation. The Commercial Division has four pending cases and expects those matters to be resolved in the near future.
- Annual Revenue (Fiscal Year End 10/31)

YEAR	ANNUAL AMOUNT
2021 Projected	\$150,000,000
2020	\$119,378,729
2019	\$ 95,327,206
2018	\$107,313,152
2017	\$ 76,767,625
2016	\$139,568,493

For further information, please contact:

Eric Engstrom, CPA, MBA
 Chief Financial Officer
 Hedrick Brothers Construction Co., Inc.
 561-689-8880 X4331
 eengstrom@hedrickbrothers.com

updated May 2021

CONFIDENTIAL PER F.S. § 119.071(1) AND S. 24(a)

Certain financial records, including 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. (F.S. § 119.071(1)(c))



3111 West Dr Martin Luther King Jr Boulevard, Suite 350
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 813.464.7807 fax

www.sspins.com

September 15, 2021

Town of Palm Beach
 Purchasing Division
 951 Okeechobee Road, Suite 'D'
 West Palm Beach, FL 33401

**RE: RFQ No. 2021-33 North Fire Restoration Project, Construction Manager at Risk Services
 Hedrick Brothers Construction Co., Inc.**

To Whom It May Concern,

Sterling Seacrest Pritchard is proud to represent Hedrick Brothers Construction Co., Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++" and provides a bonding program to Hedrick Brothers Construction Co., Inc. with single bond limits up to \$75,000,000 and an aggregate program of \$150,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard

James C. Congelio

1. SOLICITATION PACKAGE DOCUMENTS & EVALUATION FACTORS

1.1. SOLICITATION PACKAGE DOCUMENTS

1.1.4. INTENT LETTER

Please upload you company intent letter executed by person that has the authority to sign the contract on behalf of your company. Please include a statement of your understanding of the scope, and its requirements.

Hedrick Brothers Construction R L Burns Inc.

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

Evaluation method: Yes / No
Worst: No
Best: Yes

1.2. SUPPLIER RESPONSE & ACKNOWLEDGEMENTS

1.2.1. PRIMARY CONTACT

Please provide information regarding who may be contacted regarding this proposal using the table below.

Hedrick Brothers Construction R L Burns Inc.

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

Evaluation method: Yes / No
Worst: No
Best: Yes

1.2.3. SUB CONTRACTORS

Please list or upload the subcontractors that you will use on this contract. Please include the Subcontractor name, address and the amount of years you have used each subcontractor. Bidders using their own forces for the work will need to enter '**My company will not use any sub-contractors**' in No.1 under Sub-Contractor Name.

If subcontractors are listed below, the Bidder acknowledges that they have fully

Evaluation method: Yes / No
Worst: No
Best: Yes

investigated each subcontractor listed and has in their files evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, of performing the work required. The Town reserves final approval of any subcontractors listed. Following award of contract the Town reserves the right for approval of future subcontractors and refusal of existing or future subcontractors providing work under this contract.

Please use fillable PDF form attached to list your subcontractors.

Hedrick Brothers Construction **R L Burns Inc.**

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

1.2.4. PROJECT REFERENCES

Provide at least five (5) business references, from which all should be related to this scope of work, preferably of public or government type agencies within last three (3) years. You may use the provided fillable PDF form or upload your own document which must contain at a minimum the information requested on the Town provided form.

A referenced person(s) must be someone who has personal knowledge of the Proposer's performance. The referenced person must have been informed that they are being used as a reference and that the Town may check references.

Hedrick Brothers Construction **R L Burns Inc.**

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

1.2.5. BIDDERS' QUALIFICATION

Please respond to this question by submitting fillable PDF form attached.

Please upload your W -9 and Business Tax Receipt. In case that you do not have a Business Tax Receipt please upload a statement of explanation.

Hedrick Brothers Construction **R L Burns Inc.**

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

Evaluation method: Yes / No
Worst: No
Best: Yes

Evaluation method: Yes / No
Worst: No
Best: Yes

1.2.8. DRUG - FREE WORKPLACE CERTIFICATION

Please submit a drug free form by using attached fillable PDF form.

Evaluation method: Yes / No
Worst: No
Best: Yes

Hedrick Brothers Construction R L Burns Inc.

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

1.2.10. TRUTH IN NEGOTIATIONS

Please submit a truth in negotiations form by using attached fillable PDF form.

Evaluation method: Yes / No
Worst: No
Best: Yes

Hedrick Brothers Construction R L Burns Inc.

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

1.2.13. E-VERIFY

Proposer warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all its proposer workers, subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Please select "Yes" to confirm acceptance of this term and sign the attached form and resubmit.

Evaluation method: Yes / No
Worst: No
Best: Yes

Hedrick Brothers Construction R L Burns Inc.

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

1.2.14. MINIMUM QUALIFICATIONS

Proposer shall provide adequate information with its proposal to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Proposer has when making a determination of award. All decisions of the Town are final.

Proposer, with its proposal, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these solicitations documents. The Proposer shall have a minimum of five (5) years experience with municipal CMAR contracts, with at least one Fire Station. Please provide following:

- Name of Project
- Name of Owner and Project Locations
- Description of Project
- List elements of the project:
- Contact name, telephone number, fax number, email address
- Project duration including start and end dates
- Initial Contract dollar amount and Final Contract dollar amount.
- Description of any change orders (time, money, etc.)
- List of subcontractors that you have utilized

Note: Please upload one (1) minimum qualification form per project completed.
Documents:
Note: Please upload documentation for above requirements.

Hedrick Brothers Construction R L Burns Inc.

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

Evaluation method: Yes / No
Worst: No
Best: Yes

1.3. EVALUATION FACTORS

1.3.1. EXPERIENCE OF FIRM

Please provide following information by uploading a document(s):
Provide details of Proposer's years of experience in the field of Construction Management. Include services performed for building construction and/or Fire-Rescue Stations, if applicable. Include other municipal projects that demonstrate experience.
List any sub-consultant firms proposed to accomplish any portions of the work. Include licenses, certifications, contact information and the services the sub-consultant will provide to the Town of Palm Beach. Provide a detailed narrative of each sub-consultant's experience relative to the services they will provide.
Identify key personnel who are designated to work on the Town of Palm Beach project. Provide a resume for each individual with emphasis on their experience with similar work.

Evaluation method: Value
Worst: 0
Best: 5
Unit: Points

Include copies of licenses and certifications relevant to the project. Describe any significant or unique awards received or accomplishments in previous, similar projects received by Proposer's Team or individuals within the Team. Experience in construction and coordination of municipal CMAR contracts in Florida.

Note: weight of this criteria is 25 points

Hedrick Brothers Construction R L Burns Inc.

Eric Brown (20%)	5	3.5
Paul Colby (20%)	4.5	3.5
Jason Debrincat (20%)	5	3
Darrel Donatto (20%)	5	3.5
Jane LeClainche (20%)	5	3.5
Score	24.5%	17%

Comments.

Hedrick Brothers Construction

Eric Brown
Local firm with 42 years experience and extensive work on Town projects and facilities, including renovations and high-profile projects. Also accomplished fire stations for WPB and other FL locations. Very familiar with local building authorities' expectations. Historic and landmark structures are part of their expertise.

Paul Colby
Great Exp. with the Town and CMAR Fire station experience

Darrel Donatto
Exceptional history of documented experience with the Town, with Fire-Rescue Stations, and with historic properties.

Jane LeClainche
Has experience with historic reconstruction and has completed multiple of projects in town.

R L Burns Inc.

Eric Brown
Company in business since 1994, and they mention one historic renovation project (museum). Firm is based in Orlando area, so not local to south FL area.

Paul Colby
Minimum qualifications provided were all General Contracting no CMAR contracts

Darrel Donatto
While the company's principals have high qualifications and experience, this section's submission did not detail the company's experience with historic and landmarked projects. Also there was not a clear indication of experience as a CMAR.

Jane LeClainche
Not much detail about their capabilities.

Summarizing comment

Summarizing comment

1.3.2. APPROACH AND EXPERIENCE/ABILITY OF PERSONNEL

Please attach detailed requirements, but not limited to: Describe Proposer's approach to delivering the Construction Management at Risk Services and any strategies Proposer proposes to implement. Describe capacity of Proposer's proposed staff to perform the services. Staffing resources, number of staff assigned to each area of discipline, etc. Submit an organizational diagram clearly identifying key personnel and other staffing resources, such as sub-consultants, that are designated to provide the services; indicate their functional relationship to one another. Provide a narrative clearly defining responsibilities, contractual relationships and roles of all individuals in the organizational diagram. Approach to project and understanding of the Town's needs

Note: weight of this criteria is 30 points

Hedrick Brothers Construction R L Burns Inc.

Eric Brown (20%)	5	3
Paul Colby (20%)	4	3
Jason Debrincat (20%)	5	2
Darrel Donatto (20%)	5	3
Jane LeClainche (20%)	5	3
Score	28.8%	16.8%
Comments.		

Evaluation method: Value
Worst: 0
Best: 5
Unit: Points

Hedrick Brothers Construction	Eric Brown	Excellent approach outlined with preliminary budget and schedule information; site utilization plan noted for "good neighbor" approach. Excellent safety rating and history. Pre-qualifying of subcontractors and cost estimating and cost control are part of their comprehensive approach. Very detailed explanation of their GMP process and management of bids and budget. Use of VDC/BIM is mentioned as tool to improve design/construction process.	Summarizing comment
	Paul Colby	-Nice proposal - Good approach -Est. budget provided -Est. schedule provided	
	Darrel Donatto	The proposer's approach to delivering the Construction Management at Risk Services is based upon significant experience within the Town with Landmark projects and with other fire station projects. They have demonstrated experience that shows they have the staff and resources to deliver on time and on budget. Their approach to the project and understanding of the Town's needs is sound and backed by experience.	
R L Burns Inc.	Jane LeClainche	Very detailed approach with budget and timeline. Discussed proactive approach to the process and use of virtual design.	Summarizing comment
	Eric Brown	Approach was rather generic and only about two pages long. Use of ProCore software is good, but no particulars provided for how they intend to accomplish the work or key processes or how to address challenges of renovation for historic landmark structure.	
	Paul Colby	-Nice proposal -Primary Contact is a Business Development Manager – salesperson -Not local -Pasco County Fire Station was detailed as "General Contracting" on minimum qualifications form but included as CMAR on similar completed projects	
	Darrel Donatto	The proposal does not identify any experience with fire stations or historic landmarked projects.	Evaluation method: Value Worst: 0 Best: 5 Unit: points
	Jane LeClainche	Have experience, but approach is not as detailed as other, does not contain any specifics.	

1.3.3. SIMILAR COMPLETED PROJECTS

Provide a list of CMAR projects, Fire-Rescue Stations, and other capital improvement renovation projects that Proposer has provided services for and list may include projects submitted under Tab 3, Minimum Qualifications. Include the following information for each project:

1. Project Name
2. Project Start and End Dates
3. Brief Description of Project's Scope of Work
4. Project Beginning and Ending Contract Amount
5. Client Business Name
6. Client Contact Name
7. Client Contact Phone Number

8. Client Contact Email Address

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. This will be counted in the 50-page limit.

Note: weight of this criteria is 25 points

	Hedrick Brothers Construction	R L Burns Inc.
Eric Brown (20%)	5	3
Paul Colby (20%)	4	3
Jason Debrincat (20%)	5	2
Darrel Donatto (20%)	5	3
Jane LeClainche (20%)	5	3
Score	24%	14%

Comments.

Hedrick Brothers Construction	Eric Brown	Previous projects includes not only TOPB projects at most of our facilities but also fire-rescue and gov't projects for other south FL municipalities. Renovation experience as well as new state of the art construction.	Summarizing comment
	Paul Colby	Great exp.	
	Darrel Donatto	There is a clearly demonstrated track record with other similar projects including historic and landmarked structures and fire stations.	
	Jane LeClainche	Has completed fire stations and remodeled historic buildings such as Town hall.	

Eric Brown	Similar project noted are almost exclusively in the Orlando area and a few in Tampa. Most are school projects or other municipal types of work, but only one fire station noted, and only one renovation project noted (library).
Paul Colby	"Experience of firm" section does not clearly identify personnel that has worked on a Fire station or other similar projects. -No clear approach - caned material -Pasco County Fire Station was detailed as "General Contracting" on minimum qualifications form but included as CMAR on similar completed projects
Darrel Donatto	There is not a clear indication that this firm has extensive experience with projects that are similar (fire stations and hstoric landmarked structures).
Jane LeClainche	The list did not seem like it had related projects. They showed pictures of a fire station and a museum.

1.3.4. Workload and Scheduling

Over-all workload of the company
Project scheduling ability/timely completion of work
Schedule to accommodate this project
Applicability of the services offered
Meeting the Town's operational and administrative requirements

Note: weight of this criteria is 10 points

Hedrick Brothers Construction R L Burns Inc.

Eric Brown (20%)	4	3.5
Paul Colby (20%)	4	3.5
Jason Debrincat (20%)	5	3
Darrel Donatto (20%)	5	3.5
Jane LeClainche (20%)	4.5	3.5
Score	9%	6.8%

Comments.

Evaluation method: Value
Worst: 0
Best: 5
Unit:

Hedrick Brothers Construction		Summarizing comment
Eric Brown	Capacity appears adequate for assigning personnel to this project, based on workload summary provided.	
Darrel Donatto	The information provided indicates that the proposer has the staff and capacity to handle this projects workload, and the experience with project scheduling to complete the project in a timely manner.	
Jane LeClainche	Schedule appears to have time after the first of the year for the project. Many projects will be complete in 4th quarter of 2021.	Summarizing comment
R L Burns Inc.		
Eric Brown	Description of overall workload appeared to show capacity to do the job. Look-ahead schedules and scheduling software noted which are pretty standard. Reference to TOPB "Landmark Department" shows they are not very familiar with local review processes.	
Darrel Donatto	They have documented project management experience and technology and indicate they can accommodate the project into their scheduling.	Summarizing comment
Jane LeClainche	Described their scheduling process and listed their current workload. They should have time.	

1.3.5. Financial Information

- Financial resources and capabilities information: An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the response
- Evidence of insurance and bonding capability
- Present and future litigation or dispute and resolutions

Note: The Town may request a Dun & Bradstreet report from all short listed finalists. Town also may request from short listed firms Financial Statement certified or reviewed by a CPA for last two year period.

Note: weight of this criteria is 5 points

	Hedrick Brothers Construction	R L Burns Inc.
Eric Brown (20%)	5	3.5
Paul Colby (20%)	5	3.5
Jason Debrincat (20%)	5	3.5
Darrel Donatto (20%)	5	3.5
Jane LeClainche (20%)	5	3.5

Evaluation method: Value
Worst: 0
Best: 5
Unit:

Score	Hedrick Brothers Construction	R L Burns Inc.	Summarizing comment
Comments.			
Hedrick Brothers Construction			
	Eric Brown	coping same score as Jane LeClainche, Finance Director - DB	
	Paul Colby	coping same score as Jane LeClainche, Finance Director	
	Jason Debrincat	coping same score as Jane LeClainche, Finance Director- DB	
	Darrel Donatto	The company has a track record of delivering on much larger projects than this. This project is less than 5% of their total annual revenue. The clearly have the financial resources and financial wherewithall to complete this project.	
	Jane LeClainche	High bonding capacity, provided sufficient information on financials and D&B.	
R L Burns Inc.			
	Eric Brown	coping same score as Jane LeClainche, Finance Director- DB	
	Paul Colby	coping same score as Jane LeClainche, Finance Director- DB	
	Jason Debrincat	coping same score as Jane LeClainche, Finance Director- DB	
	Darrel Donatto	coping same score as Jane LeClainche, Finance Director - DB	
	Jane LeClainche	Provided a statement of financial ability, and a letter about sufficient bonding capacity. Not as detailed as Hedrick.	

1.3.6. VOLUME OF WORK

Points will be awarded based upon the percentage of past awards made by the Town. At the closing of the Request for Qualifications the total of all purchase orders issued (for the past three-year period) will be determined for each proposer. The highest proposer total will become the basis for evaluation point distribution.

The point distribution will be as follows:

- Proposers whose past awards have totaled less than 5% of the basis will receive 5 points.
- Proposers whose past awards have totaled over 5%, but less than 25% will receive 4 points.
- Proposers whose past awards have totaled over 25%, but less than 50% will receive 3 points.
- Proposers whose past awards have totaled over 50%, but less than 85% will receive 2 points.
- Proposers whose past awards have totaled over 85% will receive 1 point.

Note: weight of this criteria is 5 points

Evaluation method: Value
Worst: 0
Best: 5
Unit: points

Eric Brown (20%)	1	5
Paul Colby (20%)	1	5
Jason Debrincat (20%)	1	5
Darrel Donatto (20%)	1	5
Jane LeClainche (20%)	1	5
Score	1%	5%
Comments.		
Hedrick Brothers Construction		
Summarizing comment		
R L Burns Inc.		
Summarizing comment		

Report generated: Nov 2 2021 1:26 PM

7885 RFQ No. 2021-32 CMAR Services - N Fire Station Restoration Project

BAFO-evaluation phase  Ends on **Nov 9 2021 10:00 AM**

Compare & Select

Offer phase (2) > Evaluation (2) > BAFO-phase (0) > BAFO-evaluation (0) > Awarding

 **1. SOLICITATION PACKAGE DOCUMENTS & EVALUATION FACTORS** 2 of 2 Complete offers 26 Questions

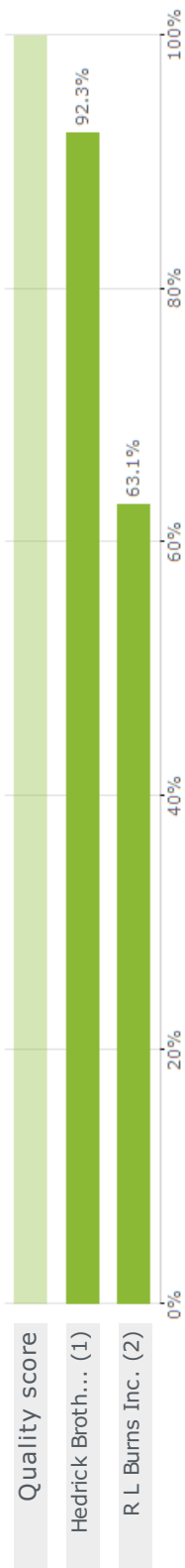
Comparison table

Sort by: Rank

Offers/Applications	Rank	Knockouts of 25	unanswered question(s) of 25	Uploads missed of 21	Incomplete evaluations of 15	Quality score	Phase
 Hedrick Brothers Construction Hedrick Brothers Construction Sep 30 2021 12:55:48 PM	1	-	-	<u>1</u>	-	92.3%	Evaluation
 R L Burns Inc. R L Burns Inc. Sep 30 2021 12:23:47 PM	2	-	-	-	-	63.1%	Evaluation

Compare by: ☒ Question groups ☐ Questions

Sort by: Rank



Question groups:

- ☐ 1.1. SOLICITATION PACKAGE DOCUMENTS (0%)
- ☐ 1.2. SUPPLIER RESPONSE & ACKNOWLEDGEMENTS (0%)
- ☐ 1.3. EVALUATION FACTORS (100%)
- ☐ 1.4. ADDENDUM - If issued will be posted here. (0%)

October 29th, 2021

Town of Palm Beach
Purchasing Department
Palm Beach, FL 33480

Re: Preconstruction Service Agreement for North Fire Station Renovation

This letter is establishing that the Town of Palm Beach and Hedrick Brothers Construction Co Inc., the CONTRACTOR, will be working together to perform preconstruction work associated with Interior and Exterior Renovation at North Fire Station – 300 N County Rd, Palm Beach.

1. Preconstruction Services time period – 24 Weeks – Service starts on the acceptance of this contract.
2. Hedrick Brothers as the CONTRACTOR, shall provide the following Preconstruction Services on a time and material basis: Attend and participate in site visits, create a detailed cost estimate, define detailed scope sheets, value engineering, as well as creating a construction schedule for the scope provided in the drawings and specifications. Services include a GMP estimate and schedule.
3. Hedrick Brothers as the CONTRACTOR shall assist on a time and material basis with the Temporary Trailers setup where the Trailers will be provided by the Town of Palm Beach.
4. Hedrick Brothers as the CONTRACTOR shall completely gut the interior of the building on a time and material basis to expose all structural elements as required. Prior to demolition, a mold, lead and asbestos survey will be completed and remediation if any will be provided.
5. Preconstruction and Limited Construction Services to be performed on a cost plus fee basis for the actual time & material spent plus any trades required plus a 8% Contractor's Fee and a 1.3% general liability insurance fee.
6. Preconstruction Services/Limited Construction Services will be as per the attached Schedule of Labor Rates and the attached T&M budget.

The Town of Palm Beach agrees to pay, Hedrick Brothers within 15 calendar days of receipt of pay request.

The Town of Palm Beach reserves the right to terminate this agreement at his/her own discretion at any time with a seven (7) day written notice to the CONTRACTOR. The Town of Palm Beach further agrees to pay CONTRACTOR all costs up to the date of termination.

If this proposal meets with your approval, please sign and date below, indicating your acceptance and email to Chai Banthia at cbanthia@hedrickbrothers.com. If I can be of further assistance, please contact me at (561) 718-8320 (Gene) or 561-603-5424 (Chai)

(Signature)

Gene Parker, COO and President
Luxury Residential Division

(Signature)

_____, Owner

(Date)

(Date)

**North Fire Station
24 Weeks
Time and Material Budget**

Pre-construction Progress Meetings - Bi-Weekly	Qty.	U	Unit Cost	Total
Project Executive	24.0	hr	\$155.00	\$3,720
Project Manager	24.0	hr	\$120.00	\$2,880
Estimator	48.0	hr	\$90.00	\$4,320
Estimating Coordinator / Project Administrator	48.0	hr	\$75.00	\$3,600
Project Superintendent	24.0	hr	\$100.00	\$2,400
Reproductions of Drawings	1.0	ea	\$200.00	\$200
Postage - Fed-X	1.0	ea	\$50.00	\$50
Total Pre-construction Progress Meetings				\$17,170
Plan Review/Constructability Review/50%DD Estimate	Qty.	U	Unit Cost	Total
Project Executive	40.0	hr	\$155.00	\$6,200
Project Manager	40.0	hr	\$120.00	\$4,800
Estimator	80.0	hr	\$90.00	\$7,200
Estimating Coordinator / Project Administrator	80.0	hr	\$75.00	\$6,000
Project Superintendent	40.0	hr	\$100.00	\$4,000
Reproductions of Drawings	1.0	ea	\$500.00	\$500
Postage - Fed-X	1.0	ea	\$50.00	\$50
Total Plan Review/Constructability Review/50%DD Estimate				\$28,750
Value Engineering	Qty.	U	Unit Cost	Total
Project Executive	20.0	hr	\$155.00	\$3,100
Project Manager	20.0	hr	\$120.00	\$2,400
Estimator	60.0	hr	\$90.00	\$5,400
Estimating Coordinator / Project Administrator	60.0	hr	\$75.00	\$4,500
Project Superintendent	10.0	hr	\$100.00	\$1,000
Reproductions of Drawings	1.0	ea	\$100.00	\$100
Postage - Fed-X	1.0	ea	\$0.00	\$0
Total Value Engineering				\$16,500
90% Construction Docs / GMP Estimate	Qty.	U	Unit Cost	Total
Project Executive	40.0	hr	\$155.00	\$6,200
Project Manager	80.0	hr	\$120.00	\$9,600
Estimator	120.0	hr	\$90.00	\$10,800
Estimating Coordinator / Project Administrator	120.0	hr	\$60.00	\$7,200
Project Superintendent	40.0	hr	\$100.00	\$4,000
Reproductions of Drawings	1.0	ea	\$500.00	\$500
Postage - Fed-X	1.0	ea	\$100.00	\$100
Total 90% Construction Docs / GMP Estimate				\$38,400
Project Schedule - Preliminary and GMP	Qty.	U	Unit Cost	Total
Project Executive	10.0	hr	\$155.00	\$1,550
Project Manager	40.0	hr	\$120.00	\$4,800
Estimator	10.0	hr	\$90.00	\$900
Estimating Coordinator / Project Administrator	5.0	hr	\$60.00	\$300
Project Superintendent	40.0	hr	\$100.00	\$4,000
Reproductions of Drawings	1.0	ea	\$100.00	\$100
Postage - Fed-X	1.0	ea	\$0.00	\$0
Total Preliminary and GMP Schedule				\$11,650
Interior Demolition & Trailer Set Up Allowance	Qty.	U	Unit Cost	Total
Temporary Trailer Setup - Electrical Utilities Hookups	1.0	ls	\$50,000.00	\$50,000
Temporary Trailer Setup - Plumbing Utilities Hookups, Hose Bibs, Safe Offs, Sanitary Connects	1.0	ls	\$15,000.00	\$15,000
Temporary Trailer Setup - ATT, Comcast Setup	1.0	ls	\$10,000.00	\$10,000
Fencing for Trailer with Sliding Gate	1.0	ls	\$20,000.00	\$20,000
Concrete Barriers (20) - 2'x6'	1.0	ls	\$5,000.00	\$5,000
Fire Station Car Port - 25'x25'x13', steel painted columns, concrete footings	1.0	ls	\$40,000.00	\$40,000
Temporary Ligthing in Trailer Area	1.0	ls	\$2,500.00	\$2,500
Removal of Landscaping, Poles, Other Obstructions for Trailer Install	1.0	ls	\$15,000.00	\$15,000
Concrete trenching as required for utilities	1.0	ls	\$3,500.00	\$3,500
Interior Gut - All surfaces exposed to reveal structure, all interior walls and ceilings removed. Windows, Doors, Roof to stay. Any items to be saved will be removed by the Town.	1.0	ls	\$100,000.00	\$100,000
Building Safeoffs	1.0	ls	\$5,000.00	\$5,000

**PRECONSTRUCTION
AGREEMENT PRICING
North Fire Station
24 Weeks
Time and Material Budget**

10/29/2021

Lead, Mold, Asbestos Inspection	1.0	ls	\$3,500.00	\$3,500
Lead, Mold, Asbestos Remediation	1.0	ls	\$25,000.00	\$25,000
Site Fencing	1.0	ls	\$15,000.00	\$15,000
Silt Fence	1.0	ls	\$1,500.00	\$1,500
Roof Lids after Equipment Removal	1.0	ls	\$3,500.00	\$3,500
Estimation	1.0	ls	\$2,500.00	\$2,500
Project Management - PE (5hr/wk), PM (20hr/wk) , PA (40hr/wk)	12.0	wk	\$6,175.00	\$74,100
Working Superintendent + Carpenter + Labor + Tools and Equipment	12.0	wk	\$8,000.00	\$96,000
Jobsite Consumables	12.0	wk	\$500.00	\$6,000
Temporary Toilets	3.0	mo	\$300.00	\$900
Temporary AC, Power, Water for Demolition	1.0	ls	\$2,500.00	\$2,500
Toilet Enclosures	2.0	ls	\$2,500.00	\$5,000
Parking and Van Driver - 10 Offsite spots (\$85/spot) , Van Driver 20hr/wk (\$90/hr including Van)	3.0	mon	\$8,050.00	\$24,150
Dumpsters	10.0	ea	\$550.00	\$5,500
Final Cleanup	1.0	ls	\$7,500.00	\$7,500
Construction Safety	12.0	wk	\$250.00	\$3,000
Total Exploratory Work & Limited Construction Services				\$541,650

Total Pre-construction Progress Meetings				\$17,170
Total Plan Review/Constructability Review/50%DD Estimate				\$28,750
Total Value Engineering				\$16,500
Total 90% Construction Docs / GMP Estimate				\$38,400
Total Preliminary and GMP Schedule				\$11,650
Total Exploratory Work & Limited Construction Services				\$541,650
Total Preconstruction Subtotal				\$654,120
Contractor's Fee			8.00%	\$52,330
Insurance			1.30%	\$9,184
Total Preconstruction				\$715,633

Note: Precon costs will adjust up or down depending on time incurred during development. The Building Information Modeling (BIM) including Laser Scanning Budget will be given in the 90% Construction Documents Pricing. This is a Time and Material Budget. Any major utilities relocates for trailer setup are TBD.



HEDRICK BROTHERS
C O N S T R U C T I O N

Schedule of Labor Rates

<u>Position</u>	<u>Rate</u>	<u>Unit</u>
Preconstruction Services	\$131.00	Hour
Senior Estimator	\$120.00	Hour
Estimator	\$90.00	Hour
Estimating Coordinator	\$60.00	Hour
Project Executive	\$155.00	Hour
Senior Project Manager	\$125.00	Hour
Project Manager - Level 3	\$120.00	Hour
Project Manager - Level 2	\$116.00	Hour
Project Manager - Level 1	\$100.00	Hour
Assistant Project Manager	\$85.00	Hour
Project Administrator	\$75.00	Hour
Project Coordinator	\$60.00	Hour
Controller	\$84.00	Hour
Accounting	\$45.00	Hour
Superintendent – Level 3	\$100.00	Hour
Superintendent – Level 2	\$82.00	Hour
Superintendent – Level 1	\$76.00	Hour
Assistant Superintendent	\$70.00	Hour
Safety Inspector	\$56.00	Hour
Foreman	\$60.00	Hour
Leadman	\$55.00	Hour
Trim Carpenter	\$55.00	Hour
Carpenter	\$45.00	Hour
Apprentice	\$35.00	Hour
Laborer	\$30.00	Hour
Truck Driver	\$40.00	Hour
Permit Expeditor	\$60.00	Hour
Information Technology (IT)	\$75.00	Hour

TOWN OF PALM BEACH

Information for Town Council Meeting on November 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Director of Finance

FROM: Dean Mealy, II CPPO Town Purchasing Manager

RE: Resolution Approving the Award of RFQ No.2021-29 North Fire Station Restoration Project - Architectural and Engineering Design and Construction Services to Bridges, Marsh & Associates Inc. and Award a Contract for Services for the Project in an Amount of \$390,000 and Establish a Project Budget of \$468,000
Resolution No. 134-2021

DATE: November 2, 2021

STAFF RECOMMENDATION

Town staff recommends Town Council approve Resolution NO. 134-2021 the Award of RFQ No.2021-29 North Fire Station Restoration Project - Architectural and Engineering Design and Construction Services to Bridges, Marsh & Associates Inc. (BMA) and award a Contract For Services for the project in an amount of \$390,000, and establish a project budget of \$468,000.

SUMMARY EXPLANATION/BACKGROUND

The North Fire Station No. 2 has documented structural issues in addition to a multitude of interior issues. These issues prompted the acceleration of building improvement for fire staff. The Town is securing the services of both an architectural and engineering design firm and a CMAR for the Restoration Project.

The selected architectural and engineering firm is expected to develop all necessary plans to achieve all necessary approvals including landmarks and other necessary permits, and supply the CMAR necessary documentation for bids: Coordination with all stakeholders, Town of Palm Beach staff, CMAR team, utilities departments, community involvement, etc. Design documents from schematic through construction documents, including value of cost at 30%, 60%, and 90% drawing phases, to include value engineering suggestions throughout the project design.

The facility is intended to have all requirements for the fire station design and construction. Including but not limited to: NFPA 1500 standards, commercial grade kitchen (gas), three (3) apparatus bays, fueling station, bunker gear storage, laundry facility's, elevator, conference/training rooms, impact doors and windows, complete generator power back up, co-ed sleeping quarters for staff (minimum of 8), men's and woman's locker rooms with associated shower and toilet facilities, gym with fitness equipment, vehicle exhaust evacuation systems, administration offices, etc.

METHOD OF PROCUREMENT

The Public Works Department developed a Scope of Services which was reviewed by the Fire Department and Purchasing. The Request for Qualifications (RFQ) was issued on August 23rd and closed on September 23rd.

The solicitation was broadcast nationwide to 880 firms through DemandStar. In addition, Town Purchasing sent emails to seventy-two (72) known firms/individuals advising of the solicitation and invited the firms to review and participate in the solicitation.

When a RFQ is issued, price is not an evaluation factor. The proposal is based solely on qualifications of the firms submitting.

The initial ranking Selection Committee was held on October 7th. The Selection Committee consisted of the following members:

Voting

Sean Baker
Wayne Bergman, MCP, LEED® AP
Paul Colby
Eric Brown, P.E.
Amy Wood

Non-Voting

Jason Debrincat, P.E.
Jie House, P.E.
Patricia Strayer, P.E.

The Selection Committee reviewed seven (7) proposals and short listed four (4) for oral presentations. The oral interviews were held on October 18th and the Committee ranked and recommended Bridges, Marsh & Associates Inc. for award.

Town Purchasing approached Paul Brazil, P.E., Director of Public Works, regarding securing a proposal from the recommended awardee, BMA, for all services associated to the solicitation. A meeting was held with BMA after their first proposal submittal. A final proposal was presented on November 1st. By proceeding with this methodology, only one agenda and resolution are presented, and additionally, the saving of time of a month delay.

The Town Purchasing Policy and Procedures Manual, Administrative No. 1-21-1 permits for securing a proposal from a firm qualified to the solicitation with the goal of streamlining the process.

Due to the nature of the facility, the expedited process provides for elimination of time delays.

FISCAL IMPACT/FUNDING SOURCE

The funding for this program is from the Capital Improvement Fund.

USER DEPARTMENT CONCURRENCE

Public Works is in full concurrence with this recommendation.

DUE DILIGENCE

Due Diligence was conducted to determine vendor responsibility, including corporate status and that there are no performance and compliance issues.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

cc: Paul Brazil, P.E., Public Works Director
Jason Debrincat, P.E., Senior Project Engineer
Darrel Donatto, Fire Chief



I. INTRODUCTION

The Town of Palm Beach will receive responses on the date indicated in Negometrix for proposals from qualified firms to provide architectural and engineering design and bid services relating to the renovation of the Town's North Fire station #2, located at: 300 North County road, Palm Beach FL, 33480. All in accordance with the terms, conditions, and specifications contained in this Request for Qualifications

II. SCOPE OF WORK

The Town of Palm Beach, (Town) will utilize an Architectural and Engineering along with a Construction Manager at Risk to renovate Town of Palm Beach, North Fire Station #2, which is a landmark and historic building. The purpose of this document is to solicit qualifications of registered Professional Teams interested in providing Architectural and Design Professional Services in order to put out for bid the construction of the renovation of Station #2.

Facility is intended to have all requirements for Fire station design and construction. Including but not limited to: NFPA 1500 standards, Commercial grade kitchen (gas), apparatus bays (3), fueling station, bunker gear storage, laundry facility's, elevator, conference/training rooms, impact doors and windows, complete generator power back up, co-ed sleeping quarters for staff (minimum of 8), men's and woman's locker rooms with associated shower and toilet facilities, Gym with fitness equipment, vehicle exhaust evacuation systems, administration offices, etc..

It is not intended of this scope to be all-inclusive, as a detailed scope of work will be developed during negotiations with the selected team. The Town of Palm Beach reserves the right, at its sole discretion, to expand or limit the work based on funding availability or shifting priorities of the Town.

The selected Proposer is expected to develop all necessary plans to achieve all necessary approvals including Landmarks and other necessary permits and supply the CMAR necessary documentation for bids:

- Coordination with All Stakeholders, Town of Palm Beach staff, CMAR team, utilities departments, community Involvement, etc.
- Design documents from schematic through construction documents, including value of cost at 30% 60% & 90% drawing phases, to include value engineering suggestions throughout project design.

RESOLUTION NO. 134-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF RFQ NO. 2021-29, NORTH FIRE STATION RESTORATION PROJECT FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSTRUCTION SERVICES TO BRIDGES, MARSH & ASSOCIATES, INC. AND AWARD A CONTRACT FOR SERVICES IN THE AMOUNT OF \$390,000 AND ESTABLISHING A PROJECT BUDGET OF \$468,000

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves the award of RFQ No. 2201-29 North Fire Station Restoration Project for Architectural and Engineering Design and Construction Services to Bridges, Marsh & Associates, Inc. and award a contract for services in the amount of \$390,000 and establishing a project budget of \$468,000.

Section 2. The Town Manager is hereby authorized to execute this RFQ on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of November 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

7843 RFQ No.2021-29 North Fire Station Restoration Project - Architectural and Engineering Design and Construction Services

Evaluation phase  Ends on **Nov 9 2021 10:00 AM**

Compare & Select

Offer phase (7) 

Evaluation (7) 

Awarding 

 [1. SOLICITATION PACKAGE DOCUMENTS & EVALUATION FACTORS](#)

7 of 7 Complete offers 25 Questions

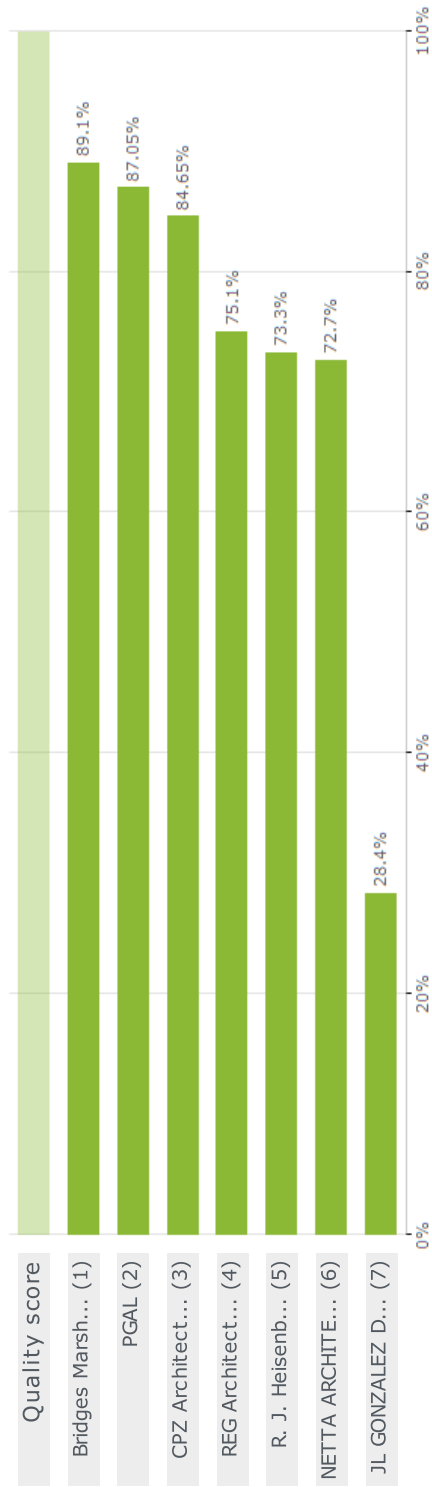
Comparison table

Sort by: Rank

Offers/Applications	Rank	Knockouts of 24	unanswered question(s) of 25	Uploads missed of 21	Incomplete evaluations of 14	Quality score	Phase
 Bridges Marsh & Associates Inc Bridges Marsh & Associates Inc Sep 23 2021 12:16:51 PM	1	-	-	2	-	89.1%	Awarding
 PGAL PGAL Sep 23 2021 10:34:24 AM	2	-	-	1	-	87.05%	Evaluation
 CPZ Architects, Inc. CPZ Architects, Inc. Sep 23 2021 9:52:42 AM	3	-	-	2	-	84.65%	Evaluation
 REG Architects Inc. REG Architects Inc. Sep 22 2021 5:21:19 PM	4	-	-	2	-	75.1%	Evaluation
 R. J. Heisenbottle Architects, PA R. J. Heisenbottle Architects, PA Sep 23 2021 11:56:50 AM	5	-	-	-	-	73.3%	Evaluation
 NETTA ARCHITECTS LLC NETTA ARCHITECTS LLC Sep 23 2021 12:40:27 PM	6	-	-	-	-	72.7%	Evaluation
 JL GONZALEZ DEVELOPMENT GROUP, LLC JL GONZALEZ DEVELOPMENT GROUP, LLC Sep 10 2021 12:25:15 PM	7	-	-	1	-	28.4%	Evaluation

Compare by: ☒ Question groups ☐ Questions

Sort by: Rank



Question groups:

- ☒ 1.1. SOLICITATION PACKAGE DOCUMENTS (0%)
- ☒ 1.2. SUPPLIER RESPONSE & ACKNOWLEDGEMENTS (0%)
- ☒ 1.3. EVALUATION FACTORS (100%)
- ☒ 1.4. ADDENDUM - If issued will be posted here. (0%)

All evaluations 7843 RFQ No.2021-29 North Fire Station Restoration Project - Architectural and Engineering Design and Construction Services
Phase: Offer phase (Closed for suppliers)

1. SOLICITATION PACKAGE DOCUMENTS & EVALUATION FACTORS

1.1. SOLICITATION PACKAGE DOCUMENTS

1.1.4. INTENT LETTER

Please upload you company intent letter executed by person that has the authority to sign the contract on behalf of your company. Please include a statement of your understanding of the scope, and its requirements.

Evaluation method: Yes / No
Worst: No
Best: Yes

R. J. Heisenbottle Architects, PA
PGAL
JL GONZALEZ DEVELOPMENT GROUP, LLC
NETTA ARCHITECTS LLC
REG Architects Inc.

Solicitations Palm Beach (100%)	Yes	Yes	Yes	Yes	Yes
Score	0%	0%	0%	0%	0%

CPZ Architects, Inc.
Bridges Marsh & Associates Inc

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

1.2. SUPPLIER RESPONSE & ACKNOWLEDGEMENTS

1.2.1. PRIMARY CONTACT

Please provide information regarding who may be contacted regarding this proposal using the table below.

Evaluation method: Yes / No
Worst: No
Best: Yes

R. J. Heisenbottle Architects, PA
PGAL
JL GONZALEZ DEVELOPMENT GROUP, LLC
NETTA ARCHITECTS LLC
REG Architects Inc.

Solicitations Palm Beach (100%)	Yes	Yes	Yes	Yes	Yes
Score	0%	0%	0%	0%	0%

CPZ Architects, Inc. Bridges Marsh & Associates Inc

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

Comments.

JL GONZALEZ DEVELOPMENT GROUP, LLC

Solicitations Palm Beach Only 1 contact listed

Summarizing comment

CPZ Architects, Inc.

Solicitations Palm Beach Only 1 contact person listed. No title given.

Summarizing comment

1.2.3. SUB CONTRACTORS

Please list or upload the subcontractors that you will use on this contract. Please include the Subcontractor name, address and the amount of years you have used each subcontractor. Bidders using their own forces for the work will need to enter '**My company will not use any sub-contractors**' in No.1 under Sub-Contractor Name.

If subcontractors are listed below, the Bidder acknowledges that they have fully investigated each subcontractor listed and has in their files evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, of performing the work required. The Town reserves final approval of any subcontractors listed. Following award of contract the Town reserves the right for approval of future subcontractors and refusal of existing or future subcontractors providing work under this contract.

Please use fillable PDF form attached to list your subcontractors.

R. J. Heisenbottle Architects, PA PGAL JL GONZALEZ DEVELOPMENT GROUP, LLC NETTA ARCHITECTS LLC REG Architects Inc.

Solicitations Palm Beach (100%)	Yes	Yes	Yes	Yes
Score	0%	0%	0%	0%

CPZ Architects, Inc. Bridges Marsh & Associates Inc

Solicitations Palm Beach (100%)	Yes	Yes
Score	0%	0%

Evaluation method: Yes / No

Worst: No

Best: Yes

CPZ Architects, Inc.

Bridges Marsh & Associates Inc

Evaluation method: Yes / No
Worst: No
Best: Yes

1.2.4. PROJECT REFERENCES

Provide at least five (5) business references, from which all should be related to this scope of work, preferably of public or government type agencies within last three (3) years. You may use the provided fillable PDF form or upload your own document which must contain at a minimum the information requested on the Town provided form.

A referenced person(s) must be someone who has personal knowledge of the Proposer's performance. The referenced person must have been informed that they are being used as a reference and that the Town may check references.

	R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Solicitations Palm Beach (100%)	Yes	Yes	Yes	Yes	Yes
Score	0%	0%	0%	0%	0%

CPZ Architects, Inc.

Bridges Marsh & Associates Inc

Evaluation method: Yes / No
Worst: No
Best: Yes

1.2.5. BIDDERS' QUALIFICATION

Please respond to this question by submitting fillable PDF form attached.

Please upload your W-9 and Business Tax Receipt. In case that you do not have a Business Tax Receipt please upload a statement of explanation.

	Summarizing comment
JL GONZALEZ DEVELOPMENT GROUP, LLC Solicitations Palm Beach All references are from Puerto Rico. No amounts not given for 3 "Active" projects.	
Bridges Marsh & Associates Inc Solicitations Palm Beach Dates omitted from Town of Gulf stream	

		R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Solicitations Palm Beach (100%)		Yes	Yes	Yes	Yes	Yes
Score		0%	0%	0%	0%	0%
		CPZ Architects, Inc.	Bridges Marsh & Associates Inc			
Solicitations Palm Beach (100%)		Yes	Yes			
Score		0%	0%			
Comments.						
JL GONZALEZ DEVELOPMENT GROUP, LLC						
Solicitations Palm Beach		30 years in business in Puerto Rico, but only 1 1/2 years in business in Florida				
Summarizing comment						

1.2.8. DRUG - FREE WORKPLACE CERTIFICATION

Please submit a drug free form by using attached fillable PDF form.

Evaluation method: Yes / No
Worst: No
Best: Yes

		R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Solicitations Palm Beach (100%)		Yes	Yes	Yes	Yes	Yes
Score		0%	0%	0%	0%	0%
		CPZ Architects, Inc.	Bridges Marsh & Associates Inc			
Solicitations Palm Beach (100%)		Yes	Yes			
Score		0%	0%			

Evaluation method: Yes / No
Worst: No

1.2.10. TRUTH IN NEGOTIATIONS

Please submit a truth in negotiations form by using attached fillable PDF form.

Best: Yes					
R. J. Heisenbottle Architects, PA					
PGAL	Yes	Yes	Yes	Yes	Yes
JL GONZALEZ DEVELOPMENT GROUP, LLC	Yes	Yes	Yes	Yes	Yes
NETTA ARCHITECTS LLC	Yes	Yes	Yes	Yes	Yes
REG Architects Inc.	Yes	Yes	Yes	Yes	Yes
Solicitations Palm Beach (100%)					
Score					
CPZ Architects, Inc.					
Bridges Marsh & Associates Inc	Yes	Yes	Yes	Yes	Yes
Solicitations Palm Beach (100%)					
Score					
1.2.13. E-VERIFY					
Proposer warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all its proposer workers, subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Please select "Yes" to confirm acceptance of this term and sign the attached form and resubmit.					
Evaluation method: Yes / No					
Worst: No					
Best: Yes					
R. J. Heisenbottle Architects, PA					
PGAL	Yes	Yes	Yes	Yes	Yes
JL GONZALEZ DEVELOPMENT GROUP, LLC	Yes	Yes	Yes	Yes	Yes
NETTA ARCHITECTS LLC	Yes	Yes	Yes	Yes	Yes
REG Architects Inc.	Yes	Yes	Yes	Yes	Yes
Solicitations Palm Beach (100%)					
Score					
CPZ Architects, Inc.					
Bridges Marsh & Associates Inc	Yes	Yes	Yes	Yes	Yes
Solicitations Palm Beach (100%)					
Score					

1.2.14. MINIMUM QUALIFICATIONS

Proposer shall provide adequate information with its proposal to demonstrate that it satisfies the following minimum as set forth below. The Town will consider what types of experience the Proposer has when making a determination of award. All decisions of the Town are final.

Proposer, with its proposal, must demonstrate successful performance and relevant experience and qualifications with respect to projects comparable in type, size, complexity, and scheduling as provided for in these solicitations documents. The Bidder shall have a minimum of three (3) years experience with municipal or commercial contracts. Please provide following:

- Name of Project
- Name of Owner and Project Locations
- Description of Project
- List elements of the project:
- Contact name, telephone number, fax number, email address
- Project duration including start and end dates
- Initial Contract dollar amount and Final Contract dollar amount.
- Description of any change orders (time, money, etc.)
- List of subcontractors that you have utilized

Note: Please upload one (1) minimum qualification form per project completed.

Documents:

Note: Please upload documentation for above requirements.

	R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Solicitations Palm Beach (100%)	Yes	Yes	Yes	Yes	Yes
Score	0%	0%	0%	0%	0%
	CPZ Architects, Inc.	Bridges Marsh & Associates Inc			
Solicitations Palm Beach (100%)	Yes	Yes			
Score	0%	0%			
Comments.					
PGAL					
	Solicitations Palm Beach	Included pictures	Summarizing comment		

JL GONZALEZ DEVELOPMENT GROUP, LLC		Summarizing comment
Solicitations Palm Beach	2 projects listed, for 3 years of experience (2 years 9 months) specifically with fire stations.	
NETTA ARCHITECTS LLC		Summarizing comment
Solicitations Palm Beach	9/10 are fire stations	
REG Architects Inc.		Summarizing comment
Solicitations Palm Beach	Only uploaded 1 form which contained 2 projects.	
CPZ Architects, Inc.		Summarizing comment
Solicitations Palm Beach	"See section 2.1.4 Project References with costs"	
Bridges Marsh & Associates Inc		Summarizing comment
Solicitations Palm Beach	4/5 projects listed were for the Town of Palm Beach	

1.3. EVALUATION FACTORS

1.3.1. EXPERIENCE OF FIRM

Please provide following information by uploading a document(s):
Provide details of Proposer's years of experience in the field of Architectural and Engineering Design Services. Include services performed for design projects and/or Fire-Rescue Stations, if applicable. Include other municipal projects that demonstrate experience.

List any sub-consultant firms proposed to accomplish any portions of the work. Include licenses, certifications, contact information and the services the sub-consultant will provide to the Town of Palm Beach. Provide a detailed narrative of each sub-consultant's experience relative to the services they will provide.
Identify key personnel who are designated to work on the Town of Palm Beach project. Provide a resume for each individual with emphasis on their experience with similar work. Include copies of licenses and certifications relevant to the project.
Describe any significant or unique awards received or accomplishments in previous, similar projects received by Proposer's Team or individuals within the Team.

Note: weight of this criteria is 25 points

	R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Sean Baker (20%)	3	4	0	4	4

Evaluation method: Value
Worst: 0
Best: 5
Unit: Points

	R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Wayne Bergman (20%)	4	5	3	4	4
Eric Brown (20%)	4	4	2	3.5	4
Paul Colby (20%)	3	4	2	3	4.5
Amy Wood (20%)	3	5	1	4	4
Score	17%	22%	8%	18.5%	20.5%
CPZ Architects, Inc. Bridges Marsh & Associates Inc					
Sean Baker (20%)	5	5			
Wayne Bergman (20%)	4	5			
Eric Brown (20%)	4.25	5			
Paul Colby (20%)	4	4.5			
Amy Wood (20%)	5	5			
Score	22.25%	24.5%			
Comments.					
R. J. Heisenbottle Architects, PA					
Sean Baker	Their work on the Flagler Museum is a big plus when being considered for the North Fire Station. Limited Fire house design				
Wayne Bergman	entering on Wayne B behalf - DB				
Eric Brown	Firm states that over 40 properties restored that were historic register locations. Firm and subconsultants appear to be primarily Miami-Dade County projects;				
Paul Colby	Lead architect (RJHA) firm has minimal exp. Except for engineering partner. Douglas Wood Associates – structural engineering partner has most of the exp.				
Amy Wood	Focus on historic preservation. Subs have experience with Fire stations but RJHA does not list any within their experience.				
Summarizing comment					

PGAL	Sean Baker	Large portfolio of public safety buildings. I did not see any historic projects.	Summarizing comment
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Large national firm with Boca Raton office, and most of projects listed were in TX (with some in south Florida). Subconsultants are more local with project experience. Awards and accolades mostly in TX?	
	Paul Colby	Great relative exp. with other local municipal clients with similar scope.	
JL GONZALEZ DEVELOPMENT GROUP, LLC	Amy Wood	Multiple Fire facilities within FL listed in projects. Awarded for historic preservation	Summarizing comment
	Sean Baker	The submission by this group is incomplete and therefore unable to be evaluated. There is no list of sub-consultants with the appropriate credentials.	
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Some municipal/govt experience but only in Puerto Rico and none in Florida or PBC.	
NETTA ARCHITECTS LLC	Paul Colby	Only one FS project included in submittal – an apprentice bay and storage renovation – not sure exp. applies to TOPB	Summarizing comment
	Amy Wood	Only Fire related project listed is not yet built. No evidence of working with historic buildings. No current work in FL.	
	Sean Baker	They have a good track record with public safety buildings. Many of the examples included in the beginning were based out of NJ. Sub consultants may be able to shore that up.	
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Firm primarily has experience in NY/NJ although subconsultants have good experience in Florida. Architectural exp appears to be mainly in non-municipal work; no mention of historic or landmark experience.	
	Paul Colby	Principal-in-Charge located in NJ?? Has exp. but remainder of "local" Netta design team does not have FS exp. except for engineering partner.	
	Amy Wood	Multiple Fire Station projects listed, did not include any historic building experience	

REG Architects Inc.

Wayne Bergman	entering on Wayne B behalf - DB
Eric Brown	Local firm with experience on govt projects and historic preservation. Some of fire-rescue projects were primarily new work and not renovations. Other projects did include historic preservation (Mar-a-Lago, Boynton Beach Community Ctr).
Paul Colby	Great relative exp. with other municipal clients with similar scope. Historical building exp.
Amy Wood	Experience includes 4 Fire stations, 1 training facility. Specializes in historic preservation.

CPZ Architects, Inc.

Sean Baker	Excellent credentials for building other public safety buildings.
Wayne Bergman	entering on Wayne B behalf - DB
Eric Brown	Extensive fire station experience with numerous projects in Broward County (and one in WPB), along with subconsultants. All projects appear to be new construction.
Paul Colby	Great relative exp. with other municipal clients with similar scope. Not sure, their data sheet is correct - Police Station ADA Restroom and Renovations never happened - project was not built, budget incorrect.
Amy Wood	15 Fire station projects listed, 2 under construction. Experience with historic bldgs (hotel remodel)

Bridges Marsh & Associates Inc

Sean Baker	This proposal has an excellent history working with the Town and their projects, from my perspective, are of good quality.
Wayne Bergman	entering on Wayne B behalf - DB
Eric Brown	Extensive experience in TOPB facilities design, representing virtually all major Town facilities over last 25 years. Also designed other municipal facilities in PBC. Subconsultants also have experience in TOPB projects.
Paul Colby	Lots of TOPB exp. and other municipal clients with similar scope - historical building exp.
Amy Wood	Completed 2 Fire stations for TOPB and Town Hall renovation.

Summarizing comment

Summarizing comment

Summarizing comment

1.3.2. APPROACH AND ORGANIZATIONAL INFORMATION

Please attach detailed requirements, but not limited to:
Describe Proposer's approach to delivering the Architectural and Engineering Design Services and any strategies Proposer proposes to implement.
Describe capacity of Proposer's proposed staff to perform the services. Staffing resources, number of staff assigned to each area of discipline, etc.
Submit an organizational diagram clearly identifying key personnel and other staffing resources, such as sub-consultants, that are designated to provide the services; indicate

Evaluation method: Value

Worst: 0

Best: 5

Unit: Points

their functional relationship to one another.
Provide a narrative clearly defining responsibilities, contractual relationships and roles of all individuals in the organizational diagram

Note: weight of this criteria is 30 points

	R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Sean Baker (20%)	4	5	0	4	4
Wayne Bergman (20%)	3	4	3	4	3
Eric Brown (20%)	3.5	3.5	1	3.5	4
Paul Colby (20%)	3	3.5	2	3.5	4
Amy Wood (20%)	4	5	1	3.5	4
Score	21%	25.2%	8.4%	22.2%	22.8%
	CPZ Architects, Inc.	Bridges Marsh & Associates Inc			
Sean Baker (20%)	5	4			
Wayne Bergman (20%)	4	4			
Eric Brown (20%)	4.5	5			
Paul Colby (20%)	4	4.5			
Amy Wood (20%)	5	4			
Score	27%	25.8%			
Comments.					

PGAL	Sean Baker	Excellent representation of their fire department experience.	Summarizing comment
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Creative approach with 3D modeling, alternative and concept development (design charettes?). No particular mention of historic preservation or landmark considerations.	
	Paul Colby	Good approach and team	
JL GONZALEZ DEVELOPMENT GROUP, LLC	Amy Wood	Recognition of role in presenting to Town Council/other bodies. Team assigned to project stays with project throughout. Use of collaborative sessions with Town staff (kit of parts)	Summarizing comment
	Sean Baker	I do not have a clear understanding of this company's approach and organizational information after reading this very brief summary. How is the team broken down to handle the construction of the fire station? More information is needed to fully evaluate this submission.	
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	No specific information provided as to approach or technical or historical considerations.	
NETTA ARCHITECTS LLC	Paul Colby	No real approach provided, regurgitated material	Summarizing comment
	Sean Baker	This company seems well suited to handle fire stations, however I am not sure they show the ability to handle the project based on the historical nature of the building.	
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Use of building modeling and REVIT tools was noted, and approach was generic with only a few examples of "lessons learned". No mention of historic or landmark constraints or familiarity with local boards/commissions.	
R. J. Heisenbottle Architects, PA	Paul Colby	Good approach	Summarizing comment
	Amy Wood	Approach did not mention that the station is a historical building	
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Good description of process and generic approach to project but nothing specific to TOPB work. Subconsultant team has worked in Miami-Dade and Broward Counties. No local projects noted.	
	Paul Colby	None of the principals from RJ has FS exp. on resumes limited approach	

REG Architects Inc.	Wayne Bergman	entering on Wayne B behalf - DB	Summarizing comment
	Eric Brown	Firm has experience with projects in urban environments and with govt agencies and review boards/commissions. No specific approach to TOPB Station #2 philosophy.	
	Paul Colby	Good approach, local, historical building exp.	
CPZ Architects, Inc.	Sean Baker	Excellent attention to detail in regards to firehouse design and health considerations of occupants.	Summarizing comment
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Description of approach and process was comprehensive although a bit generic. They did acknowledge use of temporary facilities, and also importance of community input. Experience in GMP projects. Included historic consultant on team - although examples were Tampa area projects.	
Bridges Marsh & Associates Inc	Paul Colby	Good approach - strong team	Summarizing comment
	Amy Wood	Detailed, descriptive narrative of process, those involved and at what point	
	Sean Baker	The companies within the org. chart represent a solid historical track record of working with the Town of Palm Beach. The PROJECT APPROACH & IMPLEMENTATION leaves room for improvement compared to other applicants.	
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Approach acknowledges the significant historical restrictions and existing constraints that exist, and also reflects their experience with Landmarks Preservation Commission and understanding their expectations.	
	Paul Colby	Team has provided services to Town previously, strong ties to TOPB and have worked on NFS & historical buildings	

Evaluation method: Value
Worst: 0
Best: 5
Unit:

1.3.3. SIMILAR COMPLETED PROJECTS

Provide a list of Architectural and Engineering Design projects, Fire-Rescue Stations, and other capital improvement renovation projects that Proposer has provided services for and List may include projects submitted under Tab 3, Minimum Qualifications. Include the following information for each project:

1. Project Name
2. Project Start and End Dates
3. Brief Description of Project's Scope of Work
4. Project Beginning and Ending Contract Amount
5. Client Business Name

- 6. Client Contact Name
- 7. Client Contact Phone Number
- 8. Client Contact Email Address

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. This will be counted in the 50-page limit.

Note: weight of this criteria is 25 points

	R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Sean Baker (20%)	5	5	0	3	3
Wayne Bergman (20%)	4	5	2	4	3
Eric Brown (20%)	4	3.75	2	3	4
Paul Colby (20%)	3.5	4	2	4	4
Amy Wood (20%)	3	5	1	4	4
Score	19.5%	22.75%	7%	18%	18%
	CPZ Architects, Inc.	Bridges Marsh & Associates Inc			
Sean Baker (20%)	4	5			
Wayne Bergman (20%)	4	5			
Eric Brown (20%)	4	5			
Paul Colby (20%)	4	4			
Amy Wood (20%)	5	5			
Score	21%	24%			
Comments.					

PGAL	Sean Baker	Good example of historic restoration in Broward.	Summarizing comment
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Provide some local examples of fire station projects in Broward & PBC, although all were new construction and not renovation.	
JL GONZALEZ DEVELOPMENT GROUP, LLC			Summarizing comment
	Sean Baker	There are too many conceptual pictures that do not show the breadth of the company's capabilities. The projects that were included in this question are well below the scope of the project being considered for the Town of Palm Beach.	
	Wayne Bergman	entering on Wayne B behalf - DB	
NETTA ARCHITECTS LLC	Eric Brown	Only one fire station designed in Puerto Rico. Other project experience was primarily schools and commercial properties.	Summarizing comment
	Sean Baker	Limited examples of Florida fire stations, and also no examples of projects that are historic in nature.	
	Wayne Bergman	entering on Wayne B behalf - DB	
R. J. Heisenbottle Architects, PA	Eric Brown	Only one fire station project noted in FL, others in NJ. Only one reference was in FL (not municipal).	Summarizing comment
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Subconsultants have fire station project experience, but not prime architect? Historic building renovations noted for Miami, Miami Beach, Coral Gables. References listed were all Miami-Dade owners, most of which were not municipal customers.	
REG Architects Inc.			Summarizing comment
	Wayne Bergman	entering on Wayne B behalf - DB	
	Eric Brown	Similar projects in area were noted (WPB, Riviera Beach, Martin Co., etc) although new construction. Renovation work was for other types of structures. References listed projects for municipal work like community centers, and city hall buildings.	

CPZ Architects, Inc.

Sean Baker
Impressive history of building fire stations, especially Coral Springs #80. They show excellent credentials for brand new stations, but our building is unique with its historic designation.

Wayne Bergman
entering on Wayne B behalf - DB

Eric Brown
15 fire station projects in last 16 years, mostly in Broward County. Team appears to have fire station project experience for all subconsultants. Most examples were new construction, very limited renovation or historic landmark projects (Claremont Hotel?).

Bridges Marsh & Associates Inc

Sean Baker
I have seen, firsthand, the quality of work of this vendor. It is beyond reproach from a users standpoint.

Wayne Bergman
entering on Wayne B behalf - DB

Eric Brown
Numerous similar projects for fire stations, police facilities and Town Hall buildings. Experience with landmarked buildings and the standards for complying with local guidelines.

Summarizing comment

Summarizing comment

1.3.4. Workload and Scheduling

Over-all workload of the company
Project scheduling ability/timely completion of work
Schedule to accommodate this project
Applicability of the services offered
Meeting the Town's operational and administrative requirements

Note: weight of this criteria is 10 points

R. J. Heisenbottle Architects, PA
PGAL
JL GONZALEZ DEVELOPMENT GROUP, LLC
NETTA ARCHITECTS LLC
REG Architects Inc.

Sean Baker (20%)	4	4	4	0	3	3
Wayne Bergman (20%)	4	4	4	2	4	4
Eric Brown (20%)	4	4.25	1.5	3	4	4
Paul Colby (20%)	3.5	4	2	3.5	4	4
Amy Wood (20%)	4	4	2	4	4.5	4.5
Score	7.8%	8.1%	3%	7%	7.8%	7.8%

Evaluation method: Value
Worst: 0
Best: 5
Unit:

CPZ Architects, Inc. **Bridges Marsh & Associates Inc**

Sean Baker (20%)	3	3	3
Wayne Bergman (20%)	3	5	
Eric Brown (20%)	4	4	4
Paul Colby (20%)	4	4	4
Amy Wood (20%)	4.5	4	4
Score	7.4%	8%	

Comments.

PGAL

Summarizing comment

Sean Baker	This was an excellent example of how they are currently operating
Wayne Bergman	entering on Wayne B behalf - DB
Eric Brown	Provided good summary of projects underway and staff availability, along with QA/QC tools used to manage workload and projects. Timeline for this project seemed longer than necessary (one year for bid documents)?

JL GONZALEZ DEVELOPMENT GROUP, LLC

Summarizing comment

Sean Baker	The projects that have been submitted do not prove the company is able to handle the scope of this project.
Wayne Bergman	entering on Wayne B behalf - DB
Eric Brown	No projects currently in State of Florida. Unclear as to how they would manage or work on a project here in TOPB.

NETTA ARCHITECTS LLC

Summarizing comment

Sean Baker	I would like to see specific examples of their workload and not a broad statement on the practices.
Wayne Bergman	entering on Wayne B behalf - DB
Eric Brown	Commitment to schedule but narrative was generic and not really specific to particular details.

R. J. Heisenbottle Architects, PA

Summarizing comment

Wayne Bergman	entering on Wayne B behalf - DB
Eric Brown	Availability chart provided for key personnel showing mostly 30%+ for their team members.

REG Architects Inc.	Wayne Bergman	entering on Wayne B behalf - DB	Summarizing comment
	Eric Brown	Committed to resources for adhering to schedule as needed. Weekly meetings indicated for monitoring progress.	
CPZ Architects, Inc.	Wayne Bergman	for Wayne B - DB	Summarizing comment
	Eric Brown	Pending or active projects were noted, and commitment to start immediately on project. (Narrative mentioned Broward County as client not TOPB)	
Bridges Marsh & Associates Inc	Wayne Bergman	entering on Wayne B behalf - DB	Summarizing comment
	Eric Brown	Staff and subconsultants appear to have time and commitment to meet Town requirements.	

1.3.5. Financial Information

- Financial resources and capabilities information: An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project should be included in the response
- Evidence of insurance capability
- Annual Report submitted and determined adequate by Town
- Town will request from short listed firms Financial Statement certified or reviewed by a CPA for last two year period
- Present and future litigation or dispute and resolutions

Note: The Town may request a Dun & Bradstreet report from all short listed finalists.

Note: weight of this criteria is 10 points

	R. J. Heisenbottle Architects, PA	PGAL	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Sean Baker (20%)	4	4.5	1	3.5	3
Wayne Bergman (20%)	4	4.5	1	3.5	3
Eric Brown (20%)	4	4.5	1	3.5	3
Paul Colby (20%)	4	4.5	1	3.5	3
Amy Wood (20%)	4	4.5	1	3.5	3
Score	8%	9%	2%	7%	6%

Evaluation method: Value
Worst: 0
Best: 5
Unit:

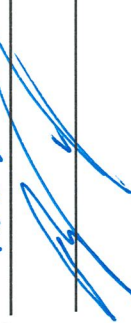
	R. J. Heisenbottle Architects, Inc.	PGAL Bridges Marsh & Associates Inc	JL GONZALEZ DEVELOPMENT GROUP, LLC	NETTA ARCHITECTS LLC	REG Architects Inc.
Sean Baker (20%)	3.5	3.5			
Wayne Bergman (20%)	3.5	3.5			
Eric Brown (20%)	3.5	3.5			
Paul Colby (20%)	3.5	3			
Amy Wood (20%)	3.5	3.5			
Score	7%	6.8%			
Comments.					
R. J. Heisenbottle Architects, PA					
	Sean Baker	per Amy Wood - DB			Summarizing comment
	Wayne Bergman	per Amy Wood - DB			
	Eric Brown	per Amy Wood - DB			
	Paul Colby	Finance will be providing report/findings. per Amy Wood - DB			Summarizing comment
PGAL					
	Sean Baker	per Amy Wood - DB			
	Wayne Bergman	per Amy Wood - DB			Summarizing comment
	Eric Brown	per Amy Wood - DB			
	Paul Colby	Finance will be providing report/findings. per Amy Wood - DB			
JL GONZALEZ DEVELOPMENT GROUP, LLC					
	Sean Baker	per Amy Wood - DB			Summarizing comment
	Wayne Bergman	per Amy Wood - DB			
	Eric Brown	per Amy Wood - DB			
	Paul Colby	Finance will be providing report/findings. per Amy Wood - DB			Summarizing comment
	Sean Baker	per Amy Wood - DB			
	Wayne Bergman	per Amy Wood - DB			
	Eric Brown	per Amy Wood - DB			Summarizing comment
	Paul Colby	Finance will be providing report/findings. per Amy Wood - DB			

NETTA ARCHITECTS LLC	Sean Baker	per Amy Wood - DB	Summarizing comment
	Wayne Bergman	per Amy Wood - DB	
	Eric Brown	per Amy Wood - DB	
	Paul Colby	Finance will be providing report/findings. per Amy Wood - DB	
REG Architects Inc.	Sean Baker	per Amy Wood - DB	Summarizing comment
	Wayne Bergman	per Amy Wood - DB	
	Eric Brown	per Amy Wood - DB	
	Paul Colby	Finance will be providing report/findings.	
CPZ Architects, Inc.	Sean Baker	per Amy Wood - DB	Summarizing comment
	Wayne Bergman	per Amy Wood - DB	
	Eric Brown	per Amy Wood - DB	
	Paul Colby	Finance will be providing report/findings. per Amy Wood - DB	
Bridges Marsh & Associates Inc	Sean Baker	per Amy Wood - DB	Summarizing comment
	Wayne Bergman	per Amy Wood - DB	
	Eric Brown	per Amy Wood - DB	
	Paul Colby	Finance will be providing report/findings.	

Report generated: Oct 29 2021 1:14 PM

RFQ No.2021-29 North Fire Station Restoration Project - Architectural and Engineering Design and Construction Services				
Summary of ordinal scoring				
	Companies			
Selection Committee	Bridges Marsh & Associates Inc	PGAL	CPZ Architects, Inc	REG Architects Inc.
Sean Baker	1	3	4	2
Wayne Bergman	3	1	2	4
Eric Brown	1	4	3	2
Amy Wood	1	2	4	3
Paul Colby	1	3	4	2
TOTAL	7	13	17	13

Date: Oct 18, 2021 (1) (2) (4) (3)

Witness: 


NOTE: The lowest score is the highest ranked company

1 November 2021

Mr. Duke Basha
Assistant Purchasing Manager, Town of Palm Beach
Public Works Building
951 Okeechobee Rd.
West Palm Beach, FL 33401

**RE: RENOVATIONS TO EXISTING NORTH FIRE STATION
300 North County Rd.
Palm Beach, FL 33480**

Dear Mr. Basha,

Per your request, the following is a proposal from Bridges, Marsh & Associates (BMA) to provide Architectural and Engineering services to undertake the **RENOVATIONS at the above referenced project.**

We propose the following as our Scope of Work and Basis of Compensation for this work:

SCOPE OF WORK – BASIC SERVICES:

PHASE I :

SCHEMATIC DESIGN:

- Review all available Historical documents to assist the Town in determining their required program
- Review the program furnished by the Town to ascertain the requirements of the Project
- Review all site/existing building conditions
- Review all exterior components of the building and make recommendation as to replication or restoration of Historical elements
- Based on mutually agreed upon program, schedule, prepare for approval by the Town, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- Consult with the Town's Construction Manager at Risk (CMAR) to review preliminary budget cost evaluations.

BILLED AT THE HOURLY RATES NOT TO EXCEED \$20,000.00

BRIDGES, MARSH & ASSOC., INC.
chartered architects

PHASE II:

DESIGN DEVELOPMENT

- Based on the Town's approved Schematic Design Documents and preliminary budget guidelines BMA shall prepare for approval by the Town, Final Design Development documents consisting of drawings and other documents including plans, sections, elevations and typical construction details and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems.
- BMA will coordinate with the CMAR to review preliminary budget cost evaluations.
- BMA will submit Design Development documents for the Town to review and approve and incorporate revisions into Final Design Development Documents.
- BMA will provide interior layout documents, illustrating functional/separation and level of security into the design elements and incorporate into the Design Development Documents.
- BMA will assist the Town in submission requirements to the Landmarks Commission submission.
- BMA will make all necessary presentations to Landmarks Commission and Town Council as required.
- Submission of 60% documentation

BILLED AT THE HOURLY RATES NOT TO EXCEED \$80,000.00

PHASE III:

CONSTRUCTION DOCUMENTS

- Based on the Town's final approval of Design Development documents and on the Town's authorization of any adjustments in Project requirements and Budget, BMA will prepare Construction Documents for the Owner's approval.
- Consulting Services, in addition to Architectural, will be provided under this Agreement for the following:
 - o Structural Engineering
 - o Heating, Ventilating & Air Conditioning Engineering
 - o Electrical, Plumbing Engineering
 - o Civil Engineering
 - o Landscape Architecture
 - o NFPA 1500 Consultations
 - o Roofing Consultations
- The Architect and Consultants will incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents
- The Architect and Consultants will work closely with the project CMAR to review the Cost of Work

BILLED AT THE HOURLY RATES NOT TO EXCEED \$150,000.00

PHASE IV:

CONSTRUCTION ADMINISTRATION:

- Except as otherwise authorized by the Architect, all communication between the Architectural Consultants and the Town/Contractor or other consultants will be forwarded through the Architect.
- Site observation
- As the construction contract administrator, the Architect shall monitor the progress of the project with such frequency and thoroughness as is necessary for the Architect to insure that the Contractor's job superintendent is maintaining an adequate log indicating the following:
 - Compliance of the Project's progress with schedules, projections and deadlines as they are established from time to time.
 - Compliance of all aspects of the work performed on the project with the Final Design Documents and all changes thereto including but not limited to its quality, quantity, cost, status of completion and the methods used for its implementation.
- The Architect shall maintain a record containing all of the Architect's field reports, observations, correspondence, shop drawings and project documents.
- The Architect shall clarify for the Contractor all questions with regard to the Final Design and Construction Documents and for all other architects and engineers employed for completion of the project questions which arise about installation work, landscape architecture and site engineering work in an effort to assist them in complying with all details and specifications developed by the Architect and consistent with the Final Design and Construction Documents.
- The Architect shall attend all General Contractor Project Coordination meetings as required.
- The Architect shall review for compliance with the Final Design and Construction Documents, all Contractors shop drawings, requested data, samples, suggested substitutions and questions regarding the home or the Final Design and Construction Documents within a reasonable time so the Contractor may maintain its progress in a timely and orderly manner and without disruption. The Architect shall consult with the Town or a designated representative thereof when the review requires a judgement as to aesthetics and directly with the Town when the Architect reasonably believes approval will result in a price in excess of budget.

- The Architect shall review the work in place for compliance with the Final Design and Construction Documents and have authority at the Town's expense to authorize tests and reject work, which the Architect reasonable believes requires testing, or which he believes does not conform with the Final Design and Construction Documents.
- The Architect shall, in a timely manner, review all Change Orders, whether requested by the Architect, the Contractor or the Town. All Change Orders must be sufficiently specific for the Contractor to successfully incorporate said changes into the project. These Change Orders shall become part of the Final Design and Construction Documents and subject to all Architect's representations and responsibilities enumerated herein. The Architect shall have authority to authorize minor changes not affecting quality, contract price or an extension of contract time and which the Architect reasonably believes are necessary for the timely progress of the project or result in an improvement in relation to the Final Design and Construction Documents. All changes are to be reviewed by the Town and Town's Representative.
- The Architect will not be responsible for and will not have control or charge of the Contractor's constructions means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- The Architect shall review all Contractor's applications for payment and certification of same shall constitute an affirmative representation by the Architect to the Town that to the best of his knowledge based upon reasonable observation as required by this Agreement that the work in place is consistent with the Final Design and Construction Documents and all changes thereto and that it consists of first quality material and workmanship and further , that said work is on schedule and within budget. Prior to certification of an application for payment the Architect shall review all proposed releases of lien and the pertinent contractor's affidavit and determine whether the releases so proposed and said affidavit are comprehensive as to the work in place and as to the entities and individuals which performed said work including but not limited to those having filed any Notice to Owner.
- The Architect shall represent the Town as reasonably necessary at inspections or conferences with governmental representatives or inspectors and shall promptly and thoroughly report to Town concerning the same.
- The Architect shall provide updated "as built" drawings as required by the Town Building Department.

BILLED AT THE HOURLY RATES NOT TO EXCEED \$90,000.00

Public/Community meetings to be billed at the rates below not to exceed \$10,000.00 (Ten Thousand Dollars).

AS-BUILT DOCUMENTS not to exceed \$15,000.00 (Fifteen Thousand Dollars)

REIMBURSABLES:

Any out of pocket expenses incurred, including, but not limited to the following: long distance phone calls/fax, long distance travel, prints/reproductions, postage/delivery, renderings will be billed not to exceed \$25,000.00. (Twenty-five Thousand Dollars)

BASIS OF COMPENSATION

Hourly rates to be billed on a monthly basis at the rates set out below **NOT TO EXCEED \$390,000.00 (Three Hundred Ninety Thousand Dollars).**

- Architectural Services:
 - Principal \$300.00 per hour
 - Project Arch/Design \$150.00 per hour
 - Jr. Architect \$120.00 per hour
 - Sr. Draftsman \$ 95.00 per hour
 - Draftsman \$ 85.00 per hour
 - Administration \$ 65.00 per hour
- Structural Services:
 - Principal \$250.00 per hour
 - Engineer \$150.00 per hour
 - Sr. Draftsman \$110.00 per hour
 - Engineer Intern \$100.00 per hour
 - Draftsman \$100.00 per hour
 - Administrative \$ 45.00 per hour
- M/E/P Services:
 - Principal \$250.00 per hour
 - Engineer \$125.00 per hour
 - Technician \$ 95.00 per hour
 - Draftsman \$ 55.00 per hour
 - Administrative \$ 35.00 per hour
- Civil Engineering Services:
 - Principal \$295.00 per hour
 - Project Engineer \$220.00 per hour
 - Draftsman \$110.00 per hour

- Landscape Architecture:
 - Principal \$245.00 per hour
 - Partner \$220.00 per hour
 - Draftsman \$ 95.00 per hour
- NFPA 1500 Consultant:
 - Principal \$225.00 per hour
- Roofing Consultant:
 - Principal \$225.00 per hour

OWNER RESPONSIBILITIES:

- Town to provide survey which describes physical characteristics, legal limitation and utility locations for site of the Project
- Town to furnish services of geotechnical engineer including borings, soil bearing values and percolation tests
- Town's vendors to provide electronic system information (i.e. low voltage lighting system, etc.

EXCLUSIONS:

- Surveying
- Land Planning
- Soil testing
- Government review (above normal review processes)
- Legal Fees

GENERAL:

- Town as Owner: Town confirms that neither BMA nor any of BMA's Consultants or subcontractors has offered any fiduciary service to Town and no fiduciary responsibility shall be owed to Town by BMA or any of BMA's subconsultants or subcontractors, as a consequence of BMA's entering into this Agreement with Town.
- Assignment: No assignment, transfer or subletting of any party's rights, interests or obligations shall be allowed without the prior written consent of the other party.
- Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

- The Town shall be permitted to retain copies, including reproducible copies or drawings and specifications for information and reference in connection with Town's use and occupancy of the project. The drawings and specifications shall not be used by the Town on other projects, for additions to the projects, or for completion of the project by others, except by Agreement in writing and with appropriate compensation to the Architect.
- Termination: The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. In the event of any termination, the Architect will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Architect as a result of such termination.

No personal liability. In accordance with Fla. Stat. Section 558.035, any claim made by the Owner arising out of any acts, errors or omissions by any officer, director, individual, agent or employee of the Architect, including any individually registered Architect who may be signing and sealing architectural documents in the execution or performance of this Agreement or the Architectural / Engineering services provided herein, shall only be made against Bridges, Marsh & Associates, Inc. and not against any officer, director, individual, agent or employee of the Architect or any individually registered Architect. As required by Fla. Stat. Section 558.0035, it is understood that no individual design professional is a party to this Agreement.

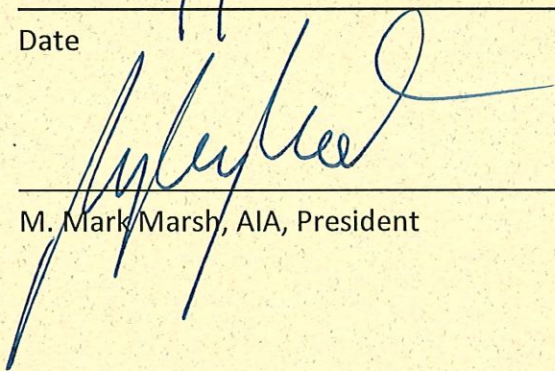
AFTER ACCEPTANCE OF THIS PROPOSAL, THIS DOCUMENT BECOMES A LEGAL CONTRACT BETWEEN BRIDGES, MARSH & ASSOCIATES, INC. AND THE CLIENT.

Date

Mr. Duke Basha, Asst. Purchasing Manager

12/1/21

Date



M. Mark Marsh, AIA, President

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project

H. Paul Brazil, P.E., Director of Public Works

a. Review of Project and Dashboard, Summary of Project Status

b. RESOLUTION NO. 138-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement on the North Side of Kawama Lane at Mid-Block from the Town of Palm Beach to Florida Power and Light (FPL) for Access and Maintenance of FPL Equipment.

c. RESOLUTION NO. 139-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement on Town Owned Property at 449 North Lake Way from the Town of Palm Beach to Florida Power and Light (FPL) for Access and Maintenance of FPL Equipment.

Presenter

ATTACHMENTS:

- ▣ **a. Memorandum Dated October 26, 2021, H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Memorandum Dated October 27, 2021, H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Resolution No. 138-2021**
- ▣ **b. Exhibit**
- ▣ **c. Memorandum Dated October 27, 2021, H. Paul Brazil, P.E., Director of Public Works**
- ▣ **c. Resolution No. 139-2021**
- ▣ **c. Exhibit**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor & Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Paul Brazil, Public Works Director

FROM: Patricia Strayer, Town Engineer

RE: Utility Undergrounding Project Status Report

DATE: October 26, 2021

I. COMMUNICATIONS:

A. Community Meetings:

Coffee with the Crew meetings are suspended again until further notice. When the meetings are rescheduled, the meetings for Phases 4 and 5 North will take place at Palmo Park on the first Monday of the month. The meetings for Phases 2, 3, 4, and 5 South will take place at Town Hall Square on the second Monday of the month.

B. Significant Postal Mail or E-mail

Staff continues to have easement meetings with property owners primarily focused on Phase 6 North and South.

II. PROGRESS SUMMARY:

Overall, Town-wide Construction Progress, ten (10) of fifteen (15) construction zones are either complete or in progress/funded for construction, inclusive of Phases 1N, 1S, 2N, 2S, 3N, 3S, 4N, 4S, 5N and 5S.

A. Construction Progress:

Phase 1 North:

From the Inlet south to Onondaga Ave.

- Completed March 30, 2019

Phase 1 South:

From southern Town limits north to Sloan's Curve

- Completed April 3, 2020

Phase 2 North Construction:

From Esplanade Way to Ocean Terrace

- Completed October 29, 2020

Phase 2 South Construction:

From Sloan's Curve to the intersection of S. Ocean Blvd & S. County Road

- Phase 2 South, the project is 78% complete.

Phase 3 North Construction:

From Osceola Way to the north-side of La Puerta Way

- Complete September 17, 2021

Phase 3 South:

From S. Ocean Blvd & S. County Road to the alleyway south of Worth Ave.

- Phase 3 South construction is 29% complete.

Phase 4 North:

From south-side of La Puerta Way to north-side of List Road

- Construction for Phase 4 North is 58% complete.

Phase 4 South:

From Peruvian Ave. north to Royal Palm Way & the Town Docks

- Design is 99% complete.
- 61 of 62 easements are recorded or verbally approved.
- Contract awarded August 10.
- Delivery of materials has been delayed. Actual construction is expected to start in January.

Phase 5 North:

From Country Club Road to Southland Road

- Design is 99% complete.
- 84 of 86 (98%) easements are recorded or verbally approved.
- Notice to Proceed was issued September 27, 2021.
- Delivery of materials has been delayed. Actual construction is expected to start in January.

Phase 5 South:

From South Lake Drive/Hibiscus Ave. & Peruvian Ave./Royal Palm Way, properties between the intracoastal waterway and the Atlantic Ocean and from Royal Palm Way to Seaspray Ave.

- Design is 100% complete.
- 74 of 79 (94%) easements are recorded or verbally approved.
- Notice to Proceed was issued September 27, 2021.
- Delivery of materials has been delayed. Actual construction is expected to start in January.

Phase 6 North:

From Chateaux Drive & Kawama Lane to the south-side of Plantation Road

- Design is 52% complete and on schedule.
- 27 of 56 (48%) easements approved.

Phase 6 South:

Seaspray Ave. to the south of Royal Poinciana Way

- Design is 43% complete and on schedule.
- 26 of 97 (27%) easements approved.

Phase 7 North:

Palm Beach Country Club north to the south side of List Road

- Design is 23% complete and on schedule.
- Easement acquisition will begin next month.

Phase 7 South:

Atlantic Ave. north to Via Los Incas & Sanford Ave.

- Design is 23% complete and on schedule.
- Easement acquisition will begin next month.

Phase 8:

Royal Poinciana Way north to Everglade Ave.

- Design is 18% complete and on schedule.
- Easement acquisition has not started.

III. FINANCIAL SUMMARY:

A. FEMA Grant Update:

- FEMA/FDEM approved contracts for CR Dunn and Wilco for construction.
- Requested an update on the status of the requested (and approved) grant modification but still have not received a response from FEMA/FDEM.

B. Project Budget Summary:

There are no significant changes since the last report. Updates include processing of vendor pay applications for design and work performed in active phases. The full Underground Utility Project Financial Report is provided within your backup package with the summary page attached.

cc: Jane LeClainche, Finance Director
Kevin Schanen, Kimley-Horn & Associates

Underground Utility Project Budget
Project Financial Summary
October 31, 2021

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,890,445	100.5%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 10,031,375	77.7%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,016,430	\$ 7,464,143	46.6%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 17,171,917	\$ 3,599,152	21.0%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 17,929,188	\$ 1,706,403	9.5%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,905,794	\$ 918,130	48.2%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,619,090	\$ 370,011	22.9%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 284,538	20.6%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 81,752,951	\$ 37,264,196	45.6%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 1,005,390	\$ 1,005,390	\$ 957,174	95.2%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 120,910,035	\$ 82,758,341	\$ 38,221,370	46.2%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 14,035,445	\$ 10,498,923	74.8%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,569,105	\$ 2,283,573	145.5%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 120,910,035	\$ 84,327,446	\$ 40,504,943	48.0%

Total Project Budget - Opinion of cost for construction	\$ 120,910,035
% Budgeted/Encumbered To Date Project Costs	68.45%
% Spent to Date - Project Costs	31.61%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ 18,604,175	\$ 18,604,175	0.0%
Assessment Revenue	\$ 21,430,000	\$ 17,435,168	81.4%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 396,389	0.0%
Interest	\$ 1,567,009	\$ 2,399,987	153.2%
GO Bond Proceeds 2018	\$ 60,500,000	\$ 60,499,897	100.0%
GO Bond Proceeds 2021	\$ 9,198,896	\$ 9,198,896	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 2,500,000	50.0%
FPL	\$ 450,246	\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ -	0.0%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from the Marina	\$ 2,600,000		
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 751,000	\$ 589,162	78.5%
Total Project Revenues	\$ 132,208,067	\$ 115,715,562	87.5%

Underground Utility Project Budget
Phase 1 Project Costs
October 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Subtotal Design Phase	\$ 1,330,000	\$ 1,280,000	\$ 1,276,829	\$ 1,276,813	100.0%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,598,144	100.0%
Street Light Conversion			\$ 26,273	117,749	448.2%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Other Change orders			\$ 130,415	130,415	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	483,548	101.4%
Construction Engineering (KH)			\$ 230,532	205,818	89.3%
	\$ 4,210,000	\$ 4,930,000	\$ 4,868,657	\$ 4,942,190	101.5%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,450,977	100.0%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders			\$ 12,749	12,749	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,362,028	99.1%
Construction Engineering (KH)			\$ 316,498	316,396	100.0%
	\$ 6,800,000	\$ 6,350,000	\$ 6,334,777	\$ 6,322,510	99.8%
Easement Recording Fees			\$ 740	740	100.0%
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 350,000	\$ 301,359	\$ 306,723	101.8%
Legal Sketch and Description - Easements			34,000	33,215	97.7%
Easement Abandonment			\$ 8,256	8,256	100.0%
Total Phase 1 Costs	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,890,445	100.5%

Underground Utility Project Budget
Phase 2 Project Costs
October 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000		\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 40,565	100.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 129,348	94.7%
Total Phase 2 Design	\$ 735,000	\$ 807,000	\$ 806,513	\$ 799,244	99.1%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	4,013,700	99.9%
Approved Change Orders			\$ -	-	
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 496,307	100.0%
FPL - Additional Vista Switches				\$ 54,938	
Street Light Conversion			\$ 19,186	\$ 19,186	100.0%
Construction Engineering (KH)			\$ 248,121	\$ 246,227	99.2%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 4,831,238	\$ 4,873,260	100.9%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	33,400	95.4%
Burkhardt Construction			\$ 6,494,596	3,685,475	56.7%
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 200,000	\$ 123,948	62.0%
Street Light Conversion			\$ 20,000	\$ 19,268	96.3%
Construction Engineering (KH)	-		\$ 282,973	\$ 259,204	91.6%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,055,899	\$ 4,145,077	58.7%
Easement Acquisition/Abandonment	200,000	219,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 21,725	\$ 19,939	91.8%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 23,933	95.7%
Postage			\$ -	\$ 544	
Recording Costs			\$ 3,605	\$ 3,359	93.2%
Easement Abandonment			\$ 6,870	\$ 8,496	123.7%
Total Easement Acquisition Costs	200,000	219,000	\$ 213,622	\$ 213,794	100.1%
Total Phase 2 Costs	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 10,031,375	77.7%

Underground Utility Project Budget
Phase 3 Project Costs
October 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000		\$ 280,189	\$ 280,189	100.0%
Task 1.2 Phase 3 South Design	\$ 535,000		\$ 486,333	\$ 486,323	100.0%
Task 1.3 Permitting Assistance			\$ 13,739	\$ 13,739	100.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 36,834	100.0%
Task 1.5 Meetings			\$ 77,411	\$ 76,626	99.0%
Total Phase 3 Design	\$ 860,000	\$ 895,000	\$ 894,505	\$ 893,710	99.9%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,042,171	\$ 3,846,887	95.2%
Approved Change Orders					
FPL Design Cost			\$ 12,850	\$ 1,350	10.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 3,128	\$ 3,128	100.0%
FPL Construction			\$ 87,101	\$ 87,101	100.0%
Street Light Conversion			\$ 4,249	\$ 4,249	100.0%
Utility Costs (Comcast & ATT)			\$ 409,387	\$ 409,387	100.0%
Construction Engineering (KH)			\$ 236,976	\$ 222,545	93.9%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 243,470	\$ 243,470	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 74,900	\$ 74,900	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000	\$ 5,183,252	\$ 4,962,036	95.7%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction					
Construction			\$ 8,029,385	593,777	7.4%
Approved Change Orders					
FPL Construction			\$ 562,000	562,905	100.2%
FPL Design Cost			\$ 11,359	6,950	61.2%
FPL - 101 El Brillo				10,875	
ATT Design and Construction Cost			\$ 425,000	5,000	1.2%
Comcast Design and Construction Cost			\$ 195,128	3,128	1.6%
Construction Engineering (KH)			\$ 322,540	77,239	23.9%
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 9,545,412	\$ 1,259,874	13.2%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 271,663	99.4%
Legal Advertising				\$ 1,076	
Easement Amendment			\$ 49,285	\$ 49,198	99.8%
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		0.0%
Jones Foster - Legal			\$ 25,000	\$ 21,018	84.1%
Recording Costs				\$ 5,568	
Easement Abandonment			\$ 8,150	\$ 1,244	
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 393,261	\$ 348,524	88.6%
Total Phase 3 Costs	\$10,910,000	\$15,400,000	\$ 16,016,430	\$ 7,464,143	46.6%

Underground Utility Project Budget
Phase 4 Project Costs
October 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000		\$ 312,317	312,317	100.0%
Task 1.2 Phase 4 South Design	\$ 413,000		\$ 451,284	451,284	100.0%
Task 1.3 Permitting Assistance			\$ 14,468	14,468	100.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	37,899	100.0%
Task 1.6 Meetings			\$ 77,911	77,383	99.3%
Total Phase 4 Design	\$ 815,000	\$ 894,000	\$ 893,879	893,351	99.9%
Construction Costs					
Phase 4 North Construction	4,605,000	6,275,000			
Preconstruction			\$ 22,270	22,270	100.0%
Construction			\$ 5,043,010	2,047,704	40.6%
Approved Change Orders					
FPL BCE			\$ 91,543	91,543	100.0%
FPL Design Cost			\$ 12,757		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)			\$ 324,309	61,322	18.9%
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 5,493,889	2,230,966	40.6%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction			\$ 34,800	34,800	100.0%
Construction			\$ 8,803,506		
Approved Change Orders					
FPL Design Cost			\$ 13,160	1,350	10.3%
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)			\$ 1,148,441		
Construction Engineering (KH)			\$ 333,659	4,909	1.5%
Total Phase 4 South Construction	\$ 4,710,000	\$ 7,640,000	\$ 10,333,566	49,187	0.5%
Easement Acquisition/Abandonment	\$ 240,000	\$ 411,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	280,254	100.0%
Easement Assistance (KH) -- Switches			\$ 67,747	67,231	99.2%
Easement Assistance (KH)			\$ 59,369	34,261	57.7%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	38,092	99.6%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				5,810	
Easement Abandonment					
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 450,583	425,647	94.5%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$17,171,917	3,599,152	21.0%

Underground Utility Project Budget
Phase 5 Project Costs
October 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 454,210	100.0%
Task 1.2 Phase 5 South Design	\$ 600,000		\$ 606,951	\$ 606,951	100.0%
Task 1.3 Permitting Assistance North/South			\$ 17,100	\$ 17,100	100.0%
Task 1.4 Bid Phase Assistance North/South			\$ 37,899	\$ 37,899	100.0%
Task 1.6 Meetings North/South			\$ 77,911	\$ 77,905	100.0%
Total Phase 5 Design	\$ 1,120,000	\$ 1,195,000	\$ 1,194,071	\$ 1,194,065	100.0%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000			
Preconstruction			\$ 59,100	59,100	100.0%
Construction			\$ 6,416,942		
Construction Manager			\$ 940,702		
Utility Costs (FPL, Comcast, AT&T)			\$ 67,157		
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 16,223	17,573	108.3%
Construction Engineering (KH)			\$ 334,157	12,317	3.7%
Total Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000	\$ 7,839,281	\$ 93,990	1.2%
Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000			
Preconstruction			\$ 59,100	59,100	100.0%
Construction			\$ 6,629,361		
Infrastructure from Phase 4 south bid			\$ 163,350		
Construction Manager			\$ 979,098		
Utility Costs (FPL, Comcast, AT&T)			\$ 365,720		
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 19,283	20,633	107.0%
Construction Engineering (KH)			\$ 334,159	4,194	1.3%
Total Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000	\$ 8,555,071	\$ 88,927	1.0%
Easement Acquisition/Abandonment	\$ 330,000	\$ 365,000			
<i>Kimley Horn Easement Assistance</i>					
<i>Easement Assistance</i>			\$ 218,600	\$ 218,536	100.0%
Easement Assistance			\$ 81,086	\$ 74,145	91.4%
<i>Surveys</i>					
Legal Sketch			\$ 41,080	\$ 32,130	78.2%
Jones Foster - Legal					
Recording Costs				\$ 4,610	
Easement Abandonment				\$ 1,804	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 340,766	\$ 329,421	96.7%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$14,090,000	\$11,694,645	\$ 17,929,188	\$1,706,403	9.5%

Underground Utility Project Budget
Phase 6 Project Costs
October 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 242,260	51.0%
Task 1.2 Phase 6 South Design	\$ 940,000		\$ 826,551	\$ 322,355	39.0%
Task 1.3 Permitting Assistance North/South			\$ 17,694		0.0%
Task 1.4 Bid Phase Assistance North/South			\$ 35,938		0.0%
Task 1.6 Meetings North			\$ 84,791	\$ 70,548	83.2%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ 635,162	44.1%
Utility and Construction Costs					
Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,868	15,868	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 15,868	\$ 15,868	100.0%
Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 29,924	29,924	100.0%
ATT Design Cost			\$ 10,000	10,000	100.0%
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 39,924	\$ 39,924	100.0%
Easement Acquisition/Abandonment	\$ 400,000	\$ 447,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 218,312	62.1%
<i>Surveys</i>					
Legal Sketch			\$ 58,415	\$ 7,853	13.4%
Jones Foster - Legal					
Recording Costs				\$ 1,010	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 447,000	\$ 410,009	\$ 227,175	55.4%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 1,905,794	\$ 918,130	48.2%

Underground Utility Project Budget
Phase 7 Project Costs
October 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488	\$ 177,296	36.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830	\$ 145,091	23.0%
Task 1.3 Bid Phase Assistance North and South			\$ 35,938		0.0%
Task 1.4 Meetings North and South			\$ 77,616	\$ 693	0.9%
Total Phase 7 Design	\$ 930,000	\$ 1,237,000	\$ 1,236,872	\$ 323,079	26.1%
Utility and Construction Costs					
Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,806	15,806	
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000	\$ 15,806	\$ 15,806	0.0%
Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 19,953	19,953	
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000	\$ 19,953	\$ 19,953	0.0%
Easement Acquisition/Abandonment	\$ 280,000	\$ 348,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 346,459	\$ 10,810	3.1%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 362	
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 346,459	\$ 11,173	3.2%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 1,619,090	\$ 370,011	22.9%

Underground Utility Project Budget
Phase 8 Project Costs
October 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 8 Design					
Kimley Horn					
Task 1.1 Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,029,017	\$ 164,643	16.0%
Task 1.2 Permitting Assistance			\$ 17,694		0.0%
Task 1.3 Bid Phase Assistance			\$ 14,430		0.0%
Task 1.4 Meetings			\$ 89,778	\$ 346	0.4%
Total Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,150,919	\$ 164,989	14.3%
Utility and Construction Costs					
Phase 8 Construction	\$ 10,990,000	\$ 13,107,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 8 North Construction	\$ 10,990,000	\$ 13,107,000	\$ -	\$ -	0.0%
Easement Acquisition/Abandonment	\$ 300,000	\$ 242,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 227,724	\$ 119,496	52.5%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 53	
Total Easement Acquisition Costs	\$ 300,000	\$ 242,000	\$ 227,724	\$ 119,549	52.5%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 284,538	20.6%

Underground Utility Project Budget
Other Project Costs
October 31, 2021

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Tash 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan		\$ 12,015	
General Easement Assistance	\$ 24,976	\$ 24,976	
Community Outreach	\$ 282,519	\$ 222,300	78.7%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Total Other Project Costs	\$ 1,005,390	\$ 957,174	95.2%

Debt Service and Related Debt Issuance Costs

	Budget	Actual	% Expended
Commercial Paper Issuance Cost		\$ 195,366	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs 2018	\$ 488,271	\$ 488,271	
GO Bond Closing Costs 2021	\$ 202,169	\$ 202,380	100.1%
GO Bond Debt Service	\$ 13,345,005	\$ 9,317,559	69.8%
Total Debt Service and Related Debt Issuance Costs	\$ 14,035,445	\$ 10,498,923	74.8%

Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 346,124	98.6%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 513,847	97.8%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 607,002	
PBT Real Estate v TPB		\$ 188,464	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Temp Services - Easement acquisition	\$ 120,000	\$ 115,639	96.4%
Project Manager -Pay and benefits	\$ 784,936	\$ 528,593	67.3%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 1,569,105	\$ 2,283,573	145.5%

Town of Palm Beach - Underground Utility Project Dashboard - October 2021



TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Authorization to Dedicate an Easement on the North Side of Kawama Lane at Mid-block to Florida Power & Light (FPL) as Part of the Town-Wide Overhead Utility Undergrounding Project - Phase 5 North.
Resolution No. 138-2021

DATE: October 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 138-2021 dedicating an easement on the north side of Kawama Lane at mid-block to Florida Power & Light (FPL) as part of the Town-wide Overhead Utility Undergrounding Project - Phase 5 North.

GENERAL INFORMATION

The property requested is located on a strip of Town owned land north of Kawama Lane and south of the property lines facing Via Las Brisas. In September, Town Council approved a request for two (2) easements on this same property located on the south of 226 Via Las Brisas and 244 Via Las Brisas. This proposed easement is thirty (30) feet by six (6) feet. The actual equipment is a ground level feeder splice box which is twelve (12) feet long and six (6) feet wide. These easements should have been included at the time staff requested approval for the two (2) easements at each corner of this property. This easement will expedite the development of the design for the feeder loop that would be constructed concurrently with Phase 5 North, and avoid an install of the feeder tie-in that would be abandoned after Phase 6 North is completed, therefore, saving the Town approximately \$120,000. The attached exhibit depicts the proposed easement. If approved by Town Council, a sketch and legal description will be provided to the Town Manager for execution.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this Resolution and approved it for legal form and sufficiency.

Attachment

cc: Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Michael Roach, P.E., Project Engineer
Lee Hudson, Easement Acquisition Manager

RESOLUTION NUMBER 138-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN EASEMENT ON THE NORTH SIDE OF KAWAMA LANE AT MID-BLOCK FROM THE TOWN OF PALM BEACH TO FLORIDA POWER AND LIGHT (FPL) FOR ACCESS AND MAINTENANCE OF FPL EQUIPMENT.

WHEREAS, the Town is constructing and operating a Florida Power & Light (FPL) feeder splice box on Town Owned property adjacent to the south property line of 236 Via Las Brisas; and

WHEREAS, FPL has requested that the Town of Palm Beach grant an easement to FPL to access and maintain the feeder splice box equipment that services Phase 5 North; and

WHEREAS, the installation of the conduit, wires, and equipment are necessary to operate and provide power to Phase 5 North.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. Town Manager is hereby authorized to execute an easement from the Town of Palm Beach to Florida Power and Light for purposes of access and maintenance of the feeder splice box equipment that services phase 5 North.

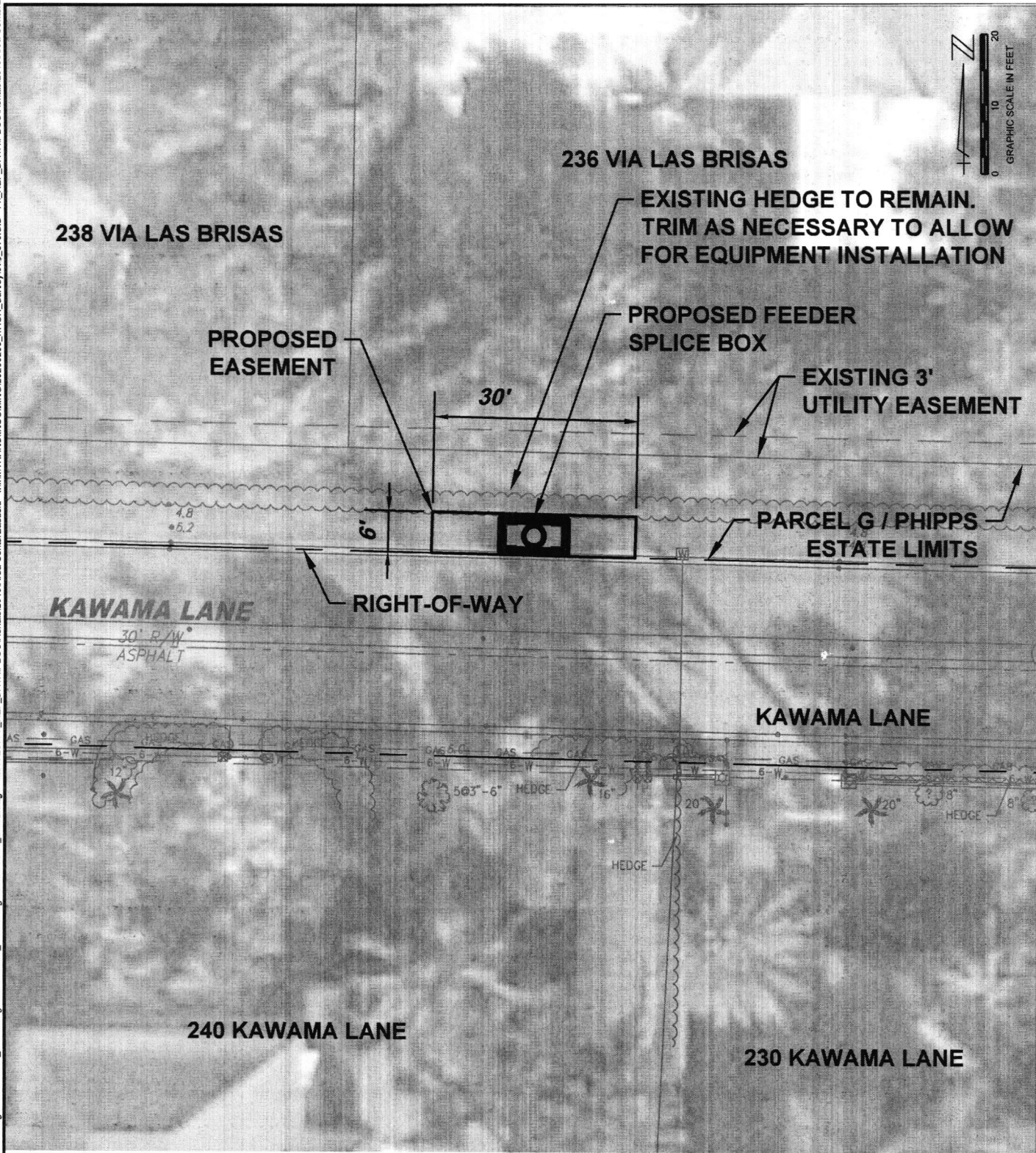
PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of November 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

DWG: F:\khorkh\und6\CAD\DWG\SEASMENTS.dwg PLOT DATE: Sep 16, 2021 - 2:51pm
XREFS: UND6CS01_LUT01.dwg UND6CS01_md01.dwg UND6CS01_BM01.dwg UND6CS01_BM02.dwg
IMAGES: F:\REF_DATA\BPCOA\Area\2019\Area CenterEast.sld .\L\TRANSINCOMING\20200206_KHOR_Survey\970_970.sld F:\REF_DATA\BPCOA\Area\2019\Area CenterEast.sld



SEC. 10, TWP. 43S., RGE. 43E.

SCALE: AS SHOWN	FL. E.B. NO. 48	FL. L.B. NO. 48	TOWN OF PALM BEACH UNDERGROUNDING PHASE 6 NORTH EASEMENT EXHIBIT PALM BEACH COUNTY, FL	DATE: 2021
FIELD: ---	MOCK•ROOS CONSULTING ENGINEERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248			P.A. NO. B5040.60
DRAWN: SMR				DR. NO. ---
APPR: SMR				AWAMA FEEDER SPLICE BOX

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Authorization to Dedicate an Easement on Town Owned Property at 449 North Lake Way to Florida Power & Light (FPL) as Part of the Town-Wide Overhead Utility Undergrounding Project - Phase 6 North
Resolution No. 139-2021

DATE: October 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 139-2021 dedicating an easement to Florida Power & Light (FPL) on Town owned property at 449 North Lake Way to FPL as part of the Town-wide Overhead Utility Undergrounding Project for Phase 6 North.

GENERAL INFORMATION

The property requested is within the Town owned property where the Town D-4 Pump Station is located. This easement will provide a location for two (2) PME switches and one (1) PME-4 switch. The equipment will be located on the west side of the property and secluded from view. The landscaping on the west property line will be replaced by the undergrounding program. At the time of construction staff proposes that we replace the landscaping on the north property as well. This is an opportunity to improve the present landscaping which is adjacent to private property. Staff will present renderings at the Town Council meeting for review and discussion.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this Resolution and approved it for legal form and sufficiency.

Attachment

cc: Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Michael Roach, P.E., Project Engineer
Lee Hudson, Easement Acquisition Manager

RESOLUTION NUMBER 139-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN EASEMENT ON TOWN OWNED PROPERTY AT 449 NORTH LAKE WAY FROM THE TOWN OF PALM BEACH TO FLORIDA POWER AND LIGHT (FPL) FOR ACCESS AND MAINTENANCE OF FPL EQUIPMENT.

WHEREAS, the Town is constructing and operating a Florida Power & Light (FPL) undergrounding/aboveground equipment at 449 North Lake Way, which is Town owned property; and

WHEREAS, FPL has requested that the Town of Palm Beach grant an easement to FPL to access and maintain the equipment located at 449 North Lake Way and serves Phase 6 North; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Town Manager is hereby authorized to execute an easement from the Town of Palm Beach to Florida Power and Light Company for purposes of access and maintenance of Florida Power and Light equipment.

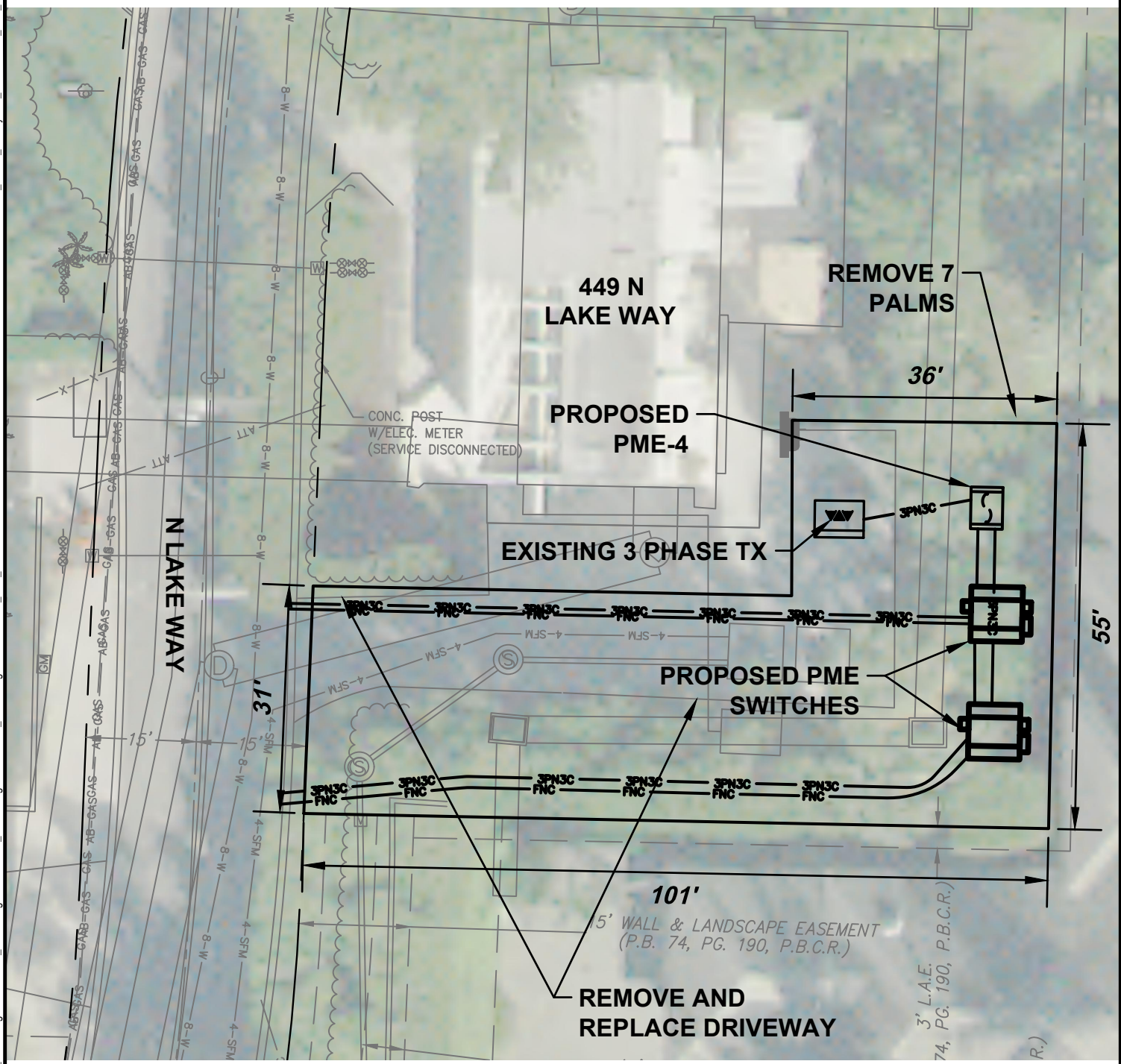
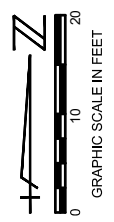
PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of November 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

DWG: F:\work\hond6\CAD\DWG\EASEMENTS.dwg PLOT DATE: Sep 27, 2021 - 2:39pm
XREFS: UNDC6S01_UT01.dwg UNDC6S01_md01.dwg UNDC6S01_BM01.dwg UNDC6S01_BM02.dwg IMAGES: F:\REF_DATA\PCOAerials\2019Area CenterEast.sld .\..\..\TRAN\INCOMING\2020\20206_KHOR_Survey\970_870.SID F:\REF_DATA\PCOAerials\2019Area CenterEast.sld



SEC. 10, TWP. 43S., RGE. 43E.

SCALE: AS SHOWN	FL. E.B. NO. 48	FL. L.B. NO. 48	TOWN OF PALM BEACH UNDERGROUNDING PHASE 6 NORTH EASEMENT EXHIBIT PALM BEACH COUNTY, FL	DATE: 2021
FIELD: ----	MOCK•ROOS CONSULTING ENGINEERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		P.A. NO. B5040.60	
DRAWN: SMR			DR. NO. ----	
APPR: 11-SMR			ADD: 336 449 N LAKE WAY	

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Update on Water Quality

TIME CERTAIN: 3:00 PM

Time Certain

3:00pm

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum Dated October 28, 2021, H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk. W. Blouin, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: City of West Palm Beach Water Expert Panel Update

DATE: October 28, 2021

STAFF RECOMMENDATION

Town staff requests that the Town Council provide any direction deemed necessary.

GENERAL INFORMATION

John Potts from Kimley Horn and Associates will be providing an update on the City of West Palm Beach Expert Panel Meeting #6 that was held on Oct 12, 2021. Staff will continue to provide monthly updates while the expert panel completes its work.

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with this item at this time.

Attachments

cc: Jason Debrincat, P.E., Senior Project Engineer

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

RESOLUTION NO. 143-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order to Kimley Horn and Associates for Post Study Support Services for the Water Supply Feasibility Study in an Amount of \$100,000.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum Dated October 27, 2021, H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 143-2021**
- ▣ **Kimley-Horn Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Approve a Change Order for Post Study Support Services for the Water Supply Feasibility Study
Resolution No. 143-2021

DATE: October 27, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 143-2021 approving a Purchase Order to Kimley Horn and Associates (KHA) in the amount of \$100,000. Town staff also recommends that Town Council authorize the Town Manager authority to further pursue water supply alternatives and initiate preliminary discussions with municipalities on water supply alternatives.

GENERAL INFORMATION

Town Council approved the award of the Water Supply Feasibility Study to KHA at the April 15, 2020 meeting. Subsequently, a Purchase Order and Notice to Proceed was issued to KHA on April 23, 2020. Staff has requested KHA to continue to explore options for providing the Town potable water upon expiration of the current Retail Water Service and Franchise Agreement with the City of West Palm Beach. To date, multiple options have been explored at two different levels of detail. As these results were reviewed and discussed with Town staff, additional iterations of the options investigated have been identified. The services that may be provided under this Change Order will assist the Town Manager in furthering the investigation of alternatives and initial discussions with municipalities. The exact nature of the support services necessary are unknown and will become more defined as the investigations continue. These services may include:

- Further refinement of alternatives
- Hydraulic modeling to determine infrastructure needs to support additional modifications to alternatives previously considered
- Development of additional alternatives
- Development of additional cost opinions
- Technical support in further communications with municipalities
- Presentations to Town and stakeholders
- Qualitative rate research and analysis

When the alternatives have been refined, the study will be presented to Town Council.

FUNDING/FISCAL IMPACT

Funding for the Change Order for Post Study Support Services for the Water Supply Feasibility Study will be funded from the Town's Capital Fund contingency.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane LeClainche, Director of Finance
Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Dean Mealy, Purchasing Manager

RESOLUTION NO. 143-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CHANGE ORDER TO KIMLEY HORN AND ASSOCIATES FOR POST STUDY SUPPORT SERVICES FOR THE WATER SUPPLY FEASIBILITY STUDY IN AN AMOUNT OF \$100,000

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a change order for Kimley Horn and Associates., in an amount of \$100,000 for post study support services for the Water Supply Feasibility Study in an amount of \$100,000.

Section 2. The Town Manager is hereby authorized to execute this change order on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of November 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



October 26, 2021

Mr. Dean Mealy
Town of Palm Beach
951 Old Okeechobee Road
Suite A
West Palm Beach, FL 33401

RE: *Water Supply Feasibility Study – Post Study Support Services Proposal*

Dear Dean,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “CONSULTANT”) is pleased to submit this proposal to The Town of Palm Beach (“TOWN” or “CLIENT”) for providing professional engineering services for post study support related to the Water Supply Feasibility Study for the Town of Palm Beach. Our project understanding, scope of services, and fee follows.

Project Understanding

The Town of Palm Beach recently explored options for providing residents and business owners of the Town potable water upon expiration of the current Retail Water Service and Franchise Agreement with the City of West Palm Beach. Multiple options were explored and ultimately results and data were provided to the Town to assist in the decision-making process. The Town has requested that Kimley-Horn provide post-study support services to continue assisting the Town through the decision making process as they consider the results of the Study.

Scope of Services

Kimley-Horn will provide post study professional engineering services on an as-needed basis to the Town. The exact nature of the support services that may be requested by the Town are unknown at this time, but we expect that they could include the following:

- Further refinement of Alternatives described in the report
- Hydraulic modeling to determine infrastructure needs to support additional Alternatives not previously studied
- Development of additional Alternatives not previously studied
- Development of additional cost opinions for alternatives not previously studied
- Attendance at meetings to answer questions and provide engineering data/findings
- Provide presentations to the Town and other stakeholders regarding any of our findings
- Performance of tasks to provide engineering data that may support the Town’s decision-making process

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the Town prior to the performance of those requested additional services. Additional services we can provide include, but are not limited to, the following:

- Calibration of the hydraulic water model
- Water Loss Study of existing system
- Corrosion Study to examine effects of differing water quality from alternative water suppliers
- Review of disinfection by-products for any alternative
- Rate sufficiency analysis of any alternative
- Real Estate Acquisition Cost Development

Information Provided by the Town

We shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services.

Schedule

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform post study services as requested by the Town on an hourly basis in accordance with our Contract with the Town. It is understood that the Town desires to establish a budget of \$100,000 for these services. We will not exceed this amount without prior written approval by the Town. We will notify the Town if we believe that any requested task would exceed this established budget.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" or "CLIENT" shall refer to The Town of Palm Beach.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'K. Schanen', is positioned above the typed name.

By: Kevin Schanen, P.E.
Sr. Vice President

K:\WPB_Civil\044063264 - Water Feasibility Study\MIS\Post Report Support\Water Supply Support Services.docx

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: Water Supply Feasibility Study - Support Services		SHEET 1 of 1											
CLIENT: Town of Palm Beach		FILE NO.											
ESTIMATOR: JRL/KMS		DATE: 10/26/21											
		ALLOCA 0.0000											
DESCRIPTION: See Scope of Services		DIRECT LABOR (MAN-HOURS)											
		Principal	Chief Engineer	Project Manager	Senior Reg. Prof	Eng. Prof.	Eng. Int.	Analyst	Admin/Clerical	Senior Designer	SUB	EXP	LINE TOTAL

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 141-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Formation of an Ad Hoc Advisory Strategic Planning Board, to Develop an Updated Strategic Plan for the Town of Palm Beach.

Presenter

Danielle H. Moore, Mayor

ATTACHMENTS:

- ▣ **Memorandum Dated October 28, 2021, From Danielle H. Moore, Mayor**
- ▣ **Resolution No. 141-2021 Strategic Plan**

TOWN OF PALM BEACH

Information for Town Council Meeting on: October 12, 2021

To: Town Council

From: Danielle H. Moore, Mayor

Re: Town of Palm Beach Strategic Plan
Resolution No. 141-2021

Date: October 28, 2021

RECOMMENDATION

Approval of Resolution No. 141-2021 by the Town Council is recommended to establish a Strategic Planning Board.

GENERAL INFORMATION

In furtherance of the Council's October 12th discussion regarding a path forward for the completion of an updated Strategic Plan, I met with staff to discuss the process and timeline. The attached resolution is the first step in what is expected to be a 1 ½ year effort. Approval of Resolution No. 141-2021 will establish an ad hoc advisory strategic planning board, which will automatically dissolve at the end of the process.

At the December 14, 2021, Town Council meeting, I will present my final list of proposed members of the Strategic Planning Board for your approval. At this meeting, I will also present the tentative timeline and process for the plan's completion, along with milestone dates, for your review and feedback.

TOWN ATTORNEY REVIEW

The resolution is in a form that has previously been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Kirk Blouin, Town Manager
Jay Boodheshwar, Deputy Town Manager
Carolyn Stone, Assistant Town Manager
Department Directors

RESOLUTION NO. 141-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PALM BEACH, PALM BEACH COUNTY,
FLORIDA, AUTHORIZING THE FORMATION OF
AN AD HOC ADVISORY STRATEGIC PLANNING
BOARD, TO DEVELOP AN UPDATED STRATEGIC
PLAN FOR THE TOWN OF PALM BEACH.**

WHEREAS, a strategic planning process can provide direction for the delivery of Town services, a means for defining and achieving the specific goals and objectives of the Town, and a method for evaluating the accomplishment of those goals and objectives, and;

WHEREAS, an adopted strategic plan can provide basic policy direction to all functions and operations of the Town government regarding the orderly social, economic, and physical development of the Town and;

WHEREAS, the Town Council of the Town of Palm Beach adopted a Strategic Plan in 2003 and wishes to develop an updated Strategic Plan to continue its proactive approach in preparing for the future of the Town of Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, as follows:

Section 1. The Town Council hereby authorizes the formation of an ad hoc advisory Strategic Planning Board. The Strategic Planning Board shall submit a proposed strategic plan to the Town Council for its consideration no later than the regular meeting of the Town Council to be held April 11, 2023. The strategic plan shall cover a period of five years forward from the fiscal year in which it is submitted, shall be in a form that will permit it to be periodically updated, and shall contain or take account of the following: (1) a comprehensive mission statement, (2) broad strategic long-term goals which express the preferred future state of the Town, (3) an assessment of the Town's internal and external environment, including key demographic, economic, social, and cultural factors, that could significantly affect the Town's vision of itself and its values, (4) an evaluation of the Town's long-term assets and current resources, and the resources needed to achieve its strategic goals, (5) an appraisal of intergovernmental issues, technological and other opportunities that may be available, and long range problems and issues that need to be addressed, and (6) one or more action plans, which incorporate the foregoing and discuss the Town's strengths that should be maximized, its weakness that should be minimized or eliminated, opportunities that should be explored, threats facing the Town that should be addressed, and activities and programs that should be eliminated, created, or restructured to achieve the Town's strategic goals.

Section 2. The Strategic Planning Board shall have advisory functions only and shall consist of up to nine (9) residents of the community. Mayor Danielle H. Moore is hereby appointed as member of the Strategic Planning Board and shall serve as Chair. At the direction of the Town Manager, the Deputy Town Manager, Assistant Town Manager, Department Heads, and other key members of the Town staff shall facilitate the board and participate in the planning process. At the regular meeting of the Town Council, to be held on December 14, 2021, Mayor Danielle H. Moore shall nominate up to nine (9) residents of the Town with proven track record in strategic planning or equivalent experience in either the public or private sector to serve on the Strategic Planning Board.

Section 3. The term of office of the members of the Strategic Planning Board shall cease on the date such board submits a proposed strategic plan to the Town Council for its consideration, whereupon such board shall automatically be dissolved without further action of the Town Council.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of November, 2021.

Danielle H. Moore, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Ordinances - Second Reading

Agenda Title

Proposed Ordinance to Amend Chapter 66 of the Town Code, Regarding Artificial Turf

ORDINANCE NO. 23-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 66 Natural Resource Protection, Article I, in General, Section 66-2, Definitions, and Article IV, Vegetation, Division 5, Regulations, by Adding Sections 66-313, Artificial Turf Locations and 66-314, Artificial Turf Standards; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Presenter

Wayne Bergman, Director of Planning, Zoning & Building

ATTACHMENTS:

- ▣ **Memorandum Dated October 14, 2021 from Wayne Bergman, Director of Planning, Zoning and Building**
- ▣ **Ordinance No. 23-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 10, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Director of Planning, Zoning & Building

Re: Changes to Chapter 66 of the Town Code Regarding Artificial Turf – Ord. No. 23-2021

Date: October 14, 2021

GENERAL INFORMATION

At the July 1, 2021 ORS meeting, committee members and staff engaged in a robust discussion regarding the potential regulation of artificial turf within the Town. After much discussion at the July 1 meeting, the committee directed staff to prepare language for inclusion in Chapter 66 of the Town Code of Ordinances. Staff drafted language to address the definition of artificial turf, allowed locations, the formal review and approval process, and some simple installation standards.

This language was reviewed by the ORS Committee at their meeting on September 2, 2021. The ORS Committee requested that two more sections (penalty / fines and existing turf) be added to the draft language, along with an addition to the proposed standards to deal with lead content of the turf. Also, the ORS Committee requested that staff prepare a policy of recommended best practices for the selection of artificial turf that could be provided to the members of Arcom and Landmarks.

This was reviewed by the Town Council at their September 14, 2021 regular meeting. The Council suggested a minor change in the proposed definition of artificial turf and they requested the removal of all proposed language dealing with existing turf.

Staff re-drafted the ordinance to include these changes. The draft ordinance was reviewed by Skip Randolph for form and legal sufficiency. Ordinance No. 23-2021 was approved on First Reading at your October 12, 2021 meeting. It is ready for adoption on Second Reading at your November 10, 2021 meeting.

cc: Jay Boodheshwar, Deputy Town Manager
James Murphy, Assistant Planning, Zoning and Building Director
John Randolph, Town Attorney

ORDINANCE NO. 23-2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 66 NATURAL RESOURCE PROTECTION, ARTICLE I, IN GENERAL, SECTION 66-2, DEFINITIONS, AND ARTICLE IV, VEGETATION, DIVISION 5, REGULATIONS, BY ADDING SECTIONS 66-313, ARTIFICIAL TURF LOCATIONS AND 66-314, ARTIFICIAL TURF STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 66, Natural Resource Protection, Article I, In General, Section 66-2, Definitions, is hereby amended by adding the definition of Artificial Turf, to read as follows:

“Sec. 66-2. – Artificial Turf - Definitions.

[Add] Artificial Turf – A product manufactured from synthetic materials that simulates the appearance of natural turf, grass, sod or lawn.

Section 2. Chapter 66, Natural Resource Protection, Article IV, Vegetation, Division 5, Regulations, is amended by adding Section 66-313, Artificial Turf – Locations, and Section 66-314, Artificial Turf - Standards, to read as follows:

[New] Sec. 66-313. – Artificial Turf - Locations.

In all zoning districts, artificial turf shall be reviewed and may be approved in accordance with the ARCOM Project Designation Manual, or Project Designation Guide for Landmarked and Historically Significant Building properties, and may be installed in only rear and side yards, or as a driveway accent in the front yard. Artificial turf shall not be installed in any front yard areas, except as a driveway accent, or in any areas visible from the public right-of-way (regardless of whether it is in the rear or side yard). No artificial turf shall be installed in the public right-of-way.

[New] Sec. 66-314. – Artificial Turf - Standards.

All artificial turf shall comply with the following minimum standards:

- A. Artificial turf installation shall be approved by either the Architectural Review Commission or the Landmarks Preservation Commission (depending upon the property designation) and all artificial turf installation requires a building permit.
- B. Artificial turf is calculated as impervious surface and shall not count towards landscape open space.
- C. Artificial turf material shall be lead-free.”

Section 3. Severability. If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict. All other ordinances of the Town of Palm Beach, Florida, or parts thereof, which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification. This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach, Florida.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 12th day of October, 2021, and for second and final reading on this ____ day of _____, 2021.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

Edward A. Cooney, Town Council Member

ATTEST:

Queenester Nieves, CMC, Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Ordinances - Second Reading

Agenda Title

Proposed Ordinance to Amend Chapter 66 of the Town Code, Regarding Native and Invasive Vegetation

TIME CERTAIN: 11:30 AM

ORDINANCE NO. 24-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 66 Natural Resource Protection, at Article I, in General, Section 66-2, Definitions; at Article IV, Vegetation, Division 1, Generally, Section 66-212, Purpose and Intent; at Article IV, Division 3, Plans, Section 66-285; and at Article IV, Vegetation, Division 5, Regulations, Section 66-311; Providing for Severability; Providing for the Repeal of Ordinances in Conflict; Providing for Codification; and Providing an Effective Date.

Presenter

Wayne Bergman, Director of Planning, Zoning & Building

ATTACHMENTS:

- ▣ **Ordinance No. 24-2021**

ORDINANCE NO. 24-2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 66 NATURAL RESOURCE PROTECTION, AT ARTICLE I, IN GENERAL, SECTION 66-2, DEFINITIONS; AT ARTICLE IV, VEGETATION, DIVISION 1, GENERALLY, SECTION 66-212, PURPOSE AND INTENT; AT ARTICLE IV, DIVISION 3, PLANS, SECTION 66-285; AND AT ARTICLE IV, VEGETATION, DIVISION 5, REGULATIONS, SECTION 66-311; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 66, Natural Resource Protection, Article I, In General, Section 66-2, Definitions, is hereby amended by changing the definitions of “Native Plant Species” and “Pestilent Exotic / Invasive Species”, to read as follows:

“Native plant species shall be the plant species indigenous to the Town of Palm Beach, Florida region and found through the Institute for Regional Conservation (“IRC”), Natives for Your Neighborhood.” ~~ecological communities of South Florida, as indicated as native to South Florida by the University of Florida in the Atlas of Vascular Plants, or that can be scientifically documented to be native to South Florida.~~

Pestilent exotic/invasive species means species as identified by the Florida Invasive Plant Species Guide (“FLIP”) ~~Exotic Pest Plant Council's Invasive Plant List.~~”

~~*Pestilent exotic species means any specimen of Melaleuca (Melaleuca quinquenervia), Australian Pine (Causarina spp.), or Brazilian Pepper (Schinus terebinthifolius), regardless of size.”*~~

Section 2. Chapter 66, Natural Resource Protection, Article IV, Vegetation, Division 1, Generally, is amended at Section 66-212, Purpose and Intent, subsection (6), to read as follows:

“Sec. 66-212. - Purpose and intent.

It is the intent of the town to promote the health, safety and welfare of existing and future residents of the town by establishing minimum standards for the protection of natural plant communities, and the installation and continued maintenance of landscaping within the town, in order to:

(6) Eradicate Category I invasive exotic plant species and eradicate or control Category II invasive exotic plant species as listed on the most current Florida ~~Exotic Pest Plant Council's List of Invasive Plant Species~~ Invasive Plant Species Guide (“FLIP”).”

Section 3. Chapter 66, Natural Resource Protection, Article IV, Vegetation, Division 3, Plans, is amended at Section 66-285, General, to read as follows:

"Sec. 66-285. - General.

(1) At least ~~25-35~~ percent of all new required landscaping, in the form of trees, palms, shrubs, vines and ground cover plants, ~~other than grass,~~ shall consist of native vegetation. To determine appropriate native vegetation the ~~Xeriscape Plant Guide by the South Florida Water Management District, or if available County or regional lists as amended may~~ Institute for Regional Conservation ("IRC"), Natives for Your Neighborhood, shall be used."

Section 4. Chapter 66, Natural Resource Protection, Article IV, Vegetation, Division 5, Regulations, Subdivision I, In General, is amended at Section 66-311, Prohibited Plants, Subsections (a) and (c) is removed, regarding Prohibited Species and Future Removal Requirements, to read as follows:

"Sec. 66-311. - Prohibited plants.

(a) Prohibited species. ~~The following plants have been shown to be~~ Plants identified as pestilent exotic species ~~and~~ shall not be installed as landscape material, and shall be removed from property as part of development and redevelopment activity, ~~and~~ prior to the issuance of a permit for said development and redevelopment activity. ~~or pursuant to the schedule and terms specified in subsection (c) of this section:~~

~~(c) Future removal requirements. In addition to the removal requirements set forth in subsection (a) above, a property owner shall remove or cause to be removed or eradicated the prohibited invasive non-native vegetation listed in subsection (a) above by January 1 of the year specified in the following table:~~

COMMON NAME	SCIENTIFIC NAME	YEAR
Old-World Climbing Fern	Lygodium microphyllum	2004
Air Potato Vine	Dioscorea bulbifera	
Melaleuca, — Punk Tree	Melaleuca quinquenervia	2006
Brazilian Pepper	Schinus terebinthifolius	2008
Carrotwood	Cupaniopsis anacardioides	
Earleaf Acacia	Acacia auriculiformis	2010
Schefflera	Schefflera actinophylla	2006
Australian Pine*	Casuarina spp.	2012*

<i>COMMON NAME</i>	<i>SCIENTIFIC NAME</i>	<i>YEAR</i>
<i>Kudzu</i>	<i>Pueraria montana var. lobata</i>	<i>2008</i>

~~* The 2012 date relating to the removal of the Australian Pine, Casuarina spp. shall only be applicable to Australian Pines which are within 500 feet of a county designated natural area described in subsection (d) below, i.e., the Palm Beach Island Sanctuaries. Upon removal of the prohibited and invasive non-native vegetation specified under this section, the property owner shall maintain the property free of such prohibited invasive non-native vegetation."~~

Section 5. Severability. If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 6. Repeal of Ordinances in Conflict. All other ordinances of the Town of Palm Beach, Florida, or parts thereof, which conflict with this or any part of this Ordinance are hereby repealed.

Section 7. Codification. This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach, Florida.

Section 8. Effective Date. This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 12th day of October, 2021, and for second and final reading on this ____ day of _____, 2021.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

Edward Cooney, Town Council Member

ATTEST:

Queenester Nieves, CMC, Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Ordinances - Second Reading

Agenda Title

Proposed Ordinance to Amend the FY21 Budget

ORDINANCE NO. 27-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for an Amendment to the Town's Budgets Adopted for the Fiscal Year Commencing October 1, 2020, and Providing an Effective Date.

Presenter

Jane Le Clainche, Director of Finance

ATTACHMENTS:

- ▣ **Ordinance 27-2021**
- ▣ **Exhibit A**
- ▣ **Exhibit B**
- ▣ **Exhibit C**

ORDINANCE NO. 27-2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE TOWN'S BUDGETS ADOPTED FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it was necessary for the Town of Palm Beach to adopt budgets for the fiscal year commencing October 1, 2020; and

WHEREAS, the Town Council of the Town of Palm Beach, Florida, deems it necessary and appropriate to amend said budgets to provide appropriations adequate for the authorization of expenditures necessary for conducting Town operations for the fiscal year ending September 30, 2021; and

WHEREAS, the budget amendment is necessary for the General Fund, Health Fund and Par 3 Golf Course Fund; and

WHEREAS, said budget amendments are required to be approved by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The General Fund, Health Fund, and Par 3 Golf Course Fund budgets for the fiscal year commencing October 1, 2020, are hereby amended and adopted pursuant to Exhibits "A", "B", and "C" attached hereto and made a part of this ordinance.

Section 3. Effective Date. This ordinance shall take effect immediately upon passage and approval as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of the Palm Beach on first reading this 12th day of October, 2021, and for second and final reading on this 9th day of November, 2021.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Edward A. Cooney, Town Council Member

Queenester Nieves, CMC, Town Clerk

Lewis S.W. Crampton, Town Council Member

Town of Palm Beach, Florida
General Fund
Budget Amendment

			Ordinance No. 11-2021 Amendment	Ordinance No. 27-2021 Amendment	FY2021 Amended Budget
	Budget FY2020	Budget FY2021			
Revenues					
Ad Valorem Taxes	\$55,979,439	\$57,134,058			\$57,134,058
Non Ad Valorem Taxes	6,459,000	6,351,000			\$6,351,000
Licenses & Permits	10,843,800	4,245,100			\$4,245,100
Intergovernmental	1,099,600	956,000			\$956,000
Charges for Services	6,289,199	5,384,700		\$485,000	\$5,869,700
Fines and Forfeitures	942,000	916,000			\$916,000
Investment Earnings	1,230,000	904,715			\$904,715
Miscellaneous Revenues	490,728	494,500			\$494,500
Interfund Transfers	25,000	25,000			\$25,000
Transfer From Fund Balance	1,083,000	1,304,500	1,123,108		\$2,427,608
Transfer from Building Fund	0	3,200,000			\$3,200,000
Total Revenues	\$84,441,766	\$80,915,573	\$1,123,108	\$485,000	\$82,523,681
Expenditures					
Department					
Legislative	\$154,400	\$154,400			\$154,400
General Government	614,643	863,542			\$863,542
Town Manager	774,011	802,615			\$802,615
Town Clerk	307,400	316,092		\$35,000	\$351,092
Advice and Litigation	528,200	390,000			\$390,000
Human Resources	752,902	766,810			\$766,810
Information Systems	2,775,010	2,935,478			\$2,935,478
Finance	1,818,911	1,774,049			\$1,774,049
Recreation and Tennis	1,682,074	1,865,276			\$1,865,276
Planning/Building/Zoning	4,215,179	1,401,621			\$1,401,621
Library	352,650	352,650			\$352,650
Fire-Rescue	14,456,969	14,590,586			\$14,590,586
Police	16,809,302	16,870,733		\$450,000	\$17,320,733
Public Works	15,777,708	16,076,276			\$16,076,276
Contingency	610,000	600,000			\$600,000
Transfer to Other Funds					\$0
Transfer to CIP	2,420,000	2,662,000	\$1,123,108		\$3,785,108
Transfer to Coastal	6,520,211	4,777,000			\$4,777,000
Transfer to UU Fund	144,450	165,000			\$165,000
Transfer to Debt Service	5,983,913	5,691,148			\$5,691,148
Transfer to Risk Fund	1,900,819	2,010,439			\$2,010,439
Transfer to OPEB Trust Fund	423,014	429,858			\$429,858
Extraordinary Transfer to Retirement Fund	5,420,000	5,420,000			\$5,420,000
Total General Fund Expenditures	\$84,441,766	\$80,915,573	\$1,123,108	\$485,000	\$82,523,681
Revenues Over/(Under) Expenditures	\$0	\$0	\$0	\$0	\$0

Health Insurance Fund (502)
Revenue and Expense Summary

	FY2019 Actual	FY2020 Actual	FY2021 Budget	Ordinance No. 27-2021 FY2021 Amendment	FY2021 Amended Budget
<u>Revenues</u>					
Employer Contributions	3,681,886	3,679,772	3,689,570		3,689,570
Employee Contributions	854,612	827,276	825,000		825,000
Interest Income	271,569	231,822	200,000		200,000
Miscellaneous Revenue	221,291	306,122	-	150,000	150,000
TOTALS	5,029,358	5,044,992	4,714,570	150,000	4,864,570
<u>Expenses</u>					
Salaries and Wages	58,693	60,275	87,326		87,326
Employee Benefits	3,537,090	3,802,631	4,665,812	800,000	5,465,812
Contractual	84,483	78,292	114,280	-	114,280
Commodities	1,177	473	1,035		1,035
Other (Contingency)	-	-	500,000		500,000
TOTALS	3,681,443	3,941,671	5,368,453	800,000	6,168,453
Total Revenues Over/(Under)					
Expenses	1,347,915	1,103,321	(653,883)	(650,000)	(1,303,883)
Beginning Fund Equity	5,441,579	6,789,494	7,892,815	7,892,815	7,892,815
ENDING NET ASSETS	6,789,494	7,892,815	7,238,932	7,242,815	6,588,932

Par 3 Golf Course Fund (402)
Revenue and Expense Summary

	FY2019	FY2020	FY2021	Ordinance No.	FY2021
	Actual	Actual	Budget	27-2021 Amendment	Amended Budget
<u>Revenues</u>					
Golf Teaching Services	44,083	37,000	50,000		50,000
Resident Pass Fees	9,000	8,500	10,000		10,000
Non-resident Pass Fees	-	-	3,000		3,000
12 Play Pass - Regular Rate	1,820	3,150	1,500		1,500
12 Play Pass - Resident Rate	4,466	4,750	6,000		6,000
Greens Fees - Regular Rate	398,370	480,000	480,000	200,000	680,000
Greens Fees - Resident Rate	57,677	160,000	65,000		65,000
Greens Fees - Reg Weekends & Holidays	411,334	420,000	480,000	200,000	680,000
Greens Fees - Resident Weekend & Holidays	98,894	33,000	130,000		130,000
Merchandise Sales	202,154	200,000	225,000	150,000	375,000
Food and Beverage Sales	453,183	455,000	400,000		400,000
Riding Cart Rental - Resident Rate	69,684	65,000	72,000		72,000
Riding Cart Rental - Regular Rate	264,979	250,000	285,000		285,000
Pull Cart Rental	34,065	43,000	30,000		30,000
Club Rentals	78,654	70,000	80,000		80,000
Driving Range	99,476	110,000	105,000		105,000
Driving Range - 10 bucket program	20,243	15,000	25,000		25,000
Programs and Special Events	3,074	3,000	4,000		4,000
Golf Pro Administrative Fee	3,695	-	-		-
Golf Outings	71,240	85,000	85,000		85,000
Gift Certificates Sold	18,952	25,000	30,000		30,000
Gift Certificates Redeemed	(14,452)	(25,000)	(30,000)		(30,000)
Maint. And Improvement Fee	114,515	-	-		-
Sales Tax Commission	360	150	500		500
Golf Now Transaction Fee	5,193	3,500	1,500		1,500
Electricity - Par 3	3,962	5,000	4,000		4,000
Interest Income	4,079	-	-		-
Miscellaneous Revenue	646	-	-		-
TOTALS	2,459,347	2,451,050	2,542,500	550,000	3,092,500
<u>Expenses</u>					
Salaries and Wages	475,054	569,252	552,436		552,436
Employee Benefits	386,336	288,231	293,395		293,395
Contractual	583,278	574,935	680,285	450,000	1,130,285
Commodities	298,925	337,425	338,350	100,000	438,350
Capital Outlay	-	-	-		-
TOTALS	1,743,593	1,769,843	1,864,466	550,000	2,414,466
Operating Revenues Over/(Under) Expenses	715,755	681,207	678,034	-	678,034

TOWN OF PALM BEACH

Town Council Meeting on: November 9, 2021

Section of Agenda

Ordinances - First Reading

Agenda Title

Emergency Ordinance to Amend Section 42-199 of the Town Code, Regarding Construction Hours

TIME CERTAIN: 11:00 AM

EMERGENCY ORDINANCE NO. 26-2021 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 42 of the Town Code of Ordinances at Article V. Noise, Section 42-199, Hours For Construction Work at Subsection (b) Limited, to Provide Additional Limitations on Dates and Hours of Construction; Providing for Quiet Work and Limitations to Indoor Activity; and at Subsection (c) Exceptions to Modify Subsection (4); Providing For Severability; Providing For Repeal of Ordinances in Conflict; Providing For Codification; Providing an Effective Date.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▢ **Memorandum Dated November 1, from Jay Boodheshwar, Deputy Town Manager**
- ▢ **Ordinance No. 26-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: November 9, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Modification of Section 42-199 of the Town Code, Regarding Construction Hours
Ordinance No. 26-2021

Date: November 1, 2021

STAFF RECOMMENDATION

Staff recommends the Town Council review Ordinance No. 26-2021, provide feedback on the final desired language, and approve the finalized ordinance on first reading, to modify Section 42-199 of the Town Code pertaining to hours for construction work.

GENERAL INFORMATION

At the October 12, 2021, Town Council meeting, staff presented an ordinance reflective of council previous desires for modifications to Section 42-199 of the Town Code. Said ordinance would effectuate the following:

1. Require “quiet work” only from 8:00 am – 9:00 am on a year-round basis and not just during the peak season.
2. Eliminate Saturday construction hours during the winter peak season, beginning on the Monday preceding Thanksgiving through the end of April.
3. Permit Saturday “indoor work” only from May 1 through the Monday preceding Thanksgiving.
4. Prohibit arrival to construction sites before 7:30 am and restrict any kind of site activity until 8:00 am on a year-round basis.

After robust discussion, Ordinance No. 26-2021 was deferred to the November 9, 2021, Council meeting and staff was directed to revise the ordinance to exempt all properties south of Sloan’s Curve from the new regulations outlined above. The attached revised draft Ordinance No. 26-2021 includes the requested exemption. See text in red font, which is inclusive of the new regulations and the Sloan’s Curve south exemption.

Subsequent to the October 12 Council meeting, staff has received some community input on this matter, including feedback from multiple council members regarding additional changes we believe are worthy of consideration. Also included in the attached draft ordinance is the additional language you may wish to include in the final version of this ordinance. See text in blue font. Please is seeking direction regarding the final ordinance language to include in Ordinance No. 26-

2021 so that we may finalize it with the Town Attorney for approval by Council before the completion of the November 9 meeting.

TOWN ATTORNEY REVIEW

This draft Ordinance has been reviewed by the Town Attorney. The final ordinance will be reviewed and approved by the Town Attorney for legal form and sufficiency prior to Council's final consideration.

Attachments

cc: Carolyn Stone, Assistant Town Manager
Department Directors
James Murphy, Assistant Director of Planning, Zoning and Building
Ben Alma, Support Services Manager

ORDINANCE NO. 26-2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 42 OF THE TOWN CODE OF ORDINANCES AT ARTICLE V. NOISE, SECTION 42-199, HOURS FOR CONSTRUCTION WORK AT SUBSECTION (b) LIMITED, TO PROVIDE ADDITIONAL LIMITATIONS ON DATES AND HOURS OF CONSTRUCTION; PROVIDING FOR QUIET WORK AND LIMITATIONS TO INDOOR ACTIVITY; AND AT SUBSECTION (c) EXCEPTIONS TO MODIFY SUBSECTION (4); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH AS FOLLOWS:

Section 1. Chapter 42 of the Town Code of Ordinances is hereby amended at Article V, Section 42-199 to read as follows:

Sec. 42-199. Hours for construction work.

(a) *Definitions.* The following words, terms and phrases when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Construction work means work of a physical nature requiring a permit in accordance with the provisions of this Code and/or violates the conditions of section 42-198 and/or violates the conditions of this section, and/or causes excessive noise as defined by section 42-228.

(b) *Limited.* Beginning on the Monday preceding Thanksgiving, and during the months of December, January, February, March and April of each year, construction work not otherwise prohibited by section 42-198 or other work resulting in noise tending to disturb the people in the vicinity thereof shall not begin until the hour of 8:00 a.m., and shall cease at the hour of 5:00 p.m., except Saturday, Sunday and legal holidays, when all construction work is prohibited. In no event shall heavy equipment or other **outdoor** construction-related noise be permitted before 9:00 a.m. **Beginning on May 1 until the Monday preceding Thanksgiving, At all other times such** work may commence at 8:00 a.m. and cease at the hour of 6:00 p.m., except Saturdays, Sundays and legal holidays, including the Friday immediately after Thanksgiving, when all construction work

is restricted or prohibited. In no event shall heavy equipment or other outdoor construction-related noise be permitted before 9:00 a.m., with the exception of properties south of Sloan's Curve. Construction work is permissible on Saturdays from May 1 through the Monday preceding Thanksgiving, but subject to the following restrictions: work shall not begin until the hour of 9:00 a.m. and shall cease at the hour of 5:00 p.m.; all work must be quiet in nature ~~during which all of the noise and machinery prohibitions identified in section 42 –198 are applicable and limited to indoor activity, with the exception of properties south of Sloan's Curve;~~ material deliveries are prohibited in all cases unless the Building Official waives such restriction due to compelling circumstances; concrete pours and concrete sawing is prohibited unless the Building Official waives such restrictions due to compelling circumstances; and the razing of buildings is prohibited, with the exception of non-mechanized debris clean-up. The permitted hours for construction work in the C-WA zoning district shall be from 8:00 a.m. until 8:00 p.m. during the months commencing May 1 and ending October 31, except Sundays and legal holidays, when all construction work is prohibited. Workers are prohibited from arriving at construction sites prior to 7:30 a.m. and are restricted from conducting any kind of site activity prior to 8:00 a.m. during the weekdays. Workers are prohibited from arriving at construction sites prior to 8:30 a.m. and are restricted from conducting any kind of site activity prior to 9:00 a.m. on Saturdays.

(c) *Exceptions.*

- (1) It shall be within the discretion of the town council when in its opinion the operation of any of the prohibited machinery or appliances mentioned in subsection 42-198(a) shall not be overly offensive to the residents or inhabitants of the town in the vicinity of the equipment's operation to grant an exception to this section.
- (2) The operation of equipment relating to essential services of the town and equipment operating during emergency conditions shall be exempted from subsection (a).
- (3) At the discretion of the director of planning, zoning and building, or his representative, emergency work for non-town related essential services may be authorized at any time during the year.
- (4) Interior work not resulting in noise tending to disturb people in the vicinity thereof, shall be allowed during the hours of 9:00 a.m. and 5:00 p.m. on Saturdays during the period commencing on the Monday preceding Thanksgiving and ending on April 30, for the following categories of properties:

(A) All properties south of Sloan's Curve.

(B) All multi-family properties south of Sloan's Curve.

(C) Multi-family properties with buildings greater than three stories.

(D) For properties with construction projects that have received time extensions granted by the Town Council, and that are within the approved time extension period.

- (5) The town council, in its discretion, for the benefit of the health, safety and welfare of the residents of the town may, by resolution, temporarily amend the hours for construction work referenced herein.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict

All other ordinances of the Town of Palm Beach, Florida, or parts thereof, which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification

This Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date

This Ordinance shall take effect immediately upon first reading as an emergency ordinance, as provided by law.

PASSED AND ADOPTED as an emergency ordinance in a regular, adjourned session of the Town Council of the Town of Palm Beach this 9th day of November, 2021.

Danielle H. Moore, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

Lewis S.W. Crampton, Town Council Member

Queenester Nieves, CMC, Town Clerk

Edward A. Cooney, Town Council Member