

Vincent G. Burkhardt  
President



July 14, 2021; Rev. 7/27/21

Town of Palm Beach  
Public Works/Engineering Department  
Attn: Ms. Patricia Strayer, P.E., Town Engineer  
951 Old Okeechobee Road, Ste. "A"  
West Palm Beach, FL 33401

**RE: Phase 5 – North and South – Townwide Overhead Utility Undergrounding  
Construction Manager - Construction Phase Services Proposal**

Dear Ms. Strayer:

Burkhardt Construction, Inc. (BCI), acting as your Construction Manager (CM) is pleased to provide this proposal to the Town of Palm Beach (Owner) for Construction Phase Services for the Phase 5 North and South – Townwide Overhead Utility Undergrounding.

The scope of the construction management in Phase 5 includes overseeing all work, management and supervision of the Town's Construction Contractor(s) to fully complete the construction of an overhead to underground utility conversion project consisting of existing overhead electric, telephone, and cable TV utilities within the Town of Palm Beach. The work will also include management of site restoration, utility adjustments, and coordination of FPL installed LED light poles.

Florida Public Utilities (FPU) will be performing gas main improvements within the limits of these phases during the undergrounding project. The CM will coordinate their efforts with FPU during construction.

LaConte Engineering (LE) will provide Grant Administration and Consulting services as a specialty consultant to BCI. LE, working as the FEMA Grant Administrator for BCI, will assist the CM, Design Team and the TOPB in successfully accomplishing a 100% reimbursement of the FEMA share of all construction for Phase 5. LE will track all FEMA requirements, submit all FEMA reports and paperwork for reimbursement to administer the HMGP grant and allow reimbursement of all eligible construction activities.

The CM will manage the work performed by the competitively selected installation Contractor(s) as well as coordinate the schedules and installation activities of the utility owners (FPL, AT&T, and Comcast). The CM will monitor the progress and schedule of the work being performed. The CM will oversee the work area to ensure the Town's Construction Contractor(s) complete final restoration of private property areas impacted by the demolition of the existing overhead system upon final completion. The CM will also manage the Town's Construction Contractor(s) to ensure local traffic is maintained in accordance with the Transportation Management Plan guidelines developed for this project. Specific Maintenance of Traffic Plans will be required by the Town's Construction Contractor(s) and reviewed by the CM. The CM will conduct regular progress meetings (every two weeks) to coordinate activities and provide general updates of the work progress. The CM will communicate and coordinate with impacted property owners. Monthly community meetings will be hosted by the CM to keep the community informed of the work progress.

**SCOPE OF SERVICES:**

The CM shall function in the role as primary oversight and management of construction 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 by selected contractor(s).
- b) Provide oversight of the construction site and provide for the administration and supervision of the project and all contractor(s) activities.
- c) In collaboration with Construction Contractor(s) establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule.
- d) Develop a system for cost control.
- e) Develop and manage the pay application and change order process of Construction Contractor(s), including coordination with the Design Team and Town personnel.
- f) Provide continuous monitoring and observation of work to determine progress and conformance with design documents documenting same.
- g) Schedule and coordinate all required testing with appropriate disciplines.

- h) 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 of Construction Contractor(s) and schedule adherence.
- i) Participate in meetings on the project with the Town, Construction Contractor(s) and design staff or public individuals or groups as may be directed by the Town's project manager. Prepare project meeting agenda(s) and distribute meeting notes.
- j) 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.
- k) Develop a plan, coordinate and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction.
- l) Provide project close out coordination.
- m) Provide Certificate of Completion and all documents of record to Town staff and/or consultants for archiving.
- n) Provide all other services generally provided by Construction Manager on a project of like magnitude, scope, use, and complexity.
- o) 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.
- p) Coordinate the activities and required field work of the electric, cable, telephone and/or other communications service providers as required to facilitate the project.
- q) Coordinate with third party entities which are not under the control of this project, but may be performing work within the project boundaries, such as Florida Public Utilities and private homeowners.
- r) Work in collaboration with LaConte Engineering – FEMA Grant Administrator

**FEMA GRANT ADMINISTRATOR SCOPE OF SERVICES:**

LaConte Engineering (LE) will provide Grant Administration and Consulting services as a specialty consultant to BCI. As the FEMA Grant Administrator, LE will provide the following services:

1. Attend bi-weekly project progress meetings.
2. LE will review the construction contract, forms and sub-contractor documentation required by the Terms & Conditions to validate compliance with the HMGP grant requirements.
3. LE will obtain, review, and record contractor documentation as required by the construction contract and the HMGP grant throughout the construction phase.
4. LE will also assist in the preparation of additional documentation, and coordinate with FDEM and FEMA as may be needed to comply with the HMGP grant requirements as follows:
  - a. Monitor 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" for compliance.
  - b. Provide guidance relating to HMGP compliance and FDEM coordination during construction as follows:
  - c. We ensure that any procurement involving funds authorized by the HMGP grant agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
  - d. As required by 2 C.F.R. 200.318(i), we will support the TOPB to "maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
  - e. Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward a copy of any solicitation (whether competitive or non-competitive) to FDEM at least fifteen (15) days prior to the publication or communication of the solicitation. The solicitation shall be reviewed by FDEM and comments, if any, will be provided within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB does not need the approval of FDEM to publish a

competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of the FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a competitive solicitation is published after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

- Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
  - Refuse to reimburse the TOPB for any costs associated with that solicitation.
- f. Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB does not need FDEM approval to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a subcontract is executed after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:
- Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
  - Refuse to reimburse the TOPB for any costs associated with that subcontract.
- g. We will review the subcontract to confirm that (i) the subcontractor is bound by the terms of the HMGP grant agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM and TOPB harmless against all claims of whatever nature arising out of the subcontractor's performance of work

- under the HMGP grant agreement, to the extent allowed and required by law.
- h. As required by 2 C.F.R. 200.318(c)(1), We will advise the TOPB to "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
  - i. As required by 2 C.F.R. 200.319(a), We will advise the TOPB to conduct any procurement under the HMGP grant agreement "in a manner providing full and open competition." Accordingly, the TOPB shall not:
    - Place unreasonable requirements on firms for them to qualify to do business;
    - Require unnecessary experience or excessive bonding;
    - Use noncompetitive pricing practices between firms or between affiliated companies;
    - Execute noncompetitive contracts to consultants that are on retainer contracts;
    - Authorize, condone, or ignore organizational conflicts of interest;
    - Specify only a brand name product without allowing vendors to offer an equivalent;
    - Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
    - Engage in any arbitrary action during the procurement process; or,
    - Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
  - j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, as required by 2 C.F.R. 200.319(b), we cannot use a geographic preference when procuring commodities or services under the HMGP grant agreement.
  - k. We will review and advise to assure that any procurement involving invitations to bid (i.e., sealed bids) is in accordance with 2 C.F.R. 200.320(c) as well as section 287.057(1)(a), Florida Statutes.
  - l. We will review and advise to assure that any procurement involving requests for proposals (i.e., competitive proposals) is in accordance with 2 C.F.R. 200.320(d) as well as section 287.057(1)(b), Florida Statutes.
  - m. For each subcontract, we will provide a written statement to FDEM as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the TOPB shall comply with the requirements of 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
5. LE will also specifically coordinate with FDEM and FEMA, as needed, to comply with the HMGP grant requirements and maintain reimbursement eligibility on the following:

- a) Review, revise, and forward the certifications regarding debarment, suspension, ineligibility, and voluntary exclusion to FDEM, and assist in getting them completed by bidders.
  - b) Review and recommend revisions, as needed, and submit bid tabulations to FDEM.
  - c) Review and provide guidance in the TOPB's contractor selection process, including coordination and meetings, as needed.
  - d) Provide recommendations and forward the notice to proceed and purchase order(s) to FDEM.
  - e) Provide consultation as needed and submit signed contracts to FDEM for HMGP grant reimbursement record.
  - f) Review and recommendations on cost and increases from the HMGP grant agreement and coordinate with FDEM and FEMA.
  - g) Provide consultation and coordination with FDEM and FEMA on eligibility for possible additional grant funding/increases.
  - h) Attend meetings, participate in phone calls, and email correspondence with FDEM and FEMA to address the TOPB requirements and responsibilities as specified in the HMGP grant agreement and promote project cost reimbursements.
6. LE will obtain and review the project status in order to prepare the required Quarterly Reports, as well as Milestones and Activities reports to demonstrate/report project progress and compliance with the HMGP grant. LE will also monitor project modifications, including those due to unanticipated construction issues as well as those resulting from the compliance review.
7. LE will request, obtain, review all invoices, and proof of payment documentation and prepare quarterly requests for reimbursement (RFR) concurrent with the submission of quarterly reports.
8. LE will consult with BCI in the preparation and submittal of the Final Construction Management Plan to the TOPB after the construction services phase of the project. LE will review the draft Final Construction Management Plan to ensure it is in accordance with the HMGP guidelines and provide recommendations for issues of concern.



Please see attached Exhibit "A" for breakdown of our general conditions, management fees and related costs associated with performing the services described.

We have attached our current hourly rates for your use should additional services be requested.

Thank you for the opportunity to submit this proposal. If you have any questions on this proposal, please contact us at (561) 659-1400.

Submitted By:  
Construction Manager

**Burkhardt Construction, Inc.**



Marc R. Kleisley Title: Vice President

Accepted by:  
Owner

**Town of Palm Beach**

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Upon your acceptance of this letter agreement Burkhardt Construction, Inc. shall begin work immediately. Please return one original for our files.



## Hourly Rates For Additional Requested Services

| <u>Name</u>          | <u>Position</u>                | <u>Rate</u> |
|----------------------|--------------------------------|-------------|
| Vincent G. Burkhardt | President/Proj. Principal      | \$300.00    |
| Sharon H. Burkhardt  | Secretary/C.P.A.               | \$200.00    |
| Marc R. Kleisley     | Vice President/Proj. Principal | \$175.00    |
| Anthony Sabatino     | Senior Project Manager         | \$150.00    |
| Bill Zammit          | Snr. Vertical Project Manager  | \$150.00    |
| Adam Rossmell        | Project Manager                | \$100.00    |
| CJ Rhody             | Project Manager                | \$100.00    |
| Brandon Rhodes       | Project Manager                | \$100.00    |
| Kevin Brennen        | Asst. Project Manager          | \$ 75.00    |
| Nicholas Fasulo      | Asst. Project Manager          | \$ 75.00    |
| Ruben Almazan        | Const. Field Mgr.              | \$100.00    |
| Karl T. Kaminski     | Utilities Const. Field Mgr.    | \$100.00    |
| Lee VanPraag         | Utilities Const. Field Mgr.    | \$100.00    |
| Michael Parsons      | Utilities Const. Field Mgr.    | \$100.00    |
| Hemant Tank          | Estimator/Cost Engineer        | \$ 75.00    |
| Diane Decker         | Resident/Merchant Outreach     | \$ 75.00    |
| Sarah B. Hoadley     | Accounting Manager/M.B.A.      | \$ 90.00    |
| Katy Pantaleon       | Accounting                     | \$ 75.00    |
| Brittany Darville    | Admin. Ass't/Clerical          | \$ 50.00    |

**Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Phase 5 North and South**

**CONSTRUCTION MANAGEMENT PROPOSAL**

**From:** **Burkhardt Construction, Inc.**  
Attn: Marc Kleisley, Vice President  
1400 Alabama Ave.  
West Palm Beach, FL 33401  
Ph: (561) 659-1400  
Fax: (561) 659-1402

**Owner:** **Town Of Palm Beach**  
Public Works & Engineering Dept  
951 Old Okeechobee Road  
West Palm Beach, FL 33401  
Tel: (561) 838-5440  
Fax: (561) 835-4691

**Engineer:** **Kimley-Horn & Associates, Inc.**  
Attn: Kevin Schanen, P.E.  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL. 33411  
Ph: (561) 845-0665  
Fax: (561) 863-8175

**Project:** **Townwide Overhead Utility Undergrounding - Phase 5 North and South**

**Plans:** Management Based on Plans / Specifications received 5/3/21  
Complete Plan Log Attached

**Location:** Town of Palm Beach

**Proposal Date:** 7/14/2021; Rev. 7/27/21

|   |                        |
|---|------------------------|
| <b>General Conditions</b>                               | <b>\$ 135,901.20</b>   |
| <b>Project Management - Phase 5 North and South</b>     | <b>\$ 1,609,342.50</b> |
| <b>Profit</b>   | <b>\$ 174,556.30</b>   |
| <b>Phase 5 North and South Guaranteed not to Exceed</b> | <b>\$ 1,919,800.00</b> |



**Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Phase 5 North and South**

**GENERAL CONDITIONS**

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1400 Alabama Ave.  
West Palm Beach, FL 33401  
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951 Old Okeechobee Road  
West Palm Beach, FL 33401  
Tel: (561) 838-5440  
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**  
Attn: Kevin Schanen, P.E.  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL 33411  
Ph: (561) 845-0665  
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase 5 - North / South**

Plans: Management Based on Plans / Specifications received 5/3/21  
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/14/2021; Rev. 7/27/21

| Item Description                        |           |     |   |   | Amount        |
|---|-----------|-----|---|---|---------------|
| BASED ON A 24 MONTH DURATION            |           |     |   |   |               |
| <b>MOBILIZATION (move-in, move-out)</b> |           |     |   |   | <b>\$0.00</b> |
| TRANSPORT                               | \$65.00 / | Hr  | x | 0 | \$0.00        |
| EQUIPMENT                               | \$35.00 / | Hr. | x | 0 | \$0.00        |



## EXHIBIT "A"

|   |                |     |   |       |  |                    |
|---|----------------|-----|---|-------|--|--------------------|
| <b>PROJECT FIELD OFFICE</b>               |                |     |   |       |  | <b>\$49,425.00</b> |
| OFFICE                                    | \$3,500.00 /   | mo. | x | 5     |  | \$17,500.00        |
| YARD                                      | \$0.00 /       | mo. | x | 0     |  | \$0.00             |
| EMPLOYEE PARKING FEES                     | \$500.00 /     | mo. | x | 0     |  | \$0.00             |
| WORK PLATFORM FOR YARD                    | \$200.00 /     | mo. | x | 0     |  | \$0.00             |
| TEMPORARY FENCING FOR YARD                | \$500.00 /     | mo. | x | 0     |  | \$0.00             |
| CONSTRUCTION YARD LIGHTING                | \$0.00 /       | mo. | x | 0     |  | \$0.00             |
| OFFICE FURNISHINGS                        | \$500.00 /     | mo. | x | 5     |  | \$2,500.00         |
| COMPUTERS                                 | \$300.00 /     | mo. | x | 5     |  | \$1,500.00         |
| PROCORE SOFTWARE                          | \$15,000.00 /  | ls  | x | 1     |  | \$15,000.00        |
| COPY MACHINE                              | \$350.00 /     | mo. | x | 5     |  | \$1,750.00         |
| FAX MACHINE                               | \$100.00 /     | mo. | x | 0     |  | \$0.00             |
| INTERNET SERVICE                          | \$150.00 /     | mo. | x | 5     |  | \$750.00           |
| CELLULAR TELEPHONE                        | \$500.00 /     | mo. | x | 5     |  | \$2,500.00         |
| TELEPHONE                                 | \$150.00 /     | mo. | x | 5     |  | \$750.00           |
| FEDERAL EXPRESS MAILINGS                  | \$100.00 /     | mo. | x | 0     |  | \$0.00             |
| POSTAGE                                   | \$50.00 /      | mo. | x | 5     |  | \$250.00           |
| PHOTOGRAPHS                               |                |     |   |       |  |                    |
| AERIAL PHOTOS                             | \$110.00 /     | mo. | x | 0     |  | \$0.00             |
| JOB PHOTOS                                | \$50.00 /      | wk  | x | 0     |  | \$0.00             |
| PRE-CONSTRUCTION VIDEO                    | /              | ls  | x | 0     |  | BY OTHERS          |
| PLAN REPRODUCTION COST/PRINTING           | \$200.00 /     | set | x | 5     |  | \$1,000.00         |
| OFFICE SUPPLIES                           | \$50.00 /      | mo. | x | 5     |  | \$250.00           |
| FIRST AID SUPPLIES                        | \$50.00 /      | mo. | x | 5     |  | \$250.00           |
| WATER SERVICE                             | \$35.00 /      | mo. | x | 5     |  | \$175.00           |
| SANITARY SERVICE                          | \$50.00 /      | mo. | x | 5     |  | \$250.00           |
| ELECTRIC SERVICE                          | \$200.00 /     | mo. | x | 5     |  | \$1,000.00         |
| GARBAGE SERVICE                           | \$25.00 /      | mo. | x | 5     |  | \$125.00           |
| CONSTRUCTION WATER                        | \$500.00 /     | mo. | x | 5     |  | \$2,500.00         |
| JOHN DEERE GATOR (1)                      | \$500.00 /     | mo. | x | 0     |  | \$0.00             |
| ICE                                       | \$275.00 /     | mo. | x | 5     |  | \$1,375.00         |
| <b>BONDS</b>                              |                |     |   |       |  | <b>\$0.00</b>      |
| GENERAL BOND                              | \$0.00         |     | x | 1.25% |  | NOT INCLUDED       |
| <b>PARTNERING INITIATIVES</b>             |                |     |   |       |  | <b>\$0.00</b>      |
| NOTICES, LETTERS, INFORMATION MEETINGS    |                |     |   |       |  | NIC                |
| <b>INSURANCE</b>                          |                |     |   |       |  | <b>\$36,476.20</b> |
| GENERAL INSURANCE                         | \$1,919,800.00 |     | x | 1.90% |  | \$36,476.20        |
| Commercial General Liability              |                |     |   |       |  |                    |
| Comprehensive Automobile Liability        |                |     |   |       |  |                    |
| Owner Indemnification                     |                |     |   |       |  |                    |
| Professional (Errors/Omissions) Liability |                |     |   |       |  |                    |
| Excess/Umbrella Liability                 |                |     |   |       |  |                    |
| ADD'L INSURED                             | \$100.00 /     | ea. | x | 0     |  | \$0.00             |
| ADDED INSURANCES                          |                |     |   |       |  | NOT INCLUDED       |
| Railroad protective Liability Ins.        |                |     |   |       |  | NOT INCLUDED       |
| Builders Risk Insurance                   |                |     |   |       |  | NOT INCLUDED       |
| Installation Floater                      |                |     |   |       |  | NOT INCLUDED       |
| Flood Insurance                           |                |     |   |       |  | NOT INCLUDED       |
| SUBCONTRACTORS' INSURANCE                 |                |     |   |       |  | NOT INCLUDED       |
| <b>SANITARY SERVICES</b>                  |                |     |   |       |  | <b>\$0.00</b>      |
| JOB TOILET (2 ea.)                        | \$0.00 /       | mo. | x | 24    |  | BY OTHERS          |

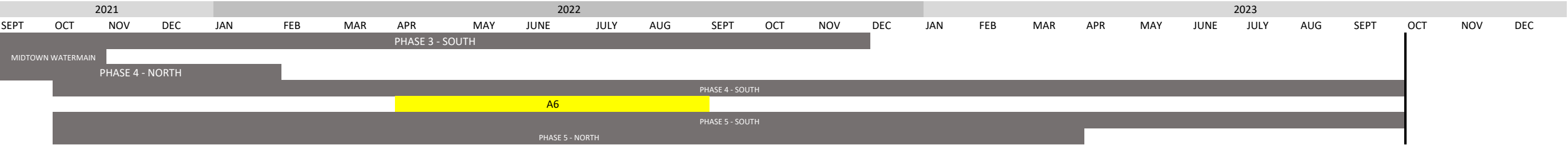


## EXHIBIT "A"

|  |              |                  |
|--|--------------|------------------|
| <i>TESTING COSTS</i>   |              | \$50,000.00      |
| DENSITIES  |              |                  |
| PRESSURE   | NOT INCLUDED |                  |
| PROCTORS   |              |                  |
| BACTERIOLOGICAL  | NOT INCLUDED |                  |
| CONCRETE CYLINDERS   |              |                  |
| ENGINEERING & REPORTING  |              |                  |
| TV'ING OF INSTALLED LINES  | NOT INCLUDED |                  |
| <i>FEES</i>  |              | \$0.00           |
| TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES                    |              | NONE ANTICIPATED |
| PERMIT SUBMISSION AND EXPEDITING                                 |              | BY OTHERS        |
| NPDES REPORTING  |              | BY OTHERS        |
| FDOT GENERAL USE PERMITS   |              | BY OTHERS        |
| DEWATERING PERMITS   |              | BY OTHERS        |
| RAILROAD PERMITS   |              | BY OTHERS        |
| PALM BEACH COUNTY PERMITS  |              | BY OTHERS        |
| CITY OF WEST PALM BEACH PERMITS                                  |              | BY OTHERS        |
| <i>SURVEYING</i>   |              | \$0.00           |
| LAYOUT & ASBUILTS  |              | BY OTHERS        |
| ALLOWANCE FOR RESTAKING<br>& DRAFTING                            |              | BY OTHERS        |
| <i>SMALL HAND TOOLS/EQUIPMENT RENTAL</i>                         |              | \$0.00           |
| ALLOWANCE (GENERAL)  |              | NIC              |
| HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS |              | NIC              |
| GENERAL CONDITIONS TOTAL   |              | \$135,901.20     |



MANAGEMENT / GC OVERLAP



From: **Burkhardt Construction, Inc.**  
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1400 Alabama Ave.  
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Plans: Management Based on Plans / Specifications received 5/3/21  
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 7/14/2021; Rev. 7/27/21

| Item Description  | PHASE 5 SOUTH   |                      |             |                      |           |                              | Rate/Hr.   | Amount     |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
|---|---|----------------------|-------------|----------------------|-----------|------------------------------|------------|------------|--------------|--|----------------------|--|----------------------|--|------------------------------|--|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-------------------|----------|-----------|-----------|-------------|-----------|----|-----------|------------------------|------------|-------------|------------|------------|-----------|----|------------|-----------------|-----------|------------|------------|------------|-----------|----|------------|---------------------------|------------|-------------|-------------|-------------|----------|----|---|---|------------|-------------|-------------|-------------|-----------|----|-----------|---------------------------|------------|-------------|-------------|-------------|----------|----|-----------|--------------------|------------|------------|------------|-------------|----------|----|-----------|--------------------------|------------|-------------|-------------|-------------|----------|----|-----------|--------------------|------------|-------------|-------------|-------------|----------|----|---|--------------------------|--|--|--|--|--|--|----|------------|--|--|--|--|--|--|--|----|------------|
| Based on a 24 month duration - Starting October 1, 2021 |   |                      |             |                      |           |                              |            |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Current thru October 2021                               | 5 weeks   |                      |             |                      |           |                              |            |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| November 2021 thru January 2022                         | 13 weeks  |                      |             |                      |           |                              |            |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| February 2022 thru November 2022                        | 43 weeks  |                      |             |                      |           |                              |            |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| December 2022 thru September 2023                       | 43 weeks  |                      |             |                      |           |                              |            |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
|   | 104 weeks   |                      |             |                      |           |                              |            |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
|   | <table><tr><th colspan="2">thru Oct '21</th><th colspan="2">Nov '21 thru Jan '22</th><th colspan="2">Feb '22 thru Nov '22</th><th colspan="2">Dec '22 thru - September '23</th></tr><tr><th>Hrs./Week</th><th>Weeks</th><th>Hrs./Week</th><th>Weeks</th><th>Hrs./Week</th><th>Weeks</th><th>Hrs./Week</th><th>Weeks</th></tr><tr><td>Project Principal</td><td>2.5    5</td><td>2.5    13</td><td>2.5    43</td><td>5        43</td><td>\$ 175.00</td><td>\$</td><td>64,312.50</td></tr><tr><td>Senior Project Manager</td><td>4        5</td><td>4        13</td><td>13      43</td><td>16      43</td><td>\$ 150.00</td><td>\$</td><td>197,850.00</td></tr><tr><td>Project Manager</td><td>20      5</td><td>20      13</td><td>20      43</td><td>40      43</td><td>\$ 100.00</td><td>\$</td><td>294,000.00</td></tr><tr><td>Assistant Project Manager</td><td>0        5</td><td>0        13</td><td>0        43</td><td>0        43</td><td>\$ 75.00</td><td>\$</td><td>-</td></tr><tr><td>Superintendent/Construction Field Manager</td><td>4        5</td><td>4        13</td><td>8        43</td><td>8        43</td><td>\$ 100.00</td><td>\$</td><td>76,000.00</td></tr><tr><td>Merchant/Resident Liaison</td><td>4        5</td><td>4        13</td><td>8        43</td><td>8        43</td><td>\$ 75.00</td><td>\$</td><td>57,000.00</td></tr><tr><td>Project Accountant</td><td>0        5</td><td>2.5     13</td><td>2.5     43</td><td>0        43</td><td>\$ 90.00</td><td>\$</td><td>12,600.00</td></tr><tr><td>Administrative Assistant</td><td>0        5</td><td>5        13</td><td>5        43</td><td>0        43</td><td>\$ 50.00</td><td>\$</td><td>14,000.00</td></tr><tr><td>Field Office Clerk</td><td>0        5</td><td>0        13</td><td>0        43</td><td>0        43</td><td>\$ 50.00</td><td>\$</td><td>-</td></tr><tr><td>FEMA Grant Administrator</td><td colspan="6"></td><td>\$</td><td>118,315.00</td></tr><tr><td></td><td colspan="6"></td><td>\$</td><td>834,077.50</td></tr></table> |                      |             |                      |           |                              |            |            | thru Oct '21 |  | Nov '21 thru Jan '22 |  | Feb '22 thru Nov '22 |  | Dec '22 thru - September '23 |  | Hrs./Week | Weeks | Hrs./Week | Weeks | Hrs./Week | Weeks | Hrs./Week | Weeks | Project Principal | 2.5    5 | 2.5    13 | 2.5    43 | 5        43 | \$ 175.00 | \$ | 64,312.50 | Senior Project Manager | 4        5 | 4        13 | 13      43 | 16      43 | \$ 150.00 | \$ | 197,850.00 | Project Manager | 20      5 | 20      13 | 20      43 | 40      43 | \$ 100.00 | \$ | 294,000.00 | Assistant Project Manager | 0        5 | 0        13 | 0        43 | 0        43 | \$ 75.00 | \$ | - | Superintendent/Construction Field Manager | 4        5 | 4        13 | 8        43 | 8        43 | \$ 100.00 | \$ | 76,000.00 | Merchant/Resident Liaison | 4        5 | 4        13 | 8        43 | 8        43 | \$ 75.00 | \$ | 57,000.00 | Project Accountant | 0        5 | 2.5     13 | 2.5     43 | 0        43 | \$ 90.00 | \$ | 12,600.00 | Administrative Assistant | 0        5 | 5        13 | 5        43 | 0        43 | \$ 50.00 | \$ | 14,000.00 | Field Office Clerk | 0        5 | 0        13 | 0        43 | 0        43 | \$ 50.00 | \$ | - | FEMA Grant Administrator |  |  |  |  |  |  | \$ | 118,315.00 |  |  |  |  |  |  |  | \$ | 834,077.50 |
| thru Oct '21  |   | Nov '21 thru Jan '22 |             | Feb '22 thru Nov '22 |           | Dec '22 thru - September '23 |            |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Hrs./Week   | Weeks   | Hrs./Week            | Weeks       | Hrs./Week            | Weeks     | Hrs./Week                    | Weeks      |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Project Principal                                       | 2.5    5  | 2.5    13            | 2.5    43   | 5        43          | \$ 175.00 | \$                           | 64,312.50  |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Senior Project Manager                                  | 4        5  | 4        13          | 13      43  | 16      43           | \$ 150.00 | \$                           | 197,850.00 |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Project Manager   | 20      5   | 20      13           | 20      43  | 40      43           | \$ 100.00 | \$                           | 294,000.00 |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Assistant Project Manager                               | 0        5  | 0        13          | 0        43 | 0        43          | \$ 75.00  | \$                           | -          |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Superintendent/Construction Field Manager               | 4        5  | 4        13          | 8        43 | 8        43          | \$ 100.00 | \$                           | 76,000.00  |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Merchant/Resident Liaison                               | 4        5  | 4        13          | 8        43 | 8        43          | \$ 75.00  | \$                           | 57,000.00  |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Project Accountant                                      | 0        5  | 2.5     13           | 2.5     43  | 0        43          | \$ 90.00  | \$                           | 12,600.00  |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Administrative Assistant                                | 0        5  | 5        13          | 5        43 | 0        43          | \$ 50.00  | \$                           | 14,000.00  |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| Field Office Clerk                                      | 0        5  | 0        13          | 0        43 | 0        43          | \$ 50.00  | \$                           | -          |            |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
| FEMA Grant Administrator                                |   |                      |             |                      |           |                              | \$         | 118,315.00 |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |
|   |   |                      |             |                      |           |                              | \$         | 834,077.50 |              |  |                      |  |                      |  |                              |  |           |       |           |       |           |       |           |       |                   |          |           |           |             |           |    |           |                        |            |             |            |            |           |    |            |                 |           |            |            |            |           |    |            |                           |            |             |             |             |          |    |   |   |            |             |             |             |           |    |           |                           |            |             |             |             |          |    |           |                    |            |            |            |             |          |    |           |                          |            |             |             |             |          |    |           |                    |            |             |             |             |          |    |   |                          |  |  |  |  |  |  |    |            |  |  |  |  |  |  |  |    |            |





| Item Description  |                 | PHASE 5 NORTH |       |                      |       |                      |       | Rate/Hr.               | Amount |
|---|-----------------|---------------|-------|----------------------|-------|----------------------|-------|------------------------|--------|
| Based on a 18 month duration - Starting October 1, 2021 |                 |               |       |                      |       |                      |       |                        |        |
| Current thru October 2021                               | 5 weeks         |               |       |                      |       |                      |       |                        |        |
| November 2021 thru January 2022                         | 13 weeks        |               |       |                      |       |                      |       |                        |        |
| February 2022 thru November 2022                        | 43 weeks        |               |       |                      |       |                      |       |                        |        |
| December 2022 thru March 2023                           | <u>17 weeks</u> |               |       |                      |       |                      |       |                        |        |
|   | 78 weeks        |               |       |                      |       |                      |       |                        |        |
|   |                 | thru Oct '21  |       | Nov '21 thru Jan '22 |       | Feb '22 thru Nov '22 |       | Dec '22 thru March '23 |        |
|   |                 | Hrs./Week     | Weeks | Hrs./Week            | Weeks | Hrs./Week            | Weeks | Hrs./Week              | Weeks  |
| Project Principal                                       |                 | 5             | 5     | 5                    | 13    | 5                    | 43    | 5                      | 17     |
| Senior Project Manager                                  |                 | 10            | 5     | 10                   | 13    | 0                    | 43    | 0                      | 17     |
| Project Manager   |                 | 0             | 5     | 0                    | 13    | 0                    | 43    | 0                      | 17     |
| Assistant Project Manager                               |                 | 16            | 5     | 16                   | 13    | 20                   | 43    | 20                     | 17     |
| Superintendent/Construction Field Manager               |                 | 8             | 5     | 8                    | 13    | 32                   | 43    | 40                     | 17     |
| Merchant/Resident Liaison                               |                 | 8             | 5     | 8                    | 13    | 32                   | 43    | 40                     | 17     |
| Project Accountant                                      |                 | 5             | 5     | 5                    | 13    | 5                    | 43    | 5                      | 17     |
| Administrative Assistant                                |                 | 0             | 5     | 0                    | 13    | 10                   | 43    | 10                     | 17     |
| Field Office Clerk                                      |                 | 0             | 5     | 0                    | 13    | 0                    | 43    | 0                      | 17     |
| FEMA Grant Administrator                                |                 |               |       |                      |       |                      |       |                        |        |
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*FL CA License No. 30922*

Burkhardt Construction, Inc.  
Attn: Marc Kleisly  
1400 Alabama Avenue  
West Palm Beach, Florida 33401

*Revised July 26, 2021*

**RE:   Town of Palm Beach – Townwide Overhead Utility Undergrounding Program  
      Proposal for FEMA Grant Administrator – Construction Phase**

**Scope of Work**  
**FEMA Grant Administrator**  
**Town of Palm Beach**  
**Townwide Overhead Utility Undergrounding Program**  
**Phase Five, North and South – Construction Phase**

**BACKGROUND**

Burkhardt Construction, Inc. (BCI), has been selected as the Construction Manager (CM) by the Town of Palm Beach (TOPB) on this project to provide protective measures to the utility infrastructure in the Town of Palm Beach, Palm Beach County, Florida. This Phase Five, North and South project is approved for funding through the Hazard Mitigation Grant Program (HMGP) DR-4337-278-R, as approved by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA).

The HMGP project will bury overhead utility infrastructure, consisting of electrical, telephone, and cable communications in the north area of town that consists of properties between Country Club Road south to Southland Road and in the south area of town that consists of properties between South Lake Drive and Hibiscus Avenue, from Peruvian Avenue to Royal Palm Way, and the properties between the Intracoastal Waterway and the Atlantic Ocean, from Royal Palm Way to Seaspray Avenue, in the Town of Palm Beach, Florida, 33480.

The HMGP project scope of work proposes to remove existing utilities poles and overhead lines and place them underground. The TOPB is predominantly served with electric and communications services through a network of overhead wires mounted to an estimated 2,000 wood or concrete poles. There are approximately 37 pole-miles of overhead infrastructure within the Town limits.

The removal of utility poles and overhead lines provides increased survivability for windstorms and improved safety benefits by reducing the potential of hazardous conditions occurring in the event of natural disasters. Severe wind events can cause poles and/or overhead lines to fall and impact property and possibly cause live electric lines to be exposed. Downed electric lines and vegetation overgrowth onto electric lines pose a potential threat of property fire and injury due to electric shock and can restrict ingress and egress of residents and emergency services.

The project shall provide protection against 170 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code or any other applicable code at the time

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permits are issued. Activities shall be in strict compliance with Federal, State and Local applicable Rules and Regulations.

This project is to underground FPL, ATT and Comcast lines and private services, and will include traffic control, demolition, grading, earthwork, landscaping and irrigation construction and property restoration.

As the CM, BCI shall function as an agent of the TOPB, to administer and complete the project per the scope of work as approved in the HMGP.

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## **FEMA Grant Administrator – Construction Phase Services:**

LaConte Engineering will provide Grant Administration and Consulting services as a specialty consultant to BCI the Construction Manager (CM). LaConte Engineering, working as the FEMA Grant Administrator for BCI, will assist the CM and the TOPB in successfully accomplishing a 100% reimbursement of the FEMA share of all construction for Phase 5. Therefore, LaConte Engineering will track all FEMA requirements, submit all FEMA reports and paperwork for reimbursement, to administer the HMGP grant and allow reimbursement of all eligible construction activities.

As the FEMA Grant Administrator, LaConte Engineering will provide Construction Phase Services as follows:

## **SCOPE OF SERVICES**

### **Task 1 – Construction Progress Meetings:**

LaConte Engineering will have 1 individual participate in both 1 in-person meeting and 1 remote project meeting per month, attended by BCI, TOPB, the Contractor, Design Professionals, and others as requested. It is anticipated that these meetings will be held at the TOPB office, Construction Site office or other location as designated by the TOPB.

LaConte Engineering will also participate in 2 public meetings and presentations as may be requested throughout the project duration. LaConte Engineering will provide record of public outreach to FDEM/FEMA to demonstrate compliance with the HMGP.

TASK 1 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$28,230.00

*Therefore, billing is anticipated to be approximately \$1,175 per month.*

### **Task 2 – Contractor & Sub-Contractor Compliance:**

LaConte Engineering will review the construction contract, forms and sub-contractor documentation required by the Terms & Conditions to validate compliance with the HMGP grant requirements.

LaConte Engineering will obtain, review, and record contractor documentation as required by the construction contract and the HMGP grant throughout the construction phase.

LaConte Engineering will also assist in the preparation of additional documentation, and coordinate with FDEM and FEMA as may be needed to comply with the HMGP grant requirements as follows:

- Monitor 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" for compliance.

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- Provide guidance relating to HMGP compliance and FDEM coordination during construction as follows:
  - We ensure that any procurement involving funds authorized by the HMGP grant agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
  - As required by 2 C.F.R. 200.318(i), we will support the TOPB to "maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
  - Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward a copy of any solicitation (whether competitive or non-competitive) to FDEM at least fifteen (15) days prior to the publication or communication of the solicitation. The solicitation shall be reviewed by FDEM and comments, if any, will be provided within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB does not need the approval of FDEM to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of the FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a competitive solicitation is published after receiving comments from FDEM that the solicitation is deficient, then FDEM may:
    - Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
    - Refuse to reimburse the TOPB for any costs associated with that solicitation.
  - Except for procurements by micro-purchases pursuant to 2 C.F.R. 200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. 200.320(b), if the TOPB chooses to subcontract any of the work required under the HMGP grant agreement, then we will forward FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, within three (3) business days. Consistent with 2 C.F.R. 200.324, FDEM will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. 200.318(k), FDEM will not substitute its judgment for that of the TOPB. While the TOPB

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does not need FDEM approval to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the TOPB remains bound by all applicable laws, regulations, and the HMGP grant agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies as quickly as possible within the three (3) business day window outlined above. If a subcontract is executed after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:

- Terminate the HMGP grant agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the TOPB for any costs associated with that subcontract.
- We will review the subcontract to confirm that (i) the subcontractor is bound by the terms of the HMGP grant agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM and TOPB harmless against all claims of whatever nature arising out of the subcontractor's performance of work under the HMGP grant agreement, to the extent allowed and required by law.
- As required by 2 C.F.R. 200.318(c)(1), We will advise the TOPB to "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- As required by 2 C.F.R. 200.319(a), We will advise the TOPB to conduct any procurement under the HMGP grant agreement "in a manner providing full and open competition."

Accordingly, the TOPB shall not:

- Place unreasonable requirements on firms for them to qualify to do business;
- Require unnecessary experience or excessive bonding;
- Use noncompetitive pricing practices between firms or between affiliated companies;
- Execute noncompetitive contracts to consultants that are on retainer contracts;
- Authorize, condone, or ignore organizational conflicts of interest;
- Specify only a brand name product without allowing vendors to offer an equivalent;
- Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- Engage in any arbitrary action during the procurement process; or,
- Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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- "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, as required by 2 C.F.R. 200.319(b), we cannot use a geographic preference when procuring commodities or services under the HMGP grant agreement.
- We will review and advise to assure that any procurement involving invitations to bid (i.e., sealed bids) is in accordance with 2 C.F.R. 200.320(c) as well as section 287.057(1)(a), Florida Statutes.
- We will review and advise to assure that any procurement involving requests for proposals (i.e., competitive proposals) is in accordance with 2 C.F.R. 200.320(d) as well as section 287.057(1)(b), Florida Statutes.
- For each subcontract, we will provide a written statement to FDEM as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the TOPB shall comply with the requirements of 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

LaConte Engineering will also specifically coordinate with FDEM and FEMA, as needed, to comply with the HMGP grant requirements and maintain reimbursement eligibility on the following:

- Review, revise, and forward the certifications regarding debarment, suspension, ineligibility, and voluntary exclusion to FDEM, and assist in getting them completed by bidders.
- Review and recommend revisions, as needed, and submit bid tabulations to FDEM.
- Review and provide guidance in the TOPB's contractor selection process, including coordination and meetings, as needed.
- Provide recommendations and forward the notice to proceed and purchase order(s) to FDEM.
- Provide consultation as needed and submit signed contracts to FDEM for HMGP grant reimbursement record.
- Review and recommendations on cost and increases from the HMGP grant agreement and coordinate with FDEM and FEMA.
- Provide consultation and coordination with FDEM and FEMA on eligibility for possible additional grant funding/increases.
- Attend meetings, participate in phone calls, and email correspondence with FDEM and FEMA to address the TOPB requirements and responsibilities as specified in the HMGP grant agreement and promote project cost reimbursements.

TASK 2 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$60,000.00

*Therefore, billing is anticipated to be approximately \$2,500 per month.*

**Task 3 – Grant Reporting:**

LaConte Engineering will obtain and review the project status in order to prepare the required Quarterly Reports, as well as Milestones and Activities reports to demonstrate/report project progress and compliance with the HMGP grant. LaConte Engineering will also monitor project

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modifications, including those due to unanticipated construction issues as well as those resulting from the compliance review.

TASK 3 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$56,200.00

*Therefore, billing is anticipated to be approximately \$2,342 per month.*

**Task 4 – Requests for Reimbursement (RFR) Documentation:**

LaConte Engineering will request, obtain, review all invoices, and proof of payment documentation and prepare quarterly requests for reimbursement (RFR) concurrent with the submission of quarterly reports.

TASK 4 – Services provided over a 24-month period for a TOTAL ESTIMATED FEE \$62,200.00

*Therefore, billing is anticipated to be approximately \$2,592 per month.*

**Task 5 – Final Closeout Compliance:**

LaConte Engineering will consult with BCI in the preparation and submittal of the Final Construction Management Plan to the TOPB after completion of the construction services phase of the project. LaConte Engineering will review the draft Final Construction Management Plan to ensure it is in accordance with the HMGP guidelines and provide recommendations for issues of concern.

TASK 5 – Services provided over the final 4-month period for a TOTAL ESTIMATED FEE \$30,000.00

*Therefore, billing is anticipated to be approximately \$7,500 per month during this period.*

## **TIME OF SERVICE**

These services will begin upon acceptance as confirmed with the receipt of a signed proposal or issued PO. Services are anticipated to begin in August 2021 or during the TOPB selection of the project contractor and continue through construction completion scheduled for a duration of 24 months.

## **FEE SCHEDULE**

These services will be provided for a TOTAL FEE NOT TO EXCEED \$236,630, based on the time required by the following positions for these services using our current hourly labor rates (Exhibit B attached):

| <b><u>Position</u></b>     | <b><u>Rate</u></b> | <b><u>Hours</u></b> | <b><u>Estimate</u></b>   |
|----------------------------|--------------------|---------------------|--------------------------|
| Consultant/Program Manager | \$150              | 373                 | \$55,950.                |
| Project Manager            | \$125              | 800                 | \$100,000.               |
| Project Analyst            | \$110              | 488                 | \$53,680.                |
| Operations Specialist      | \$75               | 360                 | \$27,000.                |
|                            |                    |                     | <b><u>\$236,630.</u></b> |

All non-labor related project costs (including travel, lodging, and per diem) are included in the above fees.



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Invoices shall be based on percentage complete of each task with the Total Fee as follows:

| <u>FEMA Grant Administrator</u> | <u>Total NOT TO EXCEED</u> |
|---------------------------------|----------------------------|
| Construction Phase Services     | \$236,630                  |

Respectfully submitted,



Patrick LaConte, PE CFM  
***LaConte Engineering***

7/26/21  
Date: \_\_\_\_\_



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FL CA License No. 30922

## **Exhibit B**

### **FEE SCHEDULE**

April 27, 2021

| <b><u>POSITION</u></b>                               | <b><u>HOURLY RATE</u></b> |
|--|---------------------------|
| Principal/Consultant/Program Manager                 | \$150.00/hour             |
| Project Manager / Senior<br>Engineer/Planner/Analyst | \$125.00/hour             |
| Project Engineer/Planner/Analyst                     | \$110.00/hour             |
| Senior Specialist                                    | \$110.00/hour             |
| Project Designer/Specialist                          | \$100.00/hour             |
| Estimator/Inspector/Technician                       | \$80.00/hour              |
| Operations Manager/Specialist                        | \$75.00/hour              |
| Engineer's Assistant                                 | \$60.00/hour              |
| Administrative Assistant                             | \$ 55.00/hour             |
| <b><u>Supplemental</u></b>                           |                           |
| Expert Witness (4 hours minimum per<br>appearance)   | \$250.00/hour             |
| Senior GIS Professional<br>Public Adjuster           | \$150.00/hour             |

**Subconsultants** – All sub-consultant project labor to be billed with 5% mark-up for administrative and insurance costs.

**Non-labor Related Project Costs** – Unless otherwise stated in the agreement, all non-labor related project costs (including travel, lodging, and per diem) to be billed at cost without mark-up. Travel, lodging, and per diem to be in accordance with Section 112.061, Florida Statutes.

**General Conditions** – The hourly labor rates include all applicable overhead and profit.

Town of Palm Beach  
Townwide Overhead Utility Undergrounding  
Phase 5 North and South

**Exceptions & Clarifications - July 14, 2021**

**GENERAL**

- 1 Scope of work is based on Bid Set Plans received 5/3/2021 for the Townwide Overhead Utility Undergrounding - Phase 5 North / South .Complete plan log is included with this submittal.
- 2 Guaranteed not to exceed pricing is based on a project start date of October 1, 2021. Project duration for Townwide Overhead Utility Undergrounding - Phase 5 North shall be 18 months from notice to proceed. Project duration for Townwide Overhead Utility Undergrounding - Phase 5 South shall be 24 months from notice to proceed.
- 3 Guaranteed not to exceed pricing is based on the Town's contractor(s) work being performed between the hours 8:00 AM and 6:00 PM Monday through Friday. December 1, 2021 through April 17, 2022 work hours are based on 9:00 AM to 5:00 PM Monday through Friday. From April 18, 2022 through November 30, 2022 Regularly work hours shall be from 8:00 AM to 6:00 PM Monday through Friday. December 1, 2022 through April 9, 2023 work hours shall be 9:00 AM to 5:00 PM Monday through Friday. From April 10, 2023 through September 30, 2023 Regularly scheduled work hours shall be from 8:00 AM to 6:00 PM Monday through Friday.
- 4 The Town's contractor(s) may require night, weekend or holiday work beyond the regularly scheduled work hours stated in #3 above which may be necessary due to emergency, delay or makeup time. These hours are not part of the guaranteed not to exceed price and shall be additionally invoiced accordingly.
- 5 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 6 Guaranteed not to exceed pricing is contingent on Phase 4 South GMP approval in the August 2021 Town Council Meeting. Overlap and economy of scale in both general conditions and management is reflected in this pricing.
- 7 This contract shall be authorized by the Town Council in the August 2021 Town Council meeting.

**FRANCHISE UTILITIES**

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The project duration represents the work managed by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT, Comcast and Town's contractor(s)), additional management may be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction. This additional management will be invoiced accordingly.

