

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 14, 2025

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To: Mayor and Town Council

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

Cc: Kirk Blouin, Town Manager & James Murphy, Asst. Director of PZB

Re: Traffic Mitigation Strategies and Proposals – Contractor Shuttle / CMA

Date: December 13, 2024

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One of the items discussed at the December 10, 2024 Town Council Meeting was the use of Construction Management Agreements (“CMA”) for certain size or type of construction projects that would mandate the general or lead contractor to shuttle most of their workers onto the site from an off-Island location where the workers could park. The idea is to set thresholds for the size or type of construction project that would be required to formally enter into a CMA. One of the conditions of the CMA would be to have the general or lead contractor be responsible for setting up a shuttle vehicle or vehicles to transport most of their workers on and off the Island, thereby reducing both traffic trips and required on-Island parking areas.

- *Consider mandating all construction projects over a certain size threshold (construction value or square foot of project) to be subject to a Construction Management Agreement (“CMA”). In the CMA template the Town could include mandatory language to require construction workers to be transported on and off the Island by way of a shuttle van or vehicle hired and paid for by the general contractor.*

Recommended thresholds to require a CMA would be:

- Residential New Construction and/or any Residential Building Addition over 200 square feet in size; and
- SF Residential and Condominium / Cooperative Renovations (without Building Additions) with a construction value of \$500,000.00 or more; and
- Any Multi-Family Building or Commercial Project with a construction value of \$500,000.00 or more.

A possible exception from the required CMA is if the project will have less than five (5) workers onsite at any given time.

The Town has a template for these CMA's. The shuttle requirement was added as a condition of the CMA template. See the attached example. Once found acceptable, and with a motion made by the Town Council to require the CMA's on certain size / type of construction projects, we would require execution of the CMA and the Preconstruction Meeting before releasing a building permit for those projects.

**CONSTRUCTION MANAGEMENT AGREEMENT  
FOR \_\_\_\_\_**

This Construction Management Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_, and entered into between by \_\_\_\_\_, as owner of \_\_\_\_\_, Palm Beach, Florida 33480 (hereafter the "Owner"), \_\_\_\_\_, a licensed contractor with contractor license number \_\_\_\_\_ with registered address at \_\_\_\_\_

\_\_\_\_\_  
(hereafter the "Contractor"), and the Town of Palm Beach, a Florida municipal corporation, 360 South County Road, Palm Beach, Florida 33480 (hereafter the "Town").

**WHEREAS**, a construction project will occur at \_\_\_\_\_,  
Legal Description of said property contained in Exhibit A; and

**WHEREAS**, ...

**NOW THEREFORE**, for valid and legal consideration acknowledged by each of the parties hereto, the parties each agree, acknowledge, and pledge their adherence to the following terms and conditions:

1. **Recitals**: The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Schedule**: Attached hereto as Exhibit B is the true and correct construction schedule presented by Owner and Contractor ("Construction Schedule") and required for full and complete close-out, delivery, and conclusion of construction activities at the Property (as described, the "Construction Activities"). The Construction Schedule provides the true and correct dates for each milestone associated with the Construction Activities including the full and final completion date for all Construction Activities (the "Completion Date"). The parties hereto agree and acknowledge that the Town may rely and is relying upon the truthfulness of the Construction Schedule and the milestone dates that Owner and Contractor are presenting herewith. The parties agree and commit the following with regard to the Construction Schedule:
  - a. The dates within the Construction Schedule for critical milestones must be adhered to and the completion date may only be modified with the consent of the Town.
  - b. The Completion Date set forth on the Construction Schedule shall not be altered or revised without the express written consent of Town Council.

- c. Promptly upon entering into this Agreement, the Owner and the Contractor shall schedule an on-site construction meeting with Town staff, Owner's representatives, Contractor, and all sub-contractors. The purpose of the meeting will be to review this Agreement, all construction management requirements, schedule, project logistics, and Town expectations and requirements.
- d. The Contractor shall provide the Building Official with bi-monthly written updates of the progress of the Project.
- e. Generally, the Owner and the Contractor are accountable to the Town to complete construction: (i) as expeditiously and efficiently as possible and within the time frame set forth in the Construction Schedule, (ii) in accordance with Town's Code of Ordinances, and (iii) with a minimum of disturbance to or friction with the neighbors and neighborhood and the Town.

3. **Project specifications and performance:** Contractor shall provide the Building Official the following items in writing:

- a. Owner's selection of the following contractors/trades within 30 days of signing this document, and any change during the permit duration of the contractors:
  - i. Roofing Subcontractor
  - ii. Shell / Structural Subcontractor
  - iii. Mechanical Subcontractor
  - iv. Plumbing Subcontractor
  - v. Electrical Subcontractor
  - vi. Window and Door Subcontractor
- b. Owner's selection of the roofing materials and a copy of the order placed with the Supplier within 30 days of signing this document.
- c. Owner's selection of windows and exterior doors and a copy of the order placed with the Supplier within 30 days of signing this document.

4. **Job Site, Facilities, and Storage:** Contractor shall provide the Building Official the following items:

- a. (1) Project Description (2) truck logistics plan per Town Code of Ordinances Section 18-86, (3) construction staging plan per Town Code of Ordinances Section 18-86, (4) construction screening plan per Town Code of Ordinances Section 18-201, (5) detailed construction plan per Town Code of Ordinances Section 18-351, (6) staging plan per Town Code of Ordinances Section 18-86, (7) delivery plan per Town Code of Ordinances Section 18-86, (8) lay-down plan, (9) rodent control with a written report provided to the Town, (10) dust control per Town Code of Ordinances Section 42-164, (11) noise control per Town Code of Ordinances Section 42-196 through 42-229, (12) trash removal plan per Town Code of Ordinances Section 18-351, and (13) protective fencing around the jobsite and any



trees and vegetation to be preserved. The Building Official shall use its best efforts to expedite review. These or any other construction related facilities shall not be in the public right-of-way at any time.

- b. Owner has the right to hire a third-party inspector to inspect construction progress and provide progress reports on a monthly basis.
- c. Contractor to mitigate any dirt or debris from accumulating on the sidewalk or roadway.

5. **Deliveries, Construction Traffic and Parking Plan: Contractor's primary goals are (1) to limit the amount of construction traffic and parking and (2) to ensure adequate and appropriate emergency response accessibility to the neighbors and (3) to properly maintain the Project site.**

- a. All construction deliveries shall be conducted on the Property and not in the right-of-way, if possible, and shall be conducted between the hours of 10 a.m. and 2 p.m. on Mondays through Fridays. Any deliveries or parking that can only occur within the road right-of-ways shall require the application, Town review, and issuance of appropriate Right-Of-Way Permits from the Town Public Works Department.
- b. Contractor to obtain necessary Right-Of-Way Permits for trucks and cranes that extend beyond the driveway.
- c. Parking: No contractor street parking is permitted, unless approved by the Town Public Works Engineer.
- d. All subcontractors, suppliers and others on the Property shall be advised of the foregoing and Contractor shall manage Construction Activities accordingly.
- e. **The Contractor shall provide off-Island parking for their workers and shall shuttle the workers onto and off the Island each day in vehicles provided by the Contractor. The intent is to reduce the number of trips on and off the Island each day. This shuttle service shall run for the full duration of the project.**

6. **Construction Hours:** Hours of Construction shall be governed by Town Code of Ordinances Section 42-199. Beginning May 1 through the Monday preceding Thanksgiving, work may commence at 8:00am and cease at the hour of 6:00pm., except Saturdays, Sundays, and Town observed holidays, when all construction work is restricted and prohibited. Construction work is permissible on Saturdays from May 1 through the Monday preceding Thanksgiving, work may commence at 9:00 a.m. and cease at the hour of 5:00 p.m. 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. All subcontractors, suppliers and

others on the Property shall be advised of the foregoing and Contractor shall manage Construction Activities accordingly.

**7. Construction Contact information:**

- a. \_\_\_\_\_ / Contractor / Cell: / Email:
- b. \_\_\_\_\_ / Project Manager / Cell: / Email:
- c. \_\_\_\_\_ / Owner / Cell: / Email:

**8. Remedies for Violations:**

- a. There shall be no right of Owner or Contractor to unilaterally modify or deviate from this Agreement or the Construction Schedule, absent the prior written consent of the Town which shall include notification to all neighboring property owners.
- b. Any violation of Town Code of Ordinances Section 18-351 will constitute strikes under the "3 Strike Rule", which is detailed in the Town Right of Way Manual, Chapter XII, Miscellaneous Provisions, Construction Parking & Construction Site Management.
- c. Owner's or Contractor's violation of any portion of this Agreement or other applicable construction management requirement may at Town's discretion result in a cessation or modification of construction activities of the Project or other consequences, e.g., prosecution by Code Enforcement, et al., until such time as the Town is satisfied that such violations have been resolved. Any and all levies assessed by the Town on Owner or Contractor with regard to any such violations shall apply as a lien against the Property to the full and complete detriment of Owner's right, title, and interest thereto.

**THE TOWN OF PALM BEACH**

By: \_\_\_\_\_

\_\_\_\_\_  
Building Official

**OWNER**

By: \_\_\_\_\_

\_\_\_\_\_  
Owner

**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Contractor

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**



**EXHIBIT B**  
**CONSTRUCTION SCHEDULE**