

CONSTRUCTION MANAGEMENT AGREEMENT FOR 70 MIDDLE ROAD

This Construction Management Agreement (the "Agreement") is made this 30th day of October, 2024 and entered into between by JENNIFER NAEGELE, individually and as owner of 70 Middle Road, Palm Beach, Florida 33480 (hereafter the "Owner"), T.A.B. CONSTRUCTION COMPANY, a Florida corporation with contractor license number CRC038041 issued by the State of Florida Department of Business & Professional Regulation, with registered address at 2811 Village Boulevard, Suite #304, West Palm Beach, FL 33409 (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, Owner and her agents have been engaged in a comprehensive renovation of the landmarked residence and other improvements at the Property, which itself has included demolition and construction activities.

WHEREAS, Owner obtained and the Town issued Building Permit #B-22-94449 on May 5th, 2022 (the "Permit") in furtherance of construction activities to be engaged at the property. Residential renovations include new impact windows and doors replacement of roof with like-kind roofing, interior renovations and modifications, landscaping and a pool.

WHEREAS, the Permit is scheduled to expire on November 5th, 2024.

WHEREAS, at its public meeting on October 15, 2024, the Town Council of the Town of Palm Beach considered Owner's request for a waiver of Town Code Section 18-237 that would permit an extension of the Permit.

WHEREAS, for all the reasons set forth on the record of the October 15, 2024 hearing and herein, the Town is requiring that (i) the parties hereto execute and enter into this Agreement in order for and as a condition precedent to extension of the Permit, and (ii) the commitments, requirements, and obligations of Owner and Contractor within this Agreement are a prerequisite to the continuation of construction activities at the property.

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 associate 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 date that Owner and Contractor are presenting herewith. The parties agree and commit to the following regarding the Construction Schedule:

- a. The Dates within the Construction Schedule for critical milestones must be adhered to, will be monitored by the Town's Building Official and his staff, and may only be modified with the consent of the Town's Building Official except as detailed next.
 - 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. The Owner and the Contractor shall schedule an on-site construction meeting with Town staff, Owner's Representatives, Contractor, and all sub-contractors within seven (7) days of the execution of this Agreement. 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 Building Official shall approve any overall extension of the Permit granted by the Town Council in up to six (6) month increments "based on the progress made by the Owner and the Contractor toward meeting the critical milestones in the Construction Schedule.
 - e. The contractor shall provide the Building Official with bi-monthly written updates of the progress of the project to include Summary and Look Forward.
 - f. 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, the neighborhood and the Town.
- 3. Project specifications and performance:** Contractor shall provide the Building Official with 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 to be provided to Town.
- 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 to be provided to Town.
- d. All Architectural/Structural drawings to date to be submitted to the Building Official within 30 days of signing this Agreement.
- e. All MEP drawings to date to be submitted to the Building Official within 60 days of signing this Agreement.
- f. Any deviation on a case-by-case basis.

4. Job Site, Facilities, and Storage: Contractor shall provide the Building Official the following items within 30 days of signing this Agreement:

- 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 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 public right-of-way at any time.
- b. Owner may 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 and Parking plan: Contractor's primary goal is to ensure adequate and appropriate emergency response accessibility to neighbors and to the Project side is maintained.

- a. All construction deliveries shall be conducted on the Property and not in the right-of-way and shall be conducted between the hours of 9 a.m. and 5 p.m. on Mondays through Fridays and otherwise in compliance with the Town Code of Ordinances. Any deliveries or parking that can only occur within the road rights-of-way shall require the application, Town review, or

- as regulated by the Town Code of Ordinances. 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.
- d. All subcontractors, suppliers and others on the property shall be advised of the foregoing and the contractor shall manage construction activities accordingly.

Construction Hours: Hours of Construction shall be governed by the Town Code of Ordinances Section 42-199. Beginning May 1st to the Monday preceding Thanksgiving, work may commence at 8:00 am and cease at the hour of 6:00 pm., except Saturdays, Sundays, and Town observed holidays, when all construction work is restricted and prohibited. Construction work is permissible on Saturdays from May 1st through the Monday preceding Thanksgiving, work may commence at 9:00am and cease at the hour of 5:00pm. Beginning on the Monday preceding Thanksgiving, and during the months of December, January, February, March, April of each year, construction work not otherwise prohibited by section 42-198 or other work resulting in noise trending 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.

6. Construction Contact information:

- a. James Bowser / Contractor cell : 561-248-3649 Email: jay@tabconstructioncompany.com
- b. Tim Bowser / Contractor cell: 561-389-0518 Email: tim@tabconstructioncompany.com
- c. Elvin Zuniga / Property Representative cell: 561-229-3693 Email: 2ordernow@gmail.com

7. 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 by the Building Official to all abutting and adjoining property owners and any neighboring property owners who elect to be notified.
- b. Any violation of Town Code of Ordinances Section 18-351 will constitute one strike under the Town's "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 the 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 shall otherwise have, and does not waive, all other remedies available at law to it in the event of a violation of this Agreement and its associated construction management requirements.

THE TOWN OF PALM BEACH

By: _____

WAYNE BERGMAN

Building Official/ Director at PZB

JENNIFER NAEGELE

By:  _____

JENNIFER NAEGELE, individually

Owner

TAB CONSTRUCCION COMPANY, a Florida corporation

By:  _____

JAMES BOWSER

General Contractor