

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2827.22**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING CHANGE ORDER #1 TO THE CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND PERMACAST WALLS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 15, 2022, the Town Council of the Town of Golden Beach (the "Town"), pursuant to Resolution No. 2803.22A approved an agreement with Permacast Walls ("Contractor") for the construction of a privacy wall on Massini and Terracina Avenues (the "Project"); and

**WHEREAS**, the Town and Contractor wish to amend the Contract to include certain work (the "Work") as described in change order #1 attached as Exhibit "A" to this Resolution (the "Change Order"); and

**WHEREAS**, the Town Council has determined that it is in the best interests of the Town of Golden Beach to approved the changes.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Approval, Authorization and Limitation.** The Town Council hereby approves Change Order #1 contained in Exhibit "A," authorizes the expenditure of funds as necessary to fund the Work and authorizes the Mayor to execute Change Order

#1, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.


**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Mendal, seconded by Councilmember Lusskin.

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>

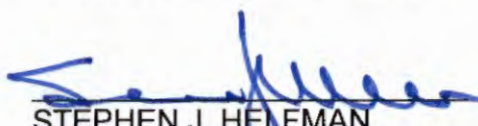
**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 30<sup>th</sup> day of August, 2022.

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

  
\_\_\_\_\_  
MAYOR GLENN SINGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**Exhibit "A"**  
**Change Orders**



Company Address: 6015 21<sup>st</sup> Street East  
Bradenton, FL 34203

Created Date: August 24, 2022  
Job #: 4252

#### Permacast Walls Contact Information

Prepared By: Jason Downs  
Email: jason@permacastwalls.com  
Phone: (888) 977-9255  
Mobile: +1 3522016783

#### Job Site Address & Main Contact

Job Site Street: One Golden Beach Drive  
Job Site City: Golden Beach  
Job Site State: FL  
Job Site Country: United States  
Job Site Zip Code: 33160

Bill To Name: Town of Golden Beach  
Bill To Address: 1 Golden Beach Dr Golden Beach FL  
United States 33160

#### Quote Line Items

Product Name	Line Item Description	Quantity	Sales Price	Total Price
Special Equipment Rental	Job Specific Special Equipment Required - additional days of soft digging with a vac truck due to uncovering the presence of the gas line in close proximity to the wall line. Any days not used will be credited back.	7.00	\$6,792.70	\$47,548.90

#### Totals

**Grand Total:** \$47,548.90

I hereby agree to all specifications, terms, and conditions of this proposal for contract.

Sold by: Permacast LLC

Authorized by: ALEXANDER DIAZ

Jason Downs

Signature

Date

Date



Company Address: 6015 21<sup>st</sup> Street East  
Bradenton, FL 34203

Created Date: July 13, 2022  
Job #: 4068

#### Permacast Walls Contact Information

Prepared By: Jason Downs  
Email: jason@permacastwalls.com  
Phone: (888) 977-9255  
Mobile: +1 3522016783

#### Job Site Address & Main Contact

Job Site Street: One Golden Beach Drive  
Job Site City: Golden Beach  
Job Site State: FL  
Job Site Country: United States  
Job Site Zip Code: 33160

Bill To Name: Town of Golden Beach  
Bill To Address: 1 Golden Beach Dr Golden Beach FL  
United States 33160

#### Quote Line Items

Product Name	Line Item Description	Quantity	Sales Price	Total Price
Special Equipment Rental	Job Specific Special Equipment Required - 2 days of Soft Digging due to utility conflicts. Any additional days used will be issued another change order.	2.00	\$6,792.70	\$13,585.40
Custom Service Requested	Permacast is not responsible for disposal of spoils. All dirt will be dumped on site.	1.00	\$0.00	\$0.00

#### Totals

Grand Total: \$13,585.40

I hereby agree to all specifications, terms, and conditions of this proposal for contract.

Sold by: Permacast LLC

Authorized by:

ALEXANDER DIAZ  
TOWN MANAGER

Jason Downs

Signature

Date

7/13/22

Date



Company Address: 6015 21<sup>st</sup> Street East  
Bradenton, FL 34203

Created Date: August 2, 2022  
Job #: 4207

#### Permacast Walls Contact Information

Prepared By: Jason Downs  
Email: jason@permacastwalls.com  
Phone: (888) 977-9255  
Mobile: +1 3522016783

#### Job Site Address & Main Contact

Job Site Street: One Golden Beach Drive  
Job Site City: Golden Beach  
Job Site State: FL  
Job Site Country: United States  
Job Site Zip Code: 33160

Bill To Name: Town of Golden Beach  
Bill To Address: 1 Golden Beach Dr Golden Beach FL  
United States 33160

#### Quote Line Items

Product Name	Line Item Description	Quantity	Sales Price	Total Price
Special Equipment Rental	Job Specific Special Equipment Required - additional day of soft digging with a vac truck.	1.00	\$6,792.70	\$6,792.70
Custom Service Requested	Permacast is not responsible for the removal of spoils. All dirt will be dumped on site.	1.00	0.00	0.00

#### Totals

Grand Total: \$6,792.70

I hereby agree to all specifications, terms, and conditions of this proposal for contract.

Sold by: Permacast LLC

Authorized by:

Jason Downs

Date

Signature

Date





**State License #: CBC 1256823**

Project Name: Massini & Terracina Wall  
Project #: 3107

Quotes Number: 00001498  
Expiration Date: March 23, 2022

**Permacast Walls Contact Information**

Sales/PM: Jason Downs  
Email: jason@permacastwalls.com  
Phone: (888) 977-9255  
Mobile: +1 3522016783

Sales Manager: Steven Hatcher  
Email: steven@permacastwalls.com  
Phone: (888) 977-9255  
Mobile: +1 8137204720

**Job Site Address & Main Contact**

Job Site Street: One Golden Beach Drive  
Job Site City: Golden Beach  
Job Site State: FL  
Job Site Zip Code: 33160

Contact Name: Lissett Rovira  
Phone: +1 305-932-0744  
Email: lrovira@goldenbeach.us

**Billing Information**

Bill To Name: Town of Golden Beach  
Bill To Address: 1 Golden Beach Dr, Golden Beach, FL 33160

Description: Install 1,102' of 10'H PermaWall 1.0 Sand Finish.

**Quote Line Items**

Product Name	Line Item Description	Quantity	Sales Price	Total Price
PermaWall 1.0 - Custom - Sand	Furnish & Install 10'H (8' over 2') PermaWall 1.0 (10' O.C.) Sand Finish	1,012.00	\$320.00	\$323,840.00
Column - 8.5x14	8.5"x14" Standard Columns included in wall LF price.	104.00	INCLUDED	INCLUDED
Cap - 8.5x14 - Standard	Standard Column Cap (please ask about our additional cap options)	104.00	\$30.00	\$3,120.00
Standard Paint - One Color	Permacast Specified Paint - Spray Application (applied on site after installation)	1,012.00	\$20.00	\$20,240.00
Engineering Fee	Engineered Shop Drawings required for local building dept. permit approval	1.00	INCLUDED	INCLUDED
Initial Permit Running Fee	Processing fee and actual permit fees up to \$1000 any additional fees paid by owner at cost via CO.	1.00	\$1,500.00	\$1,500.00
SonoTube - Custom	Foundation requires sleeving because of collapsing soil. - Included if needed.	104.00	INCLUDED	INCLUDED
Concrete Pump Needed	Concrete pumping or conveying (2hr min.) - Included if needed.	1.00	INCLUDED	INCLUDED

**Totals**

**Grand Total: \$348,700.00**

Per LF Base Price is based on\*:

Wind Load	Exposure
160	D

- Should actual rating be determined higher than estimated, buyer is responsible for associated cost difference.



*\*Pictures shown are for illustration purpose only. Actual product may vary due to specific products ordered.*



**Column Caps Illustration**



## Permacast Scope of Services

1. This proposal must be executed and attached as an addendum or exhibit to any additional contract for this work. Permacast Scope of Services supersedes and/or overrides contractual verbiage as a condition of agreement.
2. Please view Table A below for number of occurrences included in this proposal as well as the values of each item should they exceed the agreed upon occurrences.
3. No work can be changed without a Change Order. Change Orders must be given prior to change. Authorized signatures are required on change order.
4. Permacast is not responsible for grading or site preparation before or after wall is installed.  
Buyer agrees to set stakes every 50 LF marking the center line of wall to designate clearly the Starting points, Ending and Turning points of all wall lines. Final grade marks and elevation changes are required to be marked on stakes. Cut & Fill marked stakes are NOT acceptable. Site work by others, that requires removing or adding Fill / Soil must be done in advance of mobilization. Bottom of Retaining Walls must be clearly marked, cleared and accessible from both sides of wall line for installation of Permacast Machinery. Access from 1 side only may require a pump (See Table A)
5. Buyer shall provide a minimum 25' wide, clear level & stable access corridor to all wall locations & parallel to the entire length of the wall that is capable of supporting semi and concrete truck traffic and standard Permacast machine operations required to install the wall. This is subject to site inspection by Permacast prior to mobilization for work commencement and must be maintained for the duration of Permacast Access requirements. Ferrying material or access not provided will be billed extra time and labor at \$595 per hour. **Standard Permacast Machinery includes: Telehandler & Skid Steer**
6. Buyer agrees that the proposed wall line location will have no conflicts with trees, vegetation, underground lines, overhead roof eaves, overhead utilities, poles or guide wires, fire hydrants, manhole covers, telecom boxes, irrigation lines / heads / boxes. Furthermore, Permacast is not responsible for damage to sidewalks, curbs, ramps, driveways, asphalt, grass/sod, right of way, easements, said on-site underground utilities, irrigation pipes, wires or conduit, private electrical systems / low voltage, television, cable lines, fiber optic lines, drain fields, septic tanks, French drains, sewer drainage pipes, or any material that are not flagged or located by either the locate company or Buyer.
7. It is the sole responsibility of the owner/GC to de-energize any powerlines that interfere with the legal installation of the wall. Osha mandated clearances will be enforced, and this clause must be a part of all contracts.
8. Any on site changes or modifications to the layout, design or material that may necessitate less footage than originally contracted for are subject to a base rate adjustment as well as remobilization, transportation, and 35% restocking fees. This not a "LUMP SUM" proposal and is subject to site inspection and field measured quantities, actual charges will be for the exact amount of wall installed. Material returns will incur a 35% Restocking fee of original base linear foot cost. This includes material handling, shipping, machinery & logistics. Returns must commence on original crew and machine mobilization. No credit will be given for deduction of specialty orders.
9. Buyer agrees that price quoted does not include sleeving of foundations. If foundations require sleeving due to: collapsing soils, water intrusion, any subsurface or unknown & unforeseen condition causing the need for diameter and depth of foundation to be stabilized; Sleeving will be charged extra per Table A. Materials, means and methods of sleeving applied is at the sole discretion of Permacast.
10. Geo fabric, rock, sand or any material or combination that may be required for drainage above or below ground is not included in quote unless otherwise noted in Table A.
11. Buyer certifies to Permacast that minimum soil bearing capacity is 2,000 p.s.f. and at least 95% compaction. If soils do not meet required density, Permacast is not responsible for settling or cracking in walls, columns, foundations. Ground conditions for the work, travel & staging zones must be of stable, dry and acceptable driving conditions for machines and vehicles to carry and maneuver with heavy material.
12. Permacast shall not be responsible for the removal, spreading, or disposal of any dirt, rock or other debris which may result from the excavation of foundations necessary to install the wall, unless otherwise noted in Table A.
13. Permacast will not be responsible for the clean-up of minor excess concrete used for the installation of the wall.
14. Buyer agrees that the price quoted includes one mobilization for installation and one mobilization for painting crew unless otherwise noted in Table A. Expenses incurred for extra mobilizations will be charged to buyer.
15. This proposal excludes expenses incurred for heavy machinery including but not limited to: ( Excavator, Cranes, Drill Rig, Vacuum Trucks ) concrete pumping, conveying of concrete, traffic control, panel cuts for shortened panels, single columns, as well as associated costs and additional concrete for differing site conditions unless noted in Table A. Estimated amount of hours needed are due to the following: Concrete Company/Driver Discretion, Safety Conditions included but not limited to weather & ground conditions for accessibility of a concrete truck to the foundation holes.
16. This proposal includes 1 base Engineering Fee. Any Changes or modifications needed to the layout, system design, Custom connections / brackets, foundations, site conditions, material, or requirements of others that differ from Permacast's Original base submittal, including additional inspections or certifications that may be required will be billed extra and accordingly.
17. Small surface holes caused by air bubbles ("bug holes"), normal concrete variations, normal form joint marks, minor chips, minor imperfections, surface finishes, minor waving, indentation, and exposed fibers will be considered acceptable. Bug holes that appear at the time of form removal that are larger than 1/2" in any direction and bug holes between 1/4" - 3/8" in width that occur in a highly concentrated area shall be filled. Normal concrete expansion and

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contraction surface cracks that do not affect the structural integrity of the product will be considered acceptable. Precast products have inherent imperfections and are not an architectural finish product. Columns have smooth steel form finish, Plus hand float / trowel finish. Requirements exceeding this will incur additional costs.

18. All spaces between wall components are engineered to function as control joints which allow for the natural contraction and expansion of the various components in a controlled manner. Accordingly, these spaces will not be filled in. Space created in column keyways due to grade/elevation changes, i.e. "Stair Steps", will not be filled unless otherwise noted & agreed by Permacast.
19. Buyer is responsible to supply and pay for all concrete dumpsters prior to Permacast mobilization. If concrete dumpster is not available prior to crew departure, buyer assumes responsibility for debris left onsite.
20. A copy of the Notice of Commencement & any applicable permits must be included with the signed proposal. If a full set of site plans has not previously been provided, such plans must be provided to Permacast upon signed proposal.
21. Any retainage shall be paid to Permacast within 30 days of completion of Permacast's work.
22. Buyer hereby acknowledges and agrees that the price quoted does not include the cost of additional labor, materials or equipment that may be required due to conditions, hindrances, obstructions, or obstacles which may be encountered in the field resulting in the need, for hand-dug holes, drilling or destruction of rock, concrete, asphalt or buried debris, removal of fence, cutting/sawing through above and underground tree roots/stumps or a change in standard methodology of installation of the Permacast fence wall, all as determined by Permacast in its sole discretion, unless otherwise noted in Table A. Permacast agrees to make reasonable efforts to notify Buyer prior to the commencement of any such work, if possible. Buyer shall be solely responsible for any such additional costs.
23. Painting crew will not mobilize until the fence line is cleared so that painters can reasonably apply paint in a safe and professional manner. Specific Sherwin Williams paint codes and color themes must be provided to Permacast by Buyer. A minimum amount of overspray on any and all foliage, plants, shrubs and trees will be considered acceptable. Any additional landscaping that is installed after the wall is installed and before painting, will null and void the original paint price and require execution of a change order for additional time, preparation and/or hand-rolling.
24. If Buyer chooses integrally colored concrete, buyer agrees and understands that samples are for reference only and finished product appearances may vary. Permacast makes no claims or guarantees as to exactness of final hue and/or tint of color. Shade variations of cement, aggregates, plus variations in the volume of water, the addition of admixtures, and the differing day-to-day temperature and weather conditions can affect and cause hue and tint inconsistencies. Variations in finished color will be deemed acceptable.
25. If Buyer chooses not to paint, it is understood that certain material will have patching areas of darker discoloration, dunnage marks from shipping / handling, and Imperfections from a plant-run grey Portland concrete & non architectural product. Painting is always recommended.
26. This proposal includes standard employee wage rates based on a 40-hour work week.
27. Time is of the Essence (Owner / Buyer caused delays): Any Change in scope of work, deficient site readiness or access as determined by Permacast in its sole discretion, will be subject to additional costs to be borne by Buyer for downtime delays, standby time, or further need to remobilize personnel or equipment. If for any reason other than our own we are forced to leave the jobsite, there will be a remobilization charge per table A.
28. Permacast is not responsible for any delays or work stoppages caused by Buyer or other person or entity in commencing or completing Permacast's scope of work. Buyer agrees to indemnify and hold harmless Permacast for any delays that result in increased costs or expenses to Permacast. In the event any work stoppage if for any reason other than Permacast Walls LLC, responsibly on the subject project, regardless of duration, the pricing set forth herein shall be subject to reasonable adjustment based upon additional expenses incurred by Permacast and/or lost opportunities as a result of any such stoppages or delays in the subject project.
29. The pricing set forth in this contract remains valid for ninety days (90) days following execution of this contract. If buyer has not authorized Permacast to commence its work within ninety (90) days following execution of the contract, the pricing set herein is subject to reasonable adjustment based upon increased labor, shipping and/or material costs.
30. In the event of a material breach by buyer of any of its obligations under this Contract, including non-payment, Permacast shall be entitled to payment of its reasonable attorney's and paralegals' fees and costs by Buyer which are incurred before, during, and after any lawsuit is filed, in appellate proceedings, and in bankruptcy.
31. Any litigation or disputes between the parties related to this contract shall only be brought or maintained in Manatee County, Florida.
32. Buyer agrees to photography and/or video recording of wall line and surrounding landscape in view by Permacast for marketing purposes.
33. This proposal is based on Florida building code construction requirements for Wall Structures (Not Fences).
34. Final construction walkthrough inspection will be available after construction and paint application. It is Buyer's responsibility to be on site for project acceptance as Permacast completes its scope of work. Any outstanding items not provided and agreed upon during final walkthrough inspection will be subject to remobilization fees as noted in Table A.

*[Handwritten signature]*

"Table A" shows the number of occurrences for each of the listed services that are included in the above quoted price. If unforeseen work/services are necessary for the proper installation of the wall, then the price per occurrence is also listed in Table A and will be added as an addendum to this proposal.

**Table A**

Items included in proposal	Occurrences	Values if Occurrences Exceed Allowances	Details
Hand digging. Foundations deeper than 5' cannot safely be hand dug and therefore they will not be.	0	\$500.00	per foundation up to 24" in diameter
Spreading of spoils from foundation holes along wall line (approximate even spread, not exact grading.)	0	\$4.00	per linear foot
Non-standard length panels with extra foundations and columns. & Non-standard machinery needed due to utilities, cap rock, boulders, tree roots, or other.	0	\$500.00	per instance
Panel cuts for non-standard length panels or column cuts.	3	\$300.00	per cut
Sleeving: Foundation requires sleeving Per #9 of scope of services.	0	INCLUDED	per foundation up to 24" in diameter
Concrete pumping or conveying	0	INCLUDED	per hr (2 hr min.)
Site visits before installation per buyer's request.	1	\$2,000.00	Visit
Engineering / Pay APP Certification or other Site visit Inspections	0	\$1,000.00	Per Occurrence
Mobilization of installation crew	1	\$6,000.00	per mobilization
Mobilization of painting crew	1	\$3,000.00	per mobilization
Traffic control		Price available as needed	per day

**Terms:** ■ 33% Material / Stored materials deposit due upon acceptance of this proposal.

■ Progress payments for delivered material and installed wall due on invoice.

■ Balance due on completion.

- **NOTE :** Customer recognizes that the construction industry is currently experiencing price and availability volatility with regard to the materials & freight used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products or freight charged to Permacast in excess of five percent (5%) subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to Permacast. Permacast will submit written documentation of the increased charges to the Customer upon request.

■ An interest rate of 1.5% / month prorated will be applied to billings past due.

I hereby agree to all specifications, terms, and conditions of this proposal for contract.

Sold by: Permacast LLC

Jason Downs

Date

Authorized by: \_\_\_\_\_

Signature

Date



**State License #: CBC 1256823**

Project Name: Massini & Terracina Wall  
Project #: 3107

Quotes Number: 00001498  
Expiration Date: February 18, 2022

**Permacast Walls Contact Information**

Sales/PM: Jason Downs  
Email: jason@permacastwalls.com  
Phone: (888) 977-9255  
Mobile: +1 3522016783

Sales Manager: Steven Hatcher  
Email: steven@permacastwalls.com  
Phone: (888) 977-9255  
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**Job Site Address & Main Contact**

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Contact Name: Lissett Rovira  
Phone: +1 305-932-0744  
Email: lrovira@goldenbeach.us

**Billing Information**

Bill To Name: Town of Golden Beach  
Bill To Address: 1 Golden Beach Dr, Golden Beach, FL 33160

Description: Install 1,102' of 10'H PermaWall 1.0 Sand Finish.

**Quote Line Items**

Product Name	Line Item Description	Quantity	Sales Price	Total Price
PermaWall 1.0 - Custom - Sand	Furnish & Install 10'H (8' over 2') PermaWall1.0(10' O.C.)Sand Finish	1,012.00	\$290.00	\$293,480.00
Column - 8.5x14	8.5"x14" Standard Columns included in wall LF price.	104.00	INCLUDED	INCLUDED
Cap - 8.5x14 - Standard	Standard Column Cap (please ask about our additional cap options)	104.00	\$30.00	\$3,120.00
Standard Paint - One Color	Permacast Specified Paint - Spray Application (applied on site after installation)	1,012.00	\$19.00	\$19,228.00
Engineering Fee	Engineered Shop Drawings required for local building dept. permit approval	1.00	INCLUDED	INCLUDED
Initial Permit Running Fee	Processing fee and actual permit fees up to \$1000 any additional fees paid by owner at cost via CO.	1.00	\$1,500.00	\$1,500.00
SonoTube - Custom	Foundation requires sleeving because of collapsing soil. - Included if needed.	104.00	INCLUDED	INCLUDED
Concrete Pump Needed	Concrete pumping or conveying(2hr min.)- Included if needed.	1.00	INCLUDED	INCLUDED

**Totals**

**Grand Total: \$317,328.00**



Wind Load	Exposure
160	D

Per LF Base Price is based on\*:

- Should actual rating be determined higher than estimated, buyer is responsible for associated cost difference.



*\*Pictures shown are for illustration purpose only. Actual product may vary due to specific products ordered.*



Column Caps Illustration



## Permacast Scope of Services

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5. Buyer shall provide a minimum 25' wide, clear level & stable access corridor to all wall locations & parallel to the entire length of the wall that is capable of supporting semi and concrete truck traffic and standard Permacast machine operations required to install the wall. This is subject to site inspection by Permacast prior to mobilization for work commencement and must be maintained for the duration of Permacast Access requirements. Ferrying material or access not provided will be billed extra time and labor at \$595 per hour. **Standard Permacast Machinery includes: Telehandler & Skid Steer**
6. Buyer agrees that the proposed wall line location will have no conflicts with trees, vegetation, underground lines, overhead roof eaves, overhead utilities, poles or guide wires, fire hydrants, manhole covers, telecom boxes, irrigation lines / heads / boxes. Furthermore, Permacast is not responsible for damage to sidewalks, curbs, ramps, driveways, asphalt, grass/sod, right of way, easements, said on-site underground utilities, irrigation pipes, wires or conduit, private electrical systems / low voltage, television, cable lines, fiber optic lines, drain fields, septic tanks, French drains, sewer drainage pipes, or any material that are not flagged or located by either the locate company or Buyer.
7. It is the sole responsibility of the owner/GC to de-energize any powerlines that interfere with the legal installation of the wall. Osha mandated clearances will be enforced, and this clause must be a part of all contracts.
8. Any on site changes or modifications to the layout, design or material that may necessitate less footage than originally contracted for are subject to a base rate adjustment as well as remobilization, transportation, and 35% restocking fees. This not a "LUMP SUM" proposal and is subject to site inspection and field measured quantities, actual charges will be for the exact amount of wall installed. Material returns will incur a 35% Restocking fee of original base linear foot cost. This includes material handling, shipping, machinery & logistics. Returns must commence on original crew and machine mobilization. No credit will be given for deduction of specialty orders.
9. Buyer agrees that price quoted does not include sleeving of foundations. If foundations require sleeving due to: collapsing soils, water intrusion, any subsurface or unknown & unforeseen condition causing the need for diameter and depth of foundation to be stabilized; Sleeving will be charged extra per Table A. Materials, means and methods of sleeving applied is at the sole discretion of Permacast.
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11. Buyer certifies to Permacast that minimum soil bearing capacity is 2,000 p.s.f. and at least 95% compaction. If soils do not meet required density, Permacast is not responsible for settling or cracking in walls, columns, foundations. Ground conditions for the work, travel & staging zones must be of stable, dry and acceptable driving conditions for machines and vehicles to carry and maneuver with heavy material.
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17. Small surface holes caused by air bubbles ("bug holes"), normal concrete variations, normal form joint marks, minor chips, minor imperfections, surface finishes, minor waving, indentation, and exposed fibers will be considered acceptable. Bug holes that appear at the time of form removal that are larger than 1/2" in any direction and bug holes between 1/4" - 3/8" in width that occur in a highly concentrated area shall be filled. Normal concrete expansion and

contraction surface cracks that do not affect the structural integrity of the product will be considered acceptable. Precast products have inherent imperfections and are not an architectural finish product. Columns have smooth steel form finish, Plus hand float / trowel finish. Requirements exceeding this will incur additional costs.

18. All spaces between wall components are engineered to function as control joints which allow for the natural contraction and expansion of the various components in a controlled manner. Accordingly, these spaces will not be filled in. Space created in column keyways due to grade/elevation changes, i.e. "Stair Steps", will not be filled unless otherwise noted & agreed by Permacast.
19. Buyer is responsible to supply and pay for all concrete dumpsters prior to Permacast mobilization. If concrete dumpster is not available prior to crew departure, buyer assumes responsibility for debris left onsite.
20. A copy of the Notice of Commencement & any applicable permits must be included with the signed proposal. If a full set of site plans has not previously been provided, such plans must be provided to Permacast upon signed proposal.
21. Any retainage shall be paid to Permacast within 30 days of completion of Permacast's work.
22. Buyer hereby acknowledges and agrees that the price quoted does not include the cost of additional labor, materials or equipment that may be required due to conditions, hindrances, obstructions, or obstacles which may be encountered in the field resulting in the need, for hand-dug holes, drilling or destruction of rock, concrete, asphalt or buried debris, removal of fence, cutting/sawing through above and underground tree roots/stumps or a change in standard methodology of installation of the Permacast fence wall, all as determined by Permacast in its sole discretion, unless otherwise noted in Table A. Permacast agrees to make reasonable efforts to notify Buyer prior to the commencement of any such work, if possible. Buyer shall be solely responsible for any such additional costs.
23. Painting crew will not mobilize until the fence line is cleared so that painters can reasonably apply paint in a safe and professional manner. Specific Sherwin Williams paint codes and color themes must be provided to Permacast by Buyer. A minimum amount of overspray on any and all foliage, plants, shrubs and trees will be considered acceptable. Any additional landscaping that is installed after the wall is installed and before painting, will null and void the original paint price and require execution of a change order for additional time, preparation and/or hand-rolling.
24. If Buyer chooses integrally colored concrete, buyer agrees and understands that samples are for reference only and finished product appearances may vary. Permacast makes no claims or guarantees as to exactness of final hue and/or tint of color. Shade variations of cement, aggregates, plus variations in the volume of water, the addition of admixtures, and the differing day-to-day temperature and weather conditions can affect and cause hue and tint inconsistencies. Variations in finished color will be deemed acceptable.
25. If Buyer chooses not to paint, it is understood that certain material will have patching areas of darker discoloration, dunnage marks from shipping / handling, and Imperfections from a plant-run grey Portland concrete & non architectural product. Painting is always recommended.
26. This proposal includes standard employee wage rates based on a 40-hour work week.
27. Time is of the Essence (Owner / Buyer caused delays): Any Change in scope of work, deficient site readiness or access as determined by Permacast in its sole discretion, will be subject to additional costs to be borne by Buyer for downtime delays, standby time, or further need to remobilize personnel or equipment. If for any reason other than our own we are forced to leave the jobsite, there will be a remobilization charge per table A.
28. Permacast is not responsible for any delays or work stoppages caused by Buyer or other person or entity in commencing or completing Permacast's scope of work. Buyer agrees to indemnify and hold harmless Permacast for any delays that result in increased costs or expenses to Permacast. In the event any work stoppage if for any reason other than Permacast Walls LLC, responsibly on the subject project, regardless of duration, the pricing set forth herein shall be subject to reasonable adjustment based upon additional expenses incurred by Permacast and/or lost opportunities as a result of any such stoppages or delays in the subject project.
29. The pricing set forth in this contract remains valid for ninety days (90) days following execution of this contract. If buyer has not authorized Permacast to commence its work within ninety (90) days following execution of the contract, the pricing set herein is subject to reasonable adjustment based upon increased labor, shipping and/or material costs.
30. In the event of a material breach by buyer of any of its obligations under this Contract, including non-payment, Permacast shall be entitled to payment of its reasonable attorney's and paralegals' fees and costs by Buyer which are incurred before, during, and after any lawsuit is filed, in appellate proceedings, and in bankruptcy.
31. Any litigation or disputes between the parties related to this contract shall only be brought or maintained in Manatee County, Florida.
32. Buyer agrees to photography and/or video recording of wall line and surrounding landscape in view by Permacast for marketing purposes.
33. This proposal is based on Florida building code construction requirements for Wall Structures (Not Fences).
34. Final construction walkthrough inspection will be available after construction and paint application. It is Buyer's responsibility to be on site for project acceptance as Permacast completes its scope of work. Any outstanding items not provided and agreed upon during final walkthrough inspection will be subject to remobilization fees as noted in Table A.

"Table A" shows the number of occurrences for each of the listed services that are included in the above quoted price. If unforeseen work/services are necessary for the proper installation of the wall, then the price per occurrence is also listed in Table A and will be added as an addendum to this proposal.

**Table A**

Items included in proposal	Occurrences	Values if Occurrences Exceed Allowances	Details
Hand digging. Foundations deeper than 5' cannot safely be hand dug and therefore they will not be.	0	\$500.00	per foundation up to 24" in diameter
Spreading of spoils from foundation holes along wall line (approximate even spread, not exact grading.)	0	\$4.00	per linear foot
Non-standard length panels with extra foundations and columns. & Non-standard machinery needed due to utilities, cap rock, boulders, tree roots, or other.	0	\$500.00	per instance
Panel cuts for non-standard length panels or column cuts.	3	\$300.00	per cut
Sleeving: Foundation requires sleeving Per #9 of scope of services.	0	INCLUDED	per foundation up to 24" in diameter
Concrete pumping or conveying	0	INCLUDED	per hr (2 hr min.)
Site visits before installation per buyer's request.	1	\$2,000.00	Visit
Engineering / Pay APP Certification or other Site visit Inspections	0	\$1,000.00	Per Occurrence
Mobilization of installation crew	1	\$6,000.00	per mobilization
Mobilization of painting crew	1	\$3,000.00	per mobilization
Traffic control		Price available as needed	per day

**Terms:** ■ **33% Material / Stored materials deposit due upon acceptance of this proposal.**

■ **Progress payments for delivered material and installed wall due on invoice.**

■ **Balance due on completion.**

- **NOTE : Customer recognizes that the construction industry is currently experiencing price and availability volatility with regard to the materials & freight used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products or freight charged to Permacast in excess of five percent (5%) subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to Permacast. Permacast will submit written documentation of the increased charges to the Customer upon request.**

■ **An interest rate of 1.5% / month prorated will be applied to billings past due.**

I hereby agree to all specifications, terms, and conditions of this proposal for contract.

Sold by: Permacast LLC

Jason Downs

Date

Authorized by: \_\_\_\_\_

Signature

Date