

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2803.22A**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM PERMACAST WALLS FOR THE CONSTRUCTION OF A PRIVACY WALL ON MASSINI AND TERRACINA AVENUES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (“Town”) has identified the need to improve the security at the perimeter of Town; and

**WHEREAS**, the Town Council finds that compliance with the bid procedures set forth in the Town’s Code of Ordinances (“Code”) is impractical and not in the best interest of the Town; and

**WHEREAS**, the Town Council desires to engage Permacast Walls (“Contractor”) to perform construction services (“Services”) for the Project; and

**WHEREAS**, Contractor has presented the Town with a proposal, attached hereto as Exhibit “A” and incorporated herein by reference, (“Proposal”) to perform the Services; and

**WHEREAS**, the Town Council desires to authorize the Town Manager to enter into an agreement with the Contractor consistent with the Proposal; and

**WHEREAS**, the Town Council has determined that the Proposal is acceptable and will well serve the needs of the Town.

**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 and confirmed.

**Section 2. Proposal Approved.** The Town Council hereby approves of the Proposal.

**Section 3. Waiver of Competitive Bidding.** The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

**Section 5. Authorization.** The Town Manager is authorized to enter into an agreement with the Contractor that is consistent with the Proposal in an amount not to exceed \$360,000.00, subject to the approval of the Town Attorney as to form, content, and legality.

**Section 6. Final Resolution.** This Resolution supersedes Resolution No. 2803.22 passed and adopted on February 15, 2022.

**Section 7. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 15<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



## Estimate Summary

**Project Name:** Town of Golden Beach  
 Privacy Wall @ Massini Ave  
**Gross Area (GSF):** 820  
**Job Number:** F000xxx  
**Estimate Status:** Conceptual Estimate  
**Estimate Date:** 24-Sep-21  
**Addenda:** 0

Line No.	Bid Ticket	Trade Description	Current Estimate	Comments	Costs per Sqft
1	01A	General Conditions	\$ 104,650		\$ 127.62
2	01B	Testing/QC/Survey	\$ 11,695		\$ 14.26
3	04A	Masonry	\$ 533,000		\$ 650.00
4	09A	Stucco & Plaster	\$ 111,520		\$ 136.00
5	09K	Painting	\$ 15,744		\$ 19.20
6	26A	Electrical	\$ 9,800		\$ 11.95
7	31A	Earthwork	\$ 32,500		\$ 39.63
	31C	Dewatering	\$ -		\$ -
8	31D	Piling	\$ 265,140		\$ 323.34
	32A	Paving, Curbing & Signage	\$ -		\$ -
	32B	Pavers & Walks	\$ -		\$ -
	32C	Site Improvements / Furnishings	\$ -		\$ -
	32D	Landscape & Irrigation	\$ 55,000		\$ 67.07
10	40A	Civil Engineer	\$ 5,000		\$ 6.10
11	40B	Landscape Engineer	\$ 6,000		\$ 7.32
12	40C	Architect	\$ 20,000		\$ 24.39
13	40c	Structural	\$ 35,000		\$ 42.68
<b>SUBTOTAL</b>			<b>\$ 1,205,049</b>		<b>\$ 1,469.57</b>
Permits			By Owner		
		General Liability Insurance 0.330%	\$ 4,524		
		Builders Risk Insurance 0.350%	\$ 4,798		
		Performance Bond 1.280%	\$ 17,547		
		Contractor Contingency 4.000%	\$ 49,277		
		Construction Fee 7.000%	\$ 89,684		
<b>TOTAL PROJECT</b>			<b>\$ 1,370,879</b>		
<b>Cost Per GSF</b>			<b>\$ 1,671.80</b>		



September 1, 2021

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160

Attn: Ms. Lissett Rovira  
Director of Capital Improvement Projects

**RE: Geotechnical Engineering Report  
Massini Avenue Privacy Wall  
Golden Beach, FL  
Miami-Dade County  
TSF Project No.: 7111-21-320**

Dear Ms. Rovira:

TIERRA SOUTH FLORIDA, Inc. (TSF) has performed a geotechnical study for the proposed privacy wall in Massini Avenue, Golden Beach, Florida. The results of exploration program and subsequent geotechnical recommendations are presented in this report

If you have any questions or comments regarding this report, please contact our office at your earliest convenience.

Sincerely

***TIERRA SOUTH FLORIDA, INC.***

Raj Krishnasamy, P.E.  
President  
FL P.E. License No. 53567

N. Manoharan, Ph.D.  
Senior Specialist

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## **1.0 PROJECT DESCRIPTION**

The project will include installation of 8 feet high privacy wall along Massini Avenue in Golden Beach, Florida.

The purpose of this study was to provide geotechnical (i.e. soils and groundwater) input to the design team to assist in the foundation design.

## **2.0 SCOPE OF SERVICES**

The study was performed to explore the subsurface conditions at the wall location and provide geotechnical recommendations to guide the design. The following services were provided:

1. Performed a geotechnical field study that included five (5) Standard Penetration Test (SPT) borings to a depth of 30 feet below existing grades.
2. Visually classified and stratified the samples in the laboratory using the Unified Soil Classification System (USCS).
3. Prepared this formal engineering report, which summarizes the field and laboratory data generated, the subsurface conditions encountered and the geotechnical recommendations for the design.

These Geotechnical Services were performed in general accordance with FDOT Soils and Foundations Handbook.

### **3.0 FIELD EXPLORATION**

Subsurface conditions at the wall location were explored by SPT borings (5 borings to 30 feet deep). Approximate locations of the borings are presented in the Appendix. Boring locations were located in the field by TSF personnel using a handheld GPS system. The SPT borings were drilled using truck mounted drill rigs and mud rotary procedures. Samples of the in-place materials were obtained continuously in the upper 10 feet and at a 5-foot interval thereafter. The SPT sampling was performed in accordance ASTM D 1586. The soil samples were returned to our laboratory for classification by a geotechnical engineer.

### **4.0 SUBSURFACE CONDITIONS**

#### **4.1 Soil Boring Results**

The results of the soil test borings performed are presented in the Appendix. Subsurface conditions encountered in the borings generally consisted of sandy soils up to about 10 feet deep below existing grades underlain by layers of limestone and sandy soils. Soil stratification is based on a visual examination of the recovered soil samples coupled with interpretation of field boring logs by a geotechnical engineer. The stratification lines represent the approximate boundaries between soil types of significantly different engineering properties. The actual transition may be gradual. In some cases, small variations in properties not considered pertinent to our engineering evaluation may have been abbreviated or omitted for clarity.

Borings performed did not encounter unsuitable organic soils. However, based on our experience, unsuitable organic soils (peat) might be present at locations where it was not completely removed during previous construction.

#### **4.2 Groundwater**

The groundwater level was measured at the boring locations following termination of drilling. The groundwater table measured at each boring location is presented on the boring profiles in the Appendix.

Groundwater conditions will vary with low and high tide cycles, environmental variations and seasonal conditions, as well as man-made influences. Fluctuation should be anticipated. We recommend that the contractor determine the actual groundwater levels at the time of construction to determine groundwater impact on his construction procedure.

#### **4.3 Environmental Classification**

Since the site location is adjacent to the intracoastal waterway an extremely aggressive condition should be considered in the wall design.



## 5.0 EVALUATION AND RECOMMENDATIONS

### 5.1 Privacy Wall Foundation

Based on the subsurface conditions encountered in the borings, standard foundation design provided in FDOT Standard Plans for Road Construction Index 534-250 Perimeter Walls can be used in the design of proposed privacy wall foundations. The standard design includes various foundation options (30-inch diameter auger cast piles, T-footing and trench footing). A nominal wall height of 8 feet above finished grade has been considered in the standard design. For T-footings located at swale areas we recommend a minimum one foot of soil cover above the footing top. It should be noted that FDOT Standard Design for perimeter walls are not designed for vehicle impact loads.

If a special foundation design is required, then the following soil parameters may be used in the design:

Soil type: Sand  
Soil friction angle = 30 degrees  
Cohesion = 0  
Submerged unit weight = 50 pcf  
Assume design water level at grade (i.e. submerged soil condition)  
Subgrade modulus for pile lateral load analysis = 25 pci  
Allowable bearing capacity for shallow footings = 2,500 psf  
Coefficient of friction between footing and soil = 0.35  
(Sliding friction will not develop at footing bottom for uplift conditions).

For auger cast piles adjacent to sloping ground, include the portion of the pile with less than 2.5D soil cover (face-of-shaft to face-of-slope) in the unsupported length, and design the portion of the pile with more than 2.5D soil cover as though founded in level ground.

For T-and trench footing adjacent to sloping ground, ignore any passive resistance from sloping ground in front of the footing.

### 5.2 Foundation Construction

In general, the existing subsurface conditions encountered in the borings are suitable for supporting the proposed privacy wall after proper subgrade preparation. Site preparation should consist of normal clearing and grubbing followed by compactions of subgrade soils. Any buried organic and plastic soils, debris, or unsuitable fills encountered during construction, which are not shown on the boring profiles should be removed and replaced with clean, compacted, sandy soils. Underground utilities and foundation remnants, if any, should be removed within the area of the proposed construction. Buried pipes that will be abandoned should be filled with flowable fill.

Subgrade shall be compacted to at least 95 percent of maximum dry density (ASTM D 1557) to a depth of at least 12-inches below grade. Structural fill used to raise the site to structure bottom levels should consist of clean sand and/or sand and gravel, with a maximum of 12 percent passing the U.S. Standard No. 200 sieve. The structural fill should be placed in thin lifts (12-inch thick loose measure), near the optimum moisture content for compaction, and be compacted to at least 95 percent of maximum dry density (ASTM D 1557). Near existing structures and pools (within 50 feet), compaction operations should be performed in non-vibratory mode. Ground vibrations induced by the compaction operations should be closely monitored to assess if there is a potential impact on the existing structures. In restricted areas where a small compactor must be used and/or compaction to be performed in non-vibratory mode the lift thickness should be reduced to 6 inches.

Auger cast pile construction should be performed in accordance with Section 455 of the most recent copy of the FDOT Standard Specifications for Road and Bridge Construction.

The contractor should anticipate difficult foundation installation due to the presence of very dense to very loose soil conditions and limestone. The presence of difficult soil conditions may occur at varying depths below the ground. The contractor should anticipate potential cave-in of the soils and limestone, difficult auger cast pile installation, and difficult excavation conditions.

### **5.3 Monitor Existing Structures**

Vibration producing construction activities such as pile installation, sheet pile installation and extraction, drilled shaft casing installation and extraction, drilled shaft excavations, compaction with vibratory rollers can cause vibration and vibration induced settlement and damages to the adjacent structures. Hence, inspection and settlement and vibration monitoring of existing structures is recommended. Monitoring of existing structures should be performed in accordance with Section 108 of FDOT Standard Specifications for Road and Bridge Construction.

## 6.0 REPORT LIMITATIONS

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions, or recommendations made by others based on this data.

The scope of the investigation was intended to evaluate soil conditions within the influence zone of the foundations. The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the condition encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed structure.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.


## **APPENDIX**

Boring Location Plan and Soil Profiles



**BORINGS LOCATION PLAN**

⊕ Approximate Location of SPT Boring

DRAWN BY: <b>NG</b>  CHECKED BY: <b>KV</b>	APPROVED BY: <b>RK</b>  DATE: <b>8/30/2021</b>	ENGINEER OF RECORD: <b>RAJ KRISHNASAMY, P.E.</b> FLORIDA LICENSE NO.: <b>53567</b>	 <b>TIERRA SOUTH FLORIDA</b> <b>2765 VISTA PARKWAY, S-10</b> <b>WEST PALM BEACH, FL 33411</b>	SCALE: <b>NTS</b>	PROJECT NUMBER: <b>7111-21-320</b>	<b>BORING LOCATION PLAN</b>  <b>MASSINI AVENUE PRIVACY WALL</b>  <b>GOLDEN BEACH, FLORIDA</b>	Sheet: <b>1</b>
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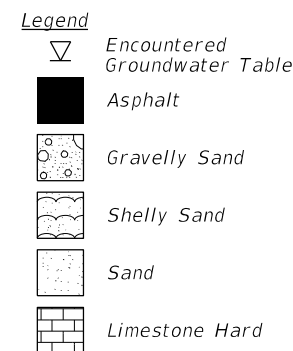
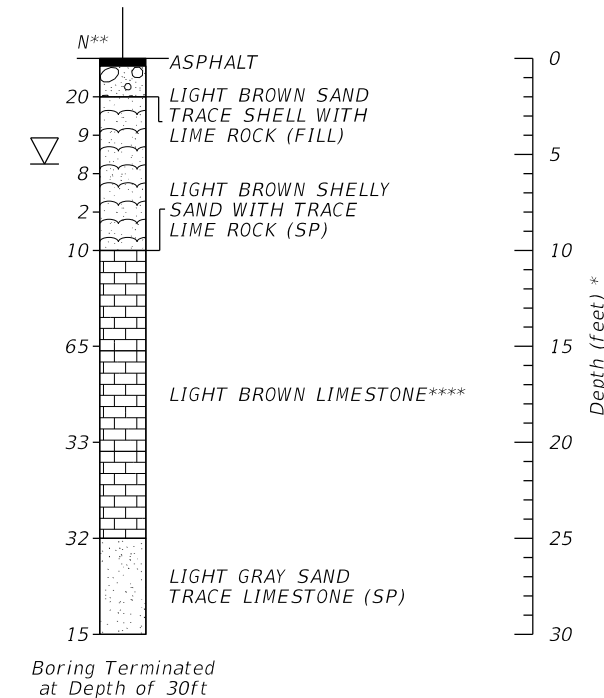
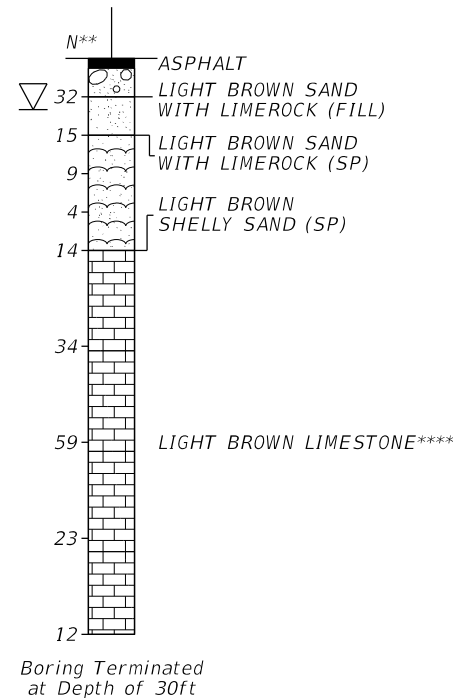
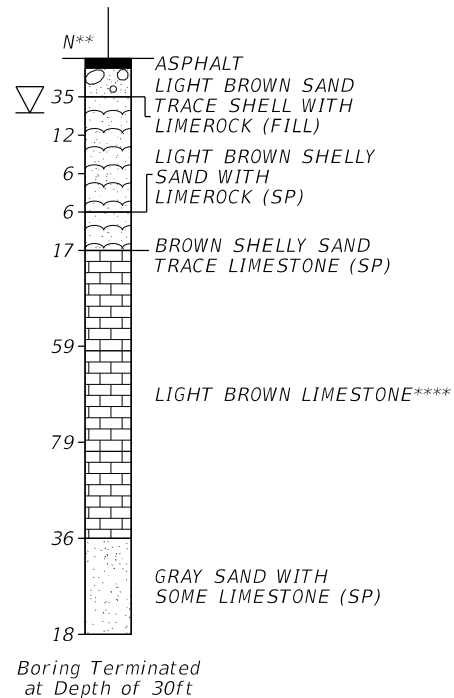
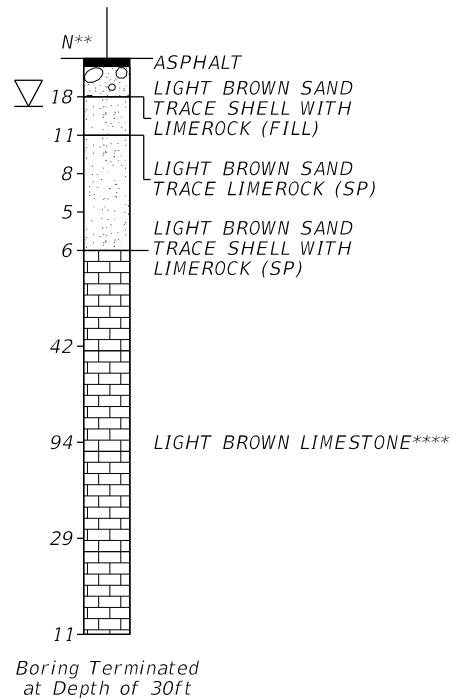
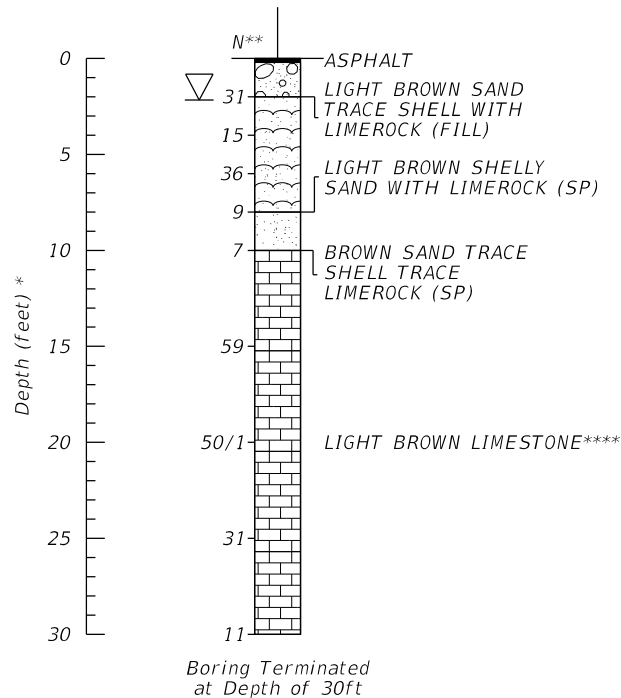
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BOR # B-5  
 DATE 8/18/2021  
 HAMMER Auto  
 RIG CME-55  
 \*\*\*LATITUDE 25.975162  
 \*\*\*LONGITUDE -80.119732



**NOTES**

\* DENOTES DEPTH IN FEET FROM EXISTING GROUND SURFACE

\*\* SPT N-VALUES SHOWN ABOVE WERE OBTAINED USING AUTOMATIC HAMMERS. GENERALLY DESIGN CORRELATIONS AND PROGRAMS USE SAFETY HAMMER N-VALUES. HENCE, THE ABOVE N-VALUES NEED TO BE MULTIPLIED BY 1.24 TO OBTAIN EQUIVALENT SAFETY HAMMER N-VALUES FOR DESIGN PURPOSE.

\*\*\* LATITUDE AND LONGITUDE ARE APPROXIMATE, BASED ON HANDHELD GPSMap GARMIN 78s. ACTUAL BORING LOCATIONS COULD VARY

\*\*\*\* THE LIMESTONE STRATA ENCOUNTERED WITHIN THE PROJECT SITE CORRESPOND TO ROCK FORMATION THAT TYPICALLY OFFER HIGH RESISTANCE TO EXCAVATION AND DRILLING. SPECIAL EQUIPMENT AND BREAKING TOOLS ARE TYPICALLY REQUIRED TO EXCAVATE AND DRILL WITHIN THESE LIMESTONE LAYERS. THESE LIMESTONE LAYERS ARE ALSO DIFFICULT TO DEWATER DUE TO ITS HIGH POROSITY AND PERMEABILITY.



**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  
 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') 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

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

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