

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 3011.25

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 AT TWEDDLE PARK AND AT THE WEST LOT ON THE STRAND AVENUE; 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 two critical locations in 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 \$180,875.00, subject to the approval of the Town Attorney as to form, content, and legality.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 20th day of May, 2025.



MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: May 20, 2025

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, *Alex B*
Town Manager

Subject: Resolution No. 3011.25 – Approving the construction of a
privacy wall at Tweddle Park and at the West Lot

Item Number:

6

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 3011.25 as presented.

Background:

As part of our ongoing efforts to enhance the security and aesthetic consistency of the Town, we are proposing the installation of precast walls at two critical locations:

- Tweddle Park (North Side)
- West Lot (South Side)

The installation of the walls at both of those locations will enhance security and maintain a uniform look in line with the walls installed at Massini and Terracina Avenues. The Town has obtain a quote from Permacast, the same vendor used for the Massini and Terracina Avenue wall projects. This approach ensures a consistent appearance and quality across our community's perimeter.

Fiscal Impact:

The Town solicited proposals from a variety of vendors and we are recommending that we accept the proposal from Permacast Walls. The cost for the scope of work as proposed by Permacast Walls is \$180,875.00. The funds will be allocated to the Re-Imagined Tweddle Park Project Budget Fund and the Roads and Streets Fund.



PERMACAST

The fastest delivery & installation of America's Best Walls.

We invite you to visit our plant and experience the production process of our precast concrete walls firsthand, gaining valuable insight into our manufacturing and quality control practices. Contact us for details or to schedule an appointment.

State License #: CBC 1256823

Project Name: Tweedle Park & The Strand
Project #: 5031

Proposal Number: 00002748
Quote Date: 2025-05-15 15:22:07
Expiration Date: 2025-11-15

Permacast, LLC Contact Information

Primary Contact: James Skattebo
Email: james@permacastwalls.com
Mobile: +1 9414152513

Contract Coordinator: Shannon Rhew
Email: shannon@permacastwalls.com
Phone: 888.977.9255
Mobile: 270.339.0593

Main Contact and Job Site Address

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

Job Site City: Golden Beach
Job Site State: FL

Billing Information

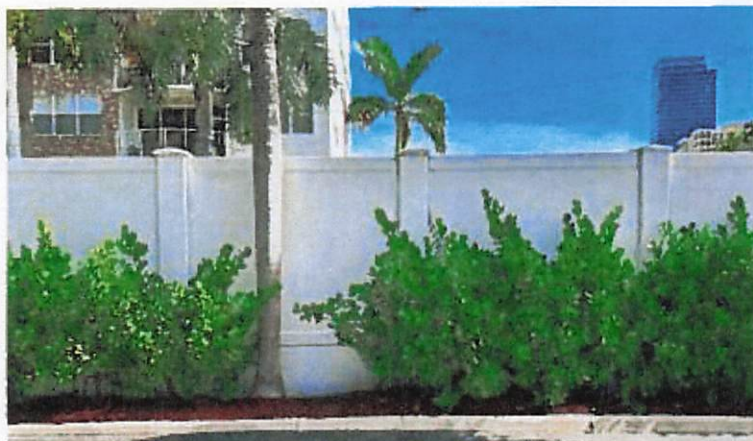
Bill To: Town of Golden Beach
100 Ocean Dr
Golden Beach, FL 33160

Project Line Items

Product Name	Description	Qty	Sales Price	Total Price
PermaWall 1.0 - 10'H	Furnish & Install 10'H PermaWall 1.0 (10' O.C.) Sand Finish (8' over 2'). Includes painting of the wall 1 color only. (Rolled application - applied on site after installation).	325.0	\$555.00	\$180,375.00
Column - 8.5x14	8.5"x14" Standard Columns included in wall LF price.	35.0	INCLUDED	INCLUDED
Cap - Standard	Standard Column Cap included in LF price.	35.0	INCLUDED	INCLUDED
Engineering Fee	Engineered Shop Drawings required for local building dept. permit approval	1.0	INCLUDED	INCLUDED
Permit Running Fee	Incurred costs of obtaining permit. Permit fees are "At Cost" to be charged via change order.	1.0	\$500.00	\$500.00
Concrete Pump Needed	Concrete pumping or conveying (4hr min.) - included in the project.	1.0	INCLUDED	INCLUDED
Sleeving - Custom	Sleeving required due to water intrusion/collapsing soils - included in LF price.	35.0	INCLUDED	INCLUDED
Special Equipment Rental	Job Specific Special Equipment Required - Soft digging required due to utility conflicts - included in the project.	1.0	INCLUDED	INCLUDED
Material Production Deposit	Material Production Deposit of 33% due prior to material fabrication. To be invoiced upon contract execution.	1.0	To be invoiced upon contract execution.	To be invoiced upon contract execution.

We guarantee to beat any competitor's price. Conditions apply. Excludes pricing from affiliated companies.

Quote Total \$180,875.00



Per LF base price is based on:

Wind Load	Exposure
165	D

Should the actual wind or exposure rating be determined or required higher than estimated, buyer is responsible for all associated cost differences.

Permacast Scope of Services

This Permacast Scope of Services ("Scope") to that certain Subcontract Agreement ("Subcontract Agreement") dated as of 2025-05-15 by and between Town of Golden Beach ("Buyer") and Permacast, LLC ("Permacast") provides the terms and conditions that apply to that certain Proposal 00002748 by and between Permacast and the Buyer and is effective as of {Date00002748 ("Effective Date")}.

1. Acceptance of this Proposal confirms that Permacast's Scope of Services is incorporated into the Final Agreement and takes precedence over conflicting terms.
2. No Line Item can be changed or removed without a mutually agreed Change Order. Cancellations incur a 50% termination fee. Any required modifications due to site conditions will result in additional charges.
3. Permacast is not responsible for site preparation. Buyer must set stakes every 50 LF, mark bottom of wall elevations, and ensure minimum 25' clear, stable access to all wall locations the entire length of wall suitable for semi and concrete truck traffic required for install.
4. Standard machinery includes Telehandler and Skid Steer only. Heavy equipment, concrete pumping, or traffic control is not included and will be charged separately.
5. Buyer must remove all trees, roots, underground utilities, and obstructions along the wall line. Permacast is not liable for unmarked damage.
6. Foundation Sleeving or rock excavation is not included. If required due to poor soil or groundwater, additional fees apply. Dewatering is Buyer's responsibility.
7. Drainage materials like geo fabric, rock, or sand are not included. Buyer ensures soil compaction meets 2,000 p.s.f. and 95% compaction requirements.
8. Proposal includes one mobilization for installation and one for painting. Additional mobilizations cost may apply.
9. Engineering fees cover base design only. Any required revisions or additional work will be an extra charge.
10. Surface imperfections like bug holes, minor cracks, and color variations are acceptable per industry standards. Buyer understands that precast concrete is not an architectural finish product.
11. Expansion joints between wall components will not be filled unless explicitly agreed upon.
12. Buyer must provide a concrete dumpster before mobilization. Any excess debris left on-site is Buyer's responsibility.
13. Retainage must be paid within 30 days of project completion.
14. Buyer is responsible for all additional costs resulting from unexpected site conditions, such as hand-digging, drilling, or obstruction removal.
15. Painting crew requires 5 feet of clear space (walls 10'H and under) or 15 feet (walls over 10'H). Overspray on surrounding vegetation is acceptable.
16. If Buyer declines painting, natural concrete may have patches, discoloration, and handling marks.
17. Site delays, remobilization, and downtime caused by Buyer or others will result in extra costs.
18. Permacast may photograph the project for marketing purposes unless Buyer revokes permission in writing.
19. Final walkthrough required. Any issues must be noted at completion, or additional fees apply for remobilization.
20. Permacast is not liable for delays caused by Force Majeure events (e.g., weather, government actions, material shortages, labor strikes, etc.).
21. Buyer indemnifies Permacast against damages, fines, and legal claims resulting from Buyer's negligence or contract violations.
22. Permacast is not liable for indirect, incidental, or consequential damages. Liability is limited to the fees paid by Buyer.
23. Any additional fees (e.g., safety training, background checks, taxes, bonds, job site access fees) will be billed via Change Order.
24. Standard warranty is one (1) year. Warranty claims will be addressed within 72 hours, with corrective action scheduled as needed.
25. Buyer and Permacast are independent contractors; neither is responsible for the other's employees or obligations.

Terms:

- A Material Production Deposit is due upon execution of the scope. 33% for standard material or 50% for custom material.
- Progress payments for delivered material and installed Wall due on invoice.
- Balance due on completion of the Project.
 - NOTE : Buyer recognizes that the construction industry is currently experiencing price and availability volatility with regard to the materials and freight costs. Because of market fluctuations, material and freight costs 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 subsequent to the Effective Date, Permacast may increase the cost of the Proposal without the need for a written Change Order or amendment to the Agreement. Buyer agrees to such price increase.
 - An interest rate of 3% per month, prorated, will be applied to past due amounts.

IN WITNESS WHEREOF, the parties hereto have executed this Scope as of the Effective Date

Permacast, LLC

By: Shannon Rhew
Signature ID: BQGMGPBCQ9..
Name: Shannon Rhew
Title: Contract Coordinator
Date: 6-16-25

Buyer

By: [Signature]
Name: GLENN SINGER
Title: Mayor
Date: JUNE 16, 2025

Permacast & Precast Wall Systems are under common ownership. Bids are submitted independently and disclosed here for transparency.