



## **TOWN OF GOLDEN BEACH**

100 Ocean Boulevard  
Golden Beach, FL 33160

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**Official Agenda for the January 20, 2026  
Regular Town Council Meeting called for 6:00 P.M.**

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**Zoom Room Meeting ID: 871 9419 3045    Password: 337491**

**For Dial In Only: Call 305.224.1968   Meeting ID: 871 9419 3045**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, JANUARY 20, 2026.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS/TOWN PROCLAMATIONS**

RECOGNITION OF DETECTIVE PETE VILA BY THE DRUG ENFORCEMENT AGENCY

RECOGNITION OF TOWN MANAGER ALEXANDER DIAZ FOR 25 YEARS OF SERVICE IN THE INTERNATIONAL CITY MANAGER'S ASSOCIATION (ICMA)

**E. MOTION TO SET THE AGENDA**

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/ AND CHANGES TO AGENDA

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. COUNCIL COMMENTS**

**I. TOWN MANAGER REPORT**

- Film Permit Fees Collected During the 2025 Calendar Year
- Ocean Boulevard Zone One Agreements

**J. TOWN ATTORNEY REPORT**

None

#### **K. ORDINANCES - FIRST READING**

None

#### **L. ORDINANCES – SECOND READING**

- 1. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town's Code or Ordinances, Chapter 24, Article II "Retirement" Amending the Definitions of the Town's Pension Plan.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS"; SECTION 24-41 "DEFERRED RETIREMENT OPTION PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Ordinance No. 614.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 614.25

#### **M. QUASI JUDICIAL RESOLUTIONS**

- 2. A Resolution of the Town Council Approving Variance Requests for the Property Located at 334 South Parkway Seeking Relief from Encroachment of the Dock into the Side Setbacks and Outside the D-5 Triangle.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 334 SOUTH PARKWAY, GOLDEN BEACH, FLORIDA 33160; TO PERMIT THE DOCK TO BE CONSTRUCTED 9'-6" FROM THE SOUTH PROPERTY LINE AND 9'-2" FROM THE NORTH PROPERTY LINE, WHERE A MINIMUM 10' SETBACK IS REQUIRED, AND TO PERMIT THE DOCK TO EXTEND OUTSIDE THE TOWN'S D-5 TRIANGLE WHERE THE CODE REQUIRES THAT THE DOCK REMAIN WITHIN THE D-5 TRIANGLE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 3048.26

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3048.26

#### **N. MAJOR PROJECTS UPDATE**

- Wellness Center
- CCTV
- Other Projects
- Townwide Curbs & Gutter Improvements

#### **O. CONSENT AGENDA**

- 3. Official Minutes of the November 18, 2025 Regular Town Council Meeting**
- 4. A Resolution of the Town Council Approving the Purchase and Equipping of Two Vehicles for the Public Works Department.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF TWO FORD F-150 VEHICLES FOR THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 3049.26

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3049.26

#### **P. TOWN RESOLUTIONS**

- 5. A Resolution of the Town Council Approving the Issuance of a Request for Proposals (RFP) for the Design, Procurement and Installation of Playground Equipment for Re-Imagined Tweddle Park.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE DESIGN, PROCUREMENT AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR THE RE-IMAGINED TWEDDLE PARK; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 3050.26

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3050.26

**6. A Resolution of the Town Council Approving the Issuance of a Request for Proposals (RFP) for the Design, Equipment Procurement, Installation and Ongoing Maintenance of Gym Equipment for the Town's Wellness Center.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE DESIGN, EQUIPMENT PROCUREMENT, INSTALLATION AND ONGOING MAINTENANCE OF GYM EQUIPMENT FOR THE TOWN'S WELLNESS CENTER; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 3051.26

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3051.26

**7. A Resolution of the Town Council Authorizing and Approving Rolling Change Orders to the Contract with John Bell Construction, Inc. for the Town Wellness Center Project**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING ROLLING CHANGE ORDERS TO THE WELLNESS CENTER CONSTRUCTION AGREEMENT WITH JOHN BELL CONSTRUCTION, INC. FOR THE TOWN WELLNESS CENTER PROJECT; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 3052.26

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3052.26

**Q. DISCUSSION & DIRECTION TO TOWN MANAGER**



Mayor Glenn Singer:  
None

Vice Mayor Judy Lusskin:  
None

Councilmember Kenneth Bernstein:  
• Scooters

Councilmember Bernard Einstein:  
• Safety Concerns at the Strand Avenue and Ocean Boulevard Crosswalk

Councilmember Jessie Mendal:  
None Requested

Town Manager Alexander Diaz  
None Requested

## **R. ADJOURNMENT:**

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### **DECORUM:**

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL. 33160


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### MEMORANDUM

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**Date:** January 8, 2026

**To:** Alexander Diaz  
Town Manager

**From:** Patricia Bocio   
Executive Assistant

**Subject:** Film Permit Fees Collected



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I am submitting a report of Film Permit Fees collected for Calendar Year 2025.

As per Ordinance 535.09 Sec. 15-16(e):

Within sixty (60) days of the expiration of a calendar year, the Town Manager shall submit to the Town Council a report detailing all Film Production that took place in the Town during the preceding calendar year. Such report shall include, without limitation, the name of each Permittee to whom a permit was issued and the amount of permit fees collected.

I have attached a report based on fees collected since January 1, 2025..

## Film Permits CY2025

Date(s)	Name/Production Co.	Address	Type of Film Production	Fees Collected
January 16	Kristen Bowman Productions Inc.	355 Ocean Blvd	Stills Photos	\$1,200.00
February 4	SEQS	615 Ocean Blvd	Photoshoot	\$1,600.00
February 11	Portfolio One Inc.	355 Ocean Blvd	Stills and Video	\$2,500.00
February 12	Kathi Z Inc.	615 Ocean Blvd	Stills and Video	\$1,600.00
February 26	Crawford & Company Productions	155 Ocean Blvd	Stills	\$1,200.00
April 7	Little Bear Inc.	335 Ocean Blvd	Stills	\$1,200.00
April 16	AP Studio Inc.	615 Ocean Blvd	Stills	\$1,600.00
April 28	Watkin, LLC.	155 Ocean Blvd	Stills	\$1,200.00
May 22	Select Services	615 Ocean Blvd	Stills	\$2,500.00
August 19	Dogma Visual LLC.	155 Ocean Blvd	Video	\$2,500.00
November 18 & 19	We Own The City	155 Ocean Blvd	Commercial	\$3,000.00
December 12	Kathi Z Inc.	155 Ocean Blvd	Stills	\$1,600.00
<b>TOTAL</b>				<b>\$21,700.00</b>



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,   
Town Manager

**Subject:** Ordinance No. 614.25 – Amending Code, Chapter 24, Section 24- Amending Chapter 24, “Personnel,” Article II, “Retirement,” Division 1, “General Employees” By Amending The Town of Golden Beach Employees Pension Plan at Section 24-31 “Definitions” and Section 24-41 Deferred retirement option plan.

Item Number:

1

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 614.25 as presented.

### **Background:**

The Town maintains a retirement benefit plan for its employees, which is known as the Town of Golden Beach Employees Pension Plan (the “Plan”), and which is codified in Chapter 24 of the Town’s Code of Ordinances. The Town Council and its employees desire to modify the Plan by changing the calculation of average monthly earnings for those vested employees who elect to participate in the Deferred Retirement Option Plan (DROP) by September 30, 2026. More specifically, those vested members who enter DROP between October 1, 2025 and September 30, 2026 shall have their average monthly earnings calculated using their highest single year of earnings or projected current-year earnings for the year, whichever amount is higher. This change is designed to capture employees who elect to participate in the DROP during a limited period ending on September 30, 2026.

This Ordinance amends the Code to effectuate this proposed change to the Plan.

### **Fiscal Impact:**

An actuarial impact statement is being prepared by the Plan’s Actuary, Southern Actuarial Services. Before the second reading, the impact statement will be disseminated for review.

**TOWN OF GOLDEN BEACH, FLORIDA**

**ORDINANCE NO. 614.25**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS"; SECTION 24-41 "DEFERRED RETIREMENT OPTION PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida ("Town Council") has established the Town of Golden Beach Employees Pension Plan (the "Plan") for members of the Plan as defined in Section 24-31 of the Town's Code of Ordinances ("Members"); and

**WHEREAS**, the Town Council desires to change the method of calculating average monthly earnings for vested Members who elect to participate in the Deferred Retirement Option Plan ("DROP") on or before September 30, 2026 ~~December 31, 2025~~ by basing it on the highest single year of service or their projected current-year earnings, whichever amount is higher; and

**WHEREAS**, to accomplish the pension goal of changing the method of calculating average monthly earnings for those electing to participate in DROP on or before September 30, 2026 ~~December 31, 2025~~, it is necessary to adopt an ordinance amending the Plan as set forth in Chapter 24, Article II of the Town Manager's Code of Ordinances; and

**WHEREAS**, the Town Council finds that adopting this Ordinance is in the best interest of the Town of Golden Beach, Florida (the "Town").

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, HEREBY ORDAINS AS FOLLOWS:<sup>1</sup>**

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<sup>1</sup>Additions to existing code text are shown by underline; deletions from existing code text are shown by ~~striketrough~~. Changes between first and second reading are indicated with **highlight**.

**Section 1. Recitals Adopted.** Each of the above recitals is hereby adopted and incorporated as if fully set forth in this Section.

**Section 2. Code Amended.** That Section 24-31 “Definitions” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

Sec. 24-31. - Definitions.

As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

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*Average Monthly Earnings* for a Member hired on or after October 1, 2009 means one thirty-sixth of Earnings of a Member during the three years of employment, within the last ten years of employment, which is greater than the total during any other three years during said ten-year period. For a Member hired prior to October 1, 2009 who had not retired as of June 17, 2025, Average Monthly Earnings means one twelfth of Earnings of a Member during the highest year of employment, within the last ten years of employment, which is greater than the total during any other one year during said ten-year period. For a vested Member who elects to enter DROP between October 1, 2025 through September 30, 2026 December 31, 2025, Average Monthly Earnings means one twelfth of Earnings of a Member during the highest year of employment or their projected current-year earnings, whichever calculation is greater. However, any member of the Plan who was eligible to retire and who retired prior to October 1, 2021, had his or her retirement benefits calculated on the basis of five years of employment and one-sixtieth of Earnings, within the last ten years of employment, which is greater than the total during any other five years during said ten-year period; provided that if a Member was employed for fewer than five years, such average was taken over the period of actual employment.

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*Projected current-year-earnings* for a vested Member electing DROP participation between October 1, 2025 through September 30, 2026 December 31, 2025 means projected Earnings for the entirety of the current fiscal year.

**Section 3. Code Amended.** That Section 24-41 “Deferred retirement option plan” of Division 1 “General Employees” of Article II “Retirement” of the Town Code is hereby amended to read as follows:

A deferred retirement option plan ("DROP") is established for eligible members on October 1, 2023, as follows.

- (1) Eligibility and participation.
  - a. Effective October 1, 2023, a member who reaches Normal Retirement while actively employed by the town shall be eligible to participate in the DROP, and such member's

retirement benefit shall be calculated in accordance with section 24-33(a)(1) (normal retirement benefit).

- b. Effective October 1, 2025, a member who is vested, as that term is defined in section 24-33, while actively employed by the town and elects to participate in the DROP between October 1, 2025 and September 30, 2026 December 31, 2025, such member's retirement benefit shall be calculated in accordance with section 24-33, except that their Average Monthly Earnings shall mean one twelfth of Earnings of the member during their highest year of employment or their projected current-year earnings, whichever amount is greater.
- b. c. Effective October 1, 2023, a member who reaches his Early Retirement Date while actively employed by the town shall be eligible to participate in the DROP, and such member's retirement benefit shall be calculated in accordance with section 24-33(b)(1) (early retirement benefit).
- e. d. A member's election to participate in the DROP shall be in writing on a form approved by the Town and provided by the board, and shall be irrevocable. As a condition of participating in the DROP, the member must agree to terminate town employment at the end of the DROP participation period (or such earlier date the member elects to terminate participation in the DROP) and to submit an irrevocable, unconditional letter of resignation stating this prior to entering the DROP. The DROP election form and letter of resignation must be submitted to the board and the town at least 45 days prior to the date the member begins participating in the DROP. The aforementioned conditions concerning irrevocability and the 45 days notice shall not apply to a member who elects DROP in accordance with subsection (b) above.
- d. e. The maximum DROP participation period is 36 months for general employee members and 60 months for police officer members. A member may terminate DROP participation prior to the end of the maximum DROP period by providing notice to the town in accordance with the town's personnel rules and regulations, but in such event town employment will terminate on the same day DROP participation ends.

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**Section 4. Repealer.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Codification.** That it is the intention of the Town Council, and hereby ordained, that the provisions of the Ordinance shall become and be made a part of the Code of the Town of Golden Beach; that the sections of this Ordinance may be re-

numbered and/or re-lettered to accomplish such intentions; and that the word, "Ordinance," shall be changed to "Section" or such other appropriate word.

**Section 7. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

The Motion to adopt the foregoing Ordinance 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 Jessie Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

**PASSED AND ADOPTED** on first reading this 18<sup>th</sup> day of November, 2025.

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Jessie Mendal	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** on second reading this 20<sup>th</sup> day of January 2026.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN

## IMPACT STATEMENT FOR ORDINANCE NO. 614.25

### **PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR**

I have enclosed a copy of Ordinance No. 614.25 of the Town of Golden Beach, which ordinance makes the following changes to the plan effective upon the second reading of the ordinance:

*Participants who choose to enter the Deferred Retirement Option Plan (DROP) during the period October 1, 2025 through September 30, 2026 will have their pension benefit calculated based on their current or projected one-year average earnings, whichever is higher, and the irrevocability and 45-day advance notice provisions of the DROP are waived with respect to such participants.*

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the proposed ordinances. In addition, the described plan changes meet the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

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*Chair, Board of Trustees*

### **PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY**

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance No. 614.25 based on the results of the October 1, 2024 actuarial valuation, except that I have assumed 100% retirement at normal retirement age for the Town Clerk, 100% retirement upon early retirement eligibility for general employees, and that all service-connected disabilities for police officers will be catastrophic. The ordinance is expected to increase the annual contribution required from the Town by **2.76%** of payroll. For the 2025/26 fiscal year, the increase in annual cost is estimated to be \$41,334 assuming monthly employer contributions.

The following table sets forth the required disclosures in connection with the plan changes which have been described above:



*Retirement Plan for the Employees of the Town of Golden Beach*  
*Impact Statement for Ordinance No. 614.25 (continued)*

	As of October 1, 2024 (Old Plan Provisions, including Ordinances 607.25, 609.25, and 610.25)	As of October 1, 2024 (New Plan Provisions)
Present value of future expected benefit payments:		
for active participants		
<i>retirement benefits</i>	\$ 21,314,252	\$ 21,592,565
<i>termination benefits</i>	384,955	384,955
<i>disability benefits</i>	1,317,417	1,317,417
<i>death benefits</i>	132,557	132,557
<i>return of contributions</i>	117,027	117,027
<i>sub-total</i>	<u>\$ 23,266,208</u>	<u>\$ 23,544,521</u>
for terminated vested participants	\$ 72,545	\$ 72,545
for retired participants and beneficiaries		
<i>retired (other than disab.) &amp; benef.</i>	\$ 6,537,521	\$ 6,537,521
<i>disabled retirees</i>	671,319	671,319
<i>sub-total</i>	<u>\$ 7,208,840</u>	<u>\$ 7,208,840</u>
total	<u>\$ 30,547,593</u>	<u>\$ 30,825,906</u>
Entry age normal accrued liability:		
for active participants	\$ 15,118,699	\$ 15,266,637
for terminated vested participants	\$ 72,545	\$ 72,545
for retired participants and beneficiaries		
<i>retired (other than disab.) &amp; benef.</i>	\$ 6,537,521	\$ 6,537,521
<i>disabled retirees</i>	671,319	671,319
<i>sub-total</i>	<u>\$ 7,208,840</u>	<u>\$ 7,208,840</u>
total	<u>\$ 22,400,084</u>	<u>\$ 22,548,022</u>
Actuarial value of assets	(16,465,663)	(16,465,663)
Unfunded accrued liability	<u>\$ 5,934,421</u>	<u>\$ 6,082,359</u>
Actuarial present value of accrued benefits	\$ 20,609,101	\$ 20,726,914
Present value of active participants':		
Future salaries	\$ 36,992,061	\$ 37,797,999
Future contributions	\$ 1,686,586	\$ 1,714,794
Present value of future contributions from the employer (excluding expenses)	\$ 12,395,344	\$ 12,645,449
Total annual compensation (2025/26 FY)	\$ 4,315,442	\$ 4,109,945
Minimum required contribution (2025/26 FY):		
Annual normal cost (incl. expenses)	\$ 1,076,900	\$ 1,098,967
Unfunded liability payment	371,784	386,964
Interest adjustment *	67,406	71,493
Total	<u>\$ 1,516,090</u>	<u>\$ 1,557,424</u>
As a percentage of payroll	<b>35.13%</b>	<b>37.89%</b>

\* based on monthly employer contributions



This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

*Charles T. Carr*

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Charles T. Carr, A.S.A.  
Consulting Actuary  
Enrolled Actuary No. 23-04927

*1-16-16*

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Date signed







# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

2

**Subject:** Resolution No. 3048.26 – Variance Request for 334 South Parkway, Golden Beach, FL 33160 (Seeking relief from encroachment of the dock and moored vessel into the side setbacks and outside the D-5 triangle).

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### **Recommendation:**

It is recommended that the Town Council allow the applicant the opportunity to seek approval of the variance request presented in Resolution No. 3048.26

### **Background and History:**

The applicant is requesting three variances from Town Code Sections 46-55 and 46-87(a) & (b).

The first variance request seeks approval to allow a vessel to be moored a minimum of 2 feet from the south property line and 11 inches from the north property line, where a minimum setback of 10 feet from each property line is required.

The second variance request seeks approval to allow the dock to be constructed 9 feet 6 inches from the south property line and 9 feet 2 inches from the north property line, where a minimum setback of 10 feet is required.

The third variance request seeks approval to allow the dock and vessel to extend outside the Town's D-5 triangle, whereas the Town Code requires that both remain within the D-5 triangle.

The Building Regulation Advisory Board considered the variance requests at its meeting on December 9, 2025. A motion to recommend approval was made; the motion failed by a vote of 4–0.

### **Attachments:**

- Resolution
- Zoning Review – Staff Report
- Notice of Hearing
- Building Regulation Advisory Board Application
- Copy of resident notification listing
- Summary minutes

**Financial Impact:** None

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 3048.26**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 334 SOUTH PARKWAY, GOLDEN BEACH, FLORIDA 33160; TO PERMIT THE DOCK TO BE CONSTRUCTED 9'-6" FROM THE SOUTH PROPERTY LINE AND 9'-2" FROM THE NORTH PROPERTY LINE, WHERE A MINIMUM 10' SETBACK IS REQUIRED, AND TO PERMIT THE DOCK TO EXTEND OUTSIDE THE TOWN'S D-5 TRIANGLE WHERE THE CODE REQUIRES THAT THE DOCK REMAIN WITHIN THE D-5 TRIANGLE.**

**WHEREAS**, the applicant, Jill Aronsky Fischer Trs. ("the applicant"), filed a Petition for Variances/exceptions, 1). Sec. 46-87. - Proximity of lot lines. (a) No part of any dock or any other structure shall be placed nearer than ten feet to a line formed by the projection of the sidelines of the lot, and 2) 46-87 (b) No portion of a dock, boat lift, hydrohoist or any other method of elevation, mooring piles, boat davits, dolphin piles or any other structure, and no portion of a boat elevated above the water moored at a dock or seawall, shall protrude into the waterway, unless it is within the triangle formed by connecting the points indicated below, that form a triangle where the waterfront property line is the base of the triangle and the triangle sides extend towards the waterway at a 45 degree angle until the lines intersect on the waterway side of the lot, but never to exceed 25 feet into the waterway from each of the lot property line. Neither elevated boats nor docks shall encroach in any instance within the side setback area. The base of the triangle shall be determined as follows:(1) The base of the D5 triangle for all lots is set back five feet inside each of the side property lines.(2) When the lot line is curved, the base shall be measured at the straight line, forming the chord, connecting the two

side property lines (or the two side setback lines) at the point where they cross the seawall. The side setback shall be determined based upon the length of the chord as provided in this subsection, above; and

**WHEREAS**, the Town Council approved the applicant's request to allow the dock to be constructed 9'-6" from the south property line and 9'-2" from the north property line, when 10' are required, and to permit the dock to extend outside the D-5 triangle, when the dock should be within the D-5 triangle; and

**WHEREAS**, these variances and exceptions are for the property at 334 South Parkway, Golden Beach, FL. 33160 (Golden Beach Section "E", Lot 37, Block G, as recorded in PB 8-122, of the Public Records of Miami-Dade County, (Folio No. 19-1235-005-0640 (the "Property")); and

**WHEREAS**, the Town's Building Regulation Advisory Board held an advertised public hearing on the Petition for Variance/Exception and recommended denial of the vessel and dock encroachments by the Town Council; and

**WHEREAS**, a public hearing of the Town Council was advertised and held, as required by law, and all interested parties were given an opportunity to be heard; and

**WHEREAS**, the Town Council, having considered the evidence presented, finds that the Petition of Variance meets the criteria of the applicable codes and ordinances to the extent the application is granted herein.

**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. Approval.** The Petition for Variance to permit each of the requested variances/exceptions is hereby granted.

**Section 3. Conditions.** The Petition for Exception/Variance as granted is subject to the following conditions:

(1) Applicant shall record a certified copy of this Resolution in the public records of Miami-Dade County; and the construction shall be completed substantially in accordance with those certain plan pages S1 through S7 by Adolfo Gonzalez, P.E., dated 7/9/2025, for the property located at 334 South Parkway, Golden Beach, FL. 33160

**Section 4. Implementation.** That the Building and Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Town of Golden Beach Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this Resolution. A copy of this Resolution shall be attached to the building permit application documents.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

Sponsored by **Town Administration.**

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 20<sup>th</sup> day of January, 2026.

ATTEST:

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# TOWN OF GOLDEN BEACH

## BUILDING AND ZONING DEPARTMENT

### MEMORANDUM

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**TO:** Building Regulatory Advisory Board

**FROM:** Christopher M. Gratz, AICP, Consulting Planner

**DATE:** December 9<sup>th</sup>, 2025

**SUBJECT:** Mooring and Dock Variances, 334 South Parkway

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#### GENERAL PROPERTY INFORMATION

**Land Use Designation:** Low Density Residential

**Zoning District:** Zone Three (3)

**Address:** 334 South Parkway

**Legal Description:** Lot 37, Block "G", Section "E" of Golden Beach, According to the Plat thereof, as recorded in Plat Book 8, Page 122 of the Public Records of Miami-Dade County.

**Lot Information:** Under-sized lot, 45' waterway frontage by 175' deep, 10,475.5 square feet (0.24 acres)

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#### APPLICATION INFORMATION

**Owner:** Jill Aronsky Fischer Trust and The JF Descendants Trust

**Applicant:** Kirk Lofgren, Ocean Consulting, LLC

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#### REQUEST

Variance #1 **FROM:** Town Code §46-55 which requires that vessels, floating docks, or other structures that are moored or installed at a dock or seawall: (2) shall maintain a setback of at least ten feet from the waterward projection of the side property lines, and (3) shall be maintained entirely within the established setback;

**TO:** allow vessel to be moored a minimum of two (2) feet from the south and 11 inches from the north property lines when a minimum of 10 feet is required;

Variance #2 **FROM:** Town Code §46-87 (a) which requires that no part of any dock or any other structure shall be placed nearer than ten feet to a line formed by the projection of the sidelines of the lot;

**TO:** allow a new dock to be constructed 9'-6" from the south and 9'-2" from the north property lines;

Variance #3 **FROM:** Town Code §46-87(b) (aka D5 Triangle) which requires that no portion of a dock, boat lift, hydrohoist or any other method of elevation, mooring piles, boat davits, dolphin piles or any other structure, and no portion of a boat elevated above the water moored at a dock or seawall, shall protrude into the waterway, unless it is within the triangle formed by connecting the points indicated below, that form a triangle where the waterfront property line is the base of the triangle and the triangle sides extend towards the waterway at a 45 degree angle until the lines intersect on the waterway side of the lot, but never to exceed 25 feet into the waterway from each of the lot property line. Neither elevated boats nor docks shall encroach in any instance within the side setback area;

**TO:** to allow a new dock to be constructed within the D5 triangle and a boat moored within in it.

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### HISTORY

The property contains a 5,316 sq. ft. 2-story home constructed in 2011 according to the Miami-Dade County Property Appraiser. The property was sold in 2023 and Town Code §46-86 requires that the seawall be raised to meet current requirements. The existing dock and seawall were permitted and constructed not in compliance with the Town Code in 2010, but meeting Miami-Dade County DERM requirements.

On November 11<sup>th</sup>, 2025, the Town Manager approved an encroachment of the seawall into the waterway by 1'-4", pursuant to Ordinance 605.24, which allows an encroaching legal non-conforming seawall and supporting structures to be repaired, reconstructed or replaced in its current location so long as the location does not pose a threat to navigation as determined by the Town Manager or his designee.

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### APPLICATION DETAILS

Title to the property was transferred and the Town Code requires the seawall be raised to meet the height requirement and the dock has to be replaced to do the construction. Upon making the application it was found the records show the seawall and dock were permitted when the design was not compliance with the Town Code, but meets Miami-Dade County DERM requirements. The waterfront frontage of the lot is only 45' and curved on the Grand Canal with 150' of right-of-way; the owner's wish to moor a 40' vessel and rebuild the dock and raise the seawall in its current location.

The applicant is proposing to:

- Remove the existing concrete dock, decking, piles, and accessories.
- Leave the seawall in place with an encroachment of 1'-4" and raise it to the required 4.425' NAVD
- Construct a new concrete dock in the footprint of the previous one, setback 9'-6" from the south and 9'-2" from the north property lines and within the D5 Triangle
- Moor a 40' vessel two (2) feet from the south and 11 inches from the north property lines in the required 10' side setbacks and D5 Triangle

## ANALYSIS

### DIVISION 2. - VARIANCES

#### **§66-41. - Authorized, general procedure.**

(a) The Building Regulation Advisory Board may recommend pursuant to the hearing as provided in §66-42 the granting of a Variance by the Town Council from the terms of the zoning provision of this chapter if it is not contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to recommend any Variance from the terms of this chapter, the Board shall find the following:

- (1) The Variance is in fact a Variance from a zoning regulation as set forth within this chapter.

***The request is for variances from zoning regulations.***

- (2) Special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same district.

***This property is in Zone 3 and the Town's requirements are applicable to all properties.***

- (3) The special conditions and circumstances do not result from the actions of the applicant.

***The variance requests are a direct result of the applicant's desire to leave the existing seawall in place and construct a dock in the previous location.***

- (4) Granting the Variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands or structures in the same district.

***The granting of the variance directly confers special privileges to the owner others do not have.***

- (5) Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of zoning regulations and would work unnecessary and undue hardship on the applicant.

***No evidence has been presented that an undue hardship would be incurred by rebuilding the dock in the correct location or not being able to moor a 40' vessel.***

- (6) The Variance granted is the minimum Variance that will make possible the reasonable use of the land or structure.

***The requested is variance minimum the applicant needs to avoid reconstructing the seawall in the correct location and elevation. No evidence has been presented that making the seawall comply with the Town Code is not possible or moor smaller vessel.***

(7) The granting of the Variance will be in harmony with the general intent and purpose of this chapter and the Variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

***The intent of the Town Code is to promote the construction of luxury homes; consistency in the placement of seawalls is an inherent quality of a luxury home community. Nothing that is proposed presents an apparent detriment to the public; the navigability of the waterway will not be compromised and 40' vessel fits within the property lines.***

(b) In recommending the granting of any Variance, the Building Regulation Advisory Board may prescribe appropriate conditions and safeguards in conformity with this Code. Violation of the conditions and safeguards, when made a part of the terms under which the Variance is granted, shall be deemed a violation of the Code of Ordinances. The Building Regulation Advisory Board may prescribe a reasonable time limit wherein the Construction of the structure subject to the Variance is required to be completed.

***No conditions are recommended.***

(c) Under no circumstances shall the Building Regulation Advisory Board recommend the granting of a Variance or a use not generally permitted in the district involved or any use expressly or by implication prohibited by the terms of this Code in the district. No nonconforming use of neighboring lands, structures or buildings in the same district and no permitted use of lands, structures or buildings in other districts shall be considered grounds for a Variance.

***The request is not for a use variance.***

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#### RECOMMENDATION

The applicant has failed to provide any substantial competent evidence to support the request and fails to meet the criteria required by the Town Code for the granting of a variance; therefore **denial** of the application is recommended.



## TOWN OF GOLDEN BEACH NOTICE OF PUBLIC HEARING

The **BUILDING ADVISORY BOARD** and the **TOWN COUNCIL** of the **TOWN OF GOLDEN BEACH** will hold a public hearing on the following proposal:

3 Variance Request(s)  
Accessory Structures

Construction of dock, seawall, and cap.

1. Relief from Town Code §46-55 which requires that vessels, floating docks, or other structures that are moored or installed at a dock or seawall: (2) shall maintain a setback of at least ten feet from the waterward projection of the side property lines, and (3) shall be maintained entirely within the established setback;

TO: allow vessel to be moored a minimum of two (2) feet from the south and 11 inches from the north property lines when a minimum of 10 feet is required;

2. Relief from Town Code §46-87 (a) which requires that no part of any dock or any other structure shall be placed nearer than ten feet to a line formed by the projection of the sidelines of the lot;

TO: allow a new dock to be constructed 9'-6" from the south and 9'-2" from the north property lines;

3. Relief from Town Code §46-87(b) (aka D5 Triangle) which requires that no portion of a dock, boat lift, hydrohoist or any other method of elevation, mooring piles, boat davits, dolphin piles or any other structure, and no portion of a boat elevated above the water moored at a dock or seawall, shall protrude into the waterway, unless it is within the triangle formed by connecting the points indicated below, that form a triangle where the waterfront property line is the base of the triangle and the triangle sides extend towards the waterway at a 45 degree angle until the lines intersect on the waterway side of the lot, but never to exceed 25 feet into the waterway from each of the lot property line. Neither elevated boats nor docks shall encroach in any instance within the side setback area;

TO: to allow a new dock to be constructed within the D5 triangle and a boat moored within in it.

JOB ADDRESS:	334 South Parkway, Golden Beach, FL, 33160
OWNER ADDRESS:	334 South Parkway, Golden Beach, FL, 33160
REQUESTED BY:	Jill Aronsky Fischer Trs The JF Descendants Trust
LEGAL DESCRIPTION:	Lot 37 & Blk G, GB Sect E, PB 8-122
FOLIO NO.:	19-1235-005-0640

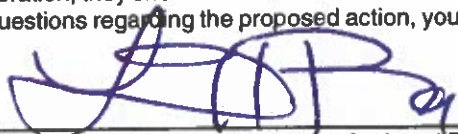
The **BUILDING ADVISORY BOARD** will consider this item:

Golden Beach Town Hall  
100 Ocean Blvd.  
Golden Beach, FL 33160  
<https://us02web.zoom.us/j/89291108015?pwd=NS8rWnJhN21mSUdlcmFadHErei8yZz09>  
Meeting ID: 892 9110 8015  
Passcode: 752288  
December 9, 2025 at 6pm

The **TOWN COUNCIL** will consider this item:

Golden Beach Town Hall  
100 Ocean Blvd., 3<sup>rd</sup> floor  
Golden Beach, FL 33160  
January 20, 2026 at 6pm -check the website for zoom meeting information

If you wish to submit written comments for consideration, they should be submitted to the Office of the Golden Beach Town Manager, prior to the scheduled meeting. If you have any questions regarding the proposed action, you may contact the Building Department at (305) 932-0744.

  
\_\_\_\_\_  
Lissett Rovira for Linda Epperson, Assistant Town Manager

Dated: November 21, 2025

ALAN A BEHAR &W CINDY  
354 GOLDEN BEACH DR  
Golden Beach, FL 33160-2243

STEVEN BLOCK TRS  
140 SOUTH COLUMBIA AVE  
COLUMBUS, OH 43209

SOLOMON YAGUDAEV &W IRENE  
363 GOLDEN BEACH DR  
Golden Beach, FL 33160-2225

ALICE K SCHLOSS TR  
4525 NO PARK  
INDIANAPOLIS, IN 46205

ALAN BENENSON  
HELEN GAY BENENSON  
304 S PARKWAY  
Golden Beach, FL 33160-2220

ALEJANDRO D ARAUJO &  
PATRICIA DE GREGORIO  
367 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160-2225

JEAN JACQUES MYARA  
DEBORAH MYARA  
342 SOUTH PARKWAY  
GOLDEN BEACH, FL 33160 USA

LAS PRINCESAS CORP  
296 SOUTH PARKWAY  
GOLDEN BEACH, FL 33160 USA

DAVID M LAZARUS TRS  
373 CENTER ISLAND LAND TR  
JEFFREY M PERLOW TRS  
20295 NE 29 PL 200  
AVENTURA, FL 33180

GEORGE RAIS &W KAREN  
338 S PARKWAY  
GOLDEN BEACH, FL 33160-2220

NEW PALMS 515 LLC  
20900 NE 30 AVE 200 27  
AVENTURA, FL 33180

ARIEL KADOCH  
SOPHIA KADOACH  
375 GOLDEN BEACH  
GOLDEN BEACH, FL 33160-2225

JILL ARONSKY FISCHER TRS  
THE JF DESCENDANTS TRUST  
334 S PARKWAY  
GOLDEN BEACH, FL 33160 USA

HUNTER GARY  
SHANA GARY  
SHANA GARY TRS  
SHANA GARY RESIDENCE TR  
RANIKA COHEN TRS  
301 CENTER ISLAND DR  
GOLDEN BEACH, FL 33160

ALLEGRO ACQUISTIIONS CORP  
343 CENTER ISLAND DR  
GOLDEN BEACH, FL 33160-2201 USA

VIVIAN NIREMBERG  
330 S PARKWAY  
GOLDEN BEACH, FL 33160 USA

ALEXANDRE LUIZ M DO AMARAL  
309 CENTER ISLAND DR  
GOLDEN BEACH, FL 33160

TRIPLE THREE GB LLC  
8 THE GREEN STE B  
DOVER, DE 19901 USA

LCM18 SOLUTIONS LLC  
326 S PARKWAY  
GOLDEN BEACH, FL 33160 USA

DALE NEWBERG  
RICHARD NEWBERG  
333 GOLDEN BEACH DR  
Golden Beach, FL 33160-2225

BEACH DREAM PROPERTIES LLC  
325 CENTER ISLAND DR  
GOLDEN BEACH, FL 33160 USA

CHRISTIAN MASCIATI TRS  
THE MASCIATTI FAMILY REVOCABLE TR  
OKSANA MASCIATTI TRS  
322 S PARKWAY  
GOLDEN BEACH, FL 33160 USA

LB GOLDEN BEACH LLC  
2711 CENTERVILLE RD 400  
WILMINGTON, DE 19808 USA

TRINITY GLOBAL INVESTMENT CORP  
19380 COLLINS AVE 1120  
SUNNY ISLES BEACH, FL 33160 USA

RICHARD GINSBURG  
LAINIE GINSBURG  
318 SOUTH PARKWAY  
GOLDEN BEACH, FL 33160 USA

ROBERTO ZINN  
HILDA ZINN  
351 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160-2225

ALLEGRETTO HOLDINGS LLC  
5150 TAMiami TRAIL NORTH 302  
NAPLES, FL 34103 USA

IONATHAN BRIEF  
PO BOX 800008  
AVENTURA, FL 33280 USA

BERNARD MOTOLA  
MIRIAM D MOTOLA  
355 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160 USA

ALLEGRO ACQUISITIONS CORPORATION  
349 CENTER ISLAND DR  
GOLDEN BEACH, FL 33160 USA

FRANCO & MARIA BARDUCCI  
363 CENTER ISLAND  
GOLDEN BEACH, FL 33160-2201

ELIAS SACAL COHEN  
369 CENTER ISLAND DR  
GOLDEN BEACH, FL 33160

LEVY CASA 18 LLC  
2626 CASTILLA ISLE  
FORT LAUDERDALE, FL 33301

PHISTER COMPANY INC  
999 PONCE DE LEON BLVD STE 1020  
CORAL GABLES, FL 33134-3063

MOSHE MANOAH , NAVA MANOAH  
364 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160

DALE NEWBERG , RICHARD NEWBERG  
333 GOLDEN BEACH DR  
AVENTURA, FL 33160

368 GB LLC  
18201 COLLINS AVE 4404  
SUNNY ISLES BEACH, FL 33160

MINDY HARDOON  
271 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160-2224

CENTER ISLAND LLC  
393 CENTER ISLAND DR  
GOLDEN BEACH, FL 33160

DAVID BITTAN OBADIA  
BECKY SHEERO DE BITTAN  
259 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160

EDWARD ELENSON TRS  
EDWARD AND DEBRA ELENSON JOINT  
REVOCABLE TRUST  
DEBRA ELENSON TRS  
276 S PARKWAY  
GOLDEN BEACH, FL 33160

DAVID RABBANI TRS  
JRD REVOCABLE TRUST  
3694 NE 195 LN  
AVENTURA, FL 33180

DAVID HARRAR & W SUSAN  
300 S PARKWAY  
GOLDEN BEACH, FL 33160-2220

JASON RUBIN  
268 S PARKWAY  
GOLDEN BEACH, FL 33160

JODI MACKEN TRS  
JODI MACKEN REV TRUST AGMT  
449 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160

ARIEL BROMBERG  
ESTHER BROMBERG  
285 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160

IRWIN FRIEDMAN  
NORA FRIEDMAN  
299 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160

OMRI PAPO  
MICHELLE DENISSE PAPO  
277 GOLDEN BEACH DR  
GOLDEN BEACH, FL 33160

## **TOWN OF GOLDEN BEACH BUILDING REGULATORY ADVISORY BOARD APPLICATION and REVIEW PROCEDURE**

Thank you for applying to the Building Advisory Board for approval of your project. Below is a brief guideline on how the application review process works and what can be expected. The attached application form contains additional guidelines and information pertinent to your submittal. Please follow all directions contained within the application prior to submitting your package to our office:

### **Submittal**

Submit your completed application package to the Town by the required deadlines which are available on the Town's website at [www.goldenbeach.us](http://www.goldenbeach.us).

Upon receipt of your application and within the first week after you submit, the Town's zoning and landscape reviewers will perform their first review. Following their review you will receive reports for an approval or comments requesting additional information and/or needed corrections to your plans and/or your application.

### **Reports**

Two basic types of reports can be issued under a zoning and landscape review; the first report that may be issued will list code deficiencies, if any, as the zoning and landscape reviewer sees them in relationship to the Town's current Zoning Code, the report for zoning will be entitled "Planning and Zoning Comments". This process will continue each time updated information is received and until all issues have been addressed.

After all deficiencies have been addressed and the zoning and Landscape reviewers do not find any deficiencies then a second report will be issued entitled "Town of Golden Beach – Community Development Memorandum" this report is the clearance memorandum to allow the item to move forward and be placed on the Agenda for possible approval by the Board. You will receive two separate reports one from zoning and one from landscaping.

### **Deadlines - Agenda Placement**

A positive review prior to the meeting is required in order for your application to be placed on the Agenda. As with all applications sufficient time is needed by the Town's reviewers and staff for processing prior to the item moving forward for placement on the Agenda.

Your application will require a satisfactory review within the seven days prior to the scheduled meeting in order to be placed on the Agenda. If a satisfactory recommendation is not received within the time period specified, then the application will be tabled to the next Building Advisory Board meeting in the next month, pending approval of the application. Building Advisory Board meetings are scheduled for the Second Tuesday of each month pending quorum. All notifications will be sent via email on the progress of your application and the Board's ability to meet.

### **Special Note**

Simple applications might not receive comment sheets and will move directly to a "Town of Golden Beach – Community Development Memorandum" mentioned in the previous paragraph allowing the item to be placed on the Agenda to be heard by the Board.

### **Notice**

If submittals have been inactive for 90 days or more, they will automatically be placed on inactive status and new submittals will be required.



**TOWN OF GOLDEN BEACH**  
**APPLICATION FOR**  
**BUILDING REGULATION ADVISORY BOARD MEETING/HEARING**

Property Location: 334 South Parkway

Meeting Date: \_\_\_\_\_

Variance Hearing Dates: Advisory Board \_\_\_\_\_

Town Council \_\_\_\_\_

APPROVAL FROM THE BUILDING REGULATION ADVISORY BOARD IS REQUIRED FOR:

- A. Plans for new residence
- B. Plans for addition to or exterior alterations of an existing structure.
- C. Additional structures on premises of existing residences
- D. Review of landscape plan for new construction, renovation or addition to existing residence.
- E. Recommendation to Town Council for the approval or denial of variances and special exceptions.
- F. Recommendation to Town Council for interpretation regarding apparent conflicts or inconsistencies in the zoning provisions in Chapters 46 & 66

**APPLICATION HEARING PROCESS**

**Building Approval:**

Applicant shall submit 2 completed packages for review and approval. Each package shall consist of an application, survey, warranty deed and drawings as required. The plans shall be sized as follows: 2 sets 11" x 17" and 1 USB/ flash drive containing everything submitted hard copy (including application). This is separate from the landscaping plan submittal.

**Landscape Approval - Separate Submittal from the Building Submittal** Applicant shall submit 2 complete packages for review and approval. Each package shall consist of an application, existing landscape and tree disposition survey, proposed site plan and landscape plans as required. The plans shall be sized as follows: 2 set 11 x 17, and 1 USB/ flash drive containing everything submitted hard copy (including application).

**Zoning Variance Approval:**

Submittal for a zoning variance: submit 2 complete packages for approval: each package shall consist of an application, survey, warranty deed and drawings are required. The plans shall be sized as follows: 2 sets 11" x 17" and 1 USB/ flash drive containing everything submitted hard copy (including application).

**Final Submittal Requirement:**

Eight days prior to the meeting and after all approvals have been obtained. The applicant shall submit for the Board's approval an additional 4 completed application packages, for both Building and Landscaping, which shall consist of a copy of the completed application, approved plans 4 sets 11 x 17 of the approved building and landscape applications, a survey, warranty deed, any other required documentation by the reviewer, and USB/ flash drive containing everything submitted hard copy (including application).

The Building Regulation Advisory Board (B.R.A.B.) meets at 6:00 P. M. on the second Tuesday of every month. Applications must be submitted 40 days, prior to scheduled.

Any variances required must be heard and approved by the Town Council after the Building Regulation Advisory Board has considered the item. The Variance will be heard by the Town Council, in the following month, (on the third Tuesday), after the Building Regulation Advisory Board's action, at the Town Council's regularly scheduled meeting.

**\*\*NOTICE\*\***

**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. PLEASE MAKE SURE THAT YOU, THE APPLICANT, HAVE CHECKED AND MARKED ALL THE REQUIREMENTS OF THE APPLICATION. IF SUBMITTALS HAVE BEEN INACTIVE FOR 90 DAYS OR MORE, THEY WILL AUTOMATICALLY PLACED ON INACTIVE STATUS AND NEW SUBMITTALS WILL BE REQUIRED.**

**TOWN OF GOLDEN BEACH APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING**

1. The application deadline date will be adhered to. No application will be accepted after the date and time specified.
2. The Building Department will review the application package. If it is determined that the application is incomplete, the item will not be accepted and returned to the applicant for correction.
3. During the Forty Day (40) period from the deadline date to the hearing date the following events shall take place in proper order:
  - a) During the first week upon submittal, the zoning and landscape reviewers, or the Town's designated agent will review the application and complete a comment sheet specifying all deficiencies for correction which will be emailed to you the applicant/agent of record.
  - b) Corrections for any deficiencies must be submitted within 15 days of the scheduled meeting/hearing date. Corrections not approved or received for a scheduled Agenda item will be deferred to the next B.R.A.B. meeting/hearing date.
  - c) All applicants shall be made aware that incomplete applications or deficiencies not corrected in time as per these regulations, will not be included on the agenda, and are hereby rejected, and will be returned to the applicant.
  - d) Upon receipt of a Staff Recommendation report approving the project the balance of the applications with plans and documents, need to be submitted to the Building Department for distribution to the Board Members and Staff. The Building Dept. shall retain all originals for the records. At that time the applicant's request will be placed on the Agenda for approval by the B.R.A.B. Board Members.
4. After approval of the item by the Board, You will also need to retain a copy of the BRAB approved application package with the minutes for submission at the time of the permit application. Make sure to request a copy of the minutes on the 3rd Tuesday of the following month of your approval.
5. If a Variance: A Notice of Hearing for variance will be mailed no later than 10 days before the date of meeting, as per Town Code.
6. Variance have a two step process: The Building Advisory Board is a recommendation Board to the Town Council – The Town Council is the ultimate authority on Granting or Denial of Variance requests. The Town council will hear your requests for the Variance at the next hearing, it is at that Hearing that the Town Council will either approve or deny your requests. Someone needs to be present at the meeting. The Town Council meetings are held every 3rd Tuesday of every month.
7. After approval of the item by the Board, The Resolutions approving your variance will need to be prepared and you will be notified when they are ready to be picked up and get recorded with the Miami Dade County Clerk's recording office. You will need to forward us a Certified copy of recorded Resolutions and retain a copy for your records.
8. Required for permitting: A copy of the Certified copy of recorded Resolutions and BRAB approved application package along with the minutes.

**TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD  
SCHEDULE OF FEES**

Appropriate fee shall be paid at time of application you will be charged for each item included in the plans. These fees are not refundable.

<u>Type of request</u>	<u>Fee</u>	<u>Qty</u>
1. New single-family residence- per submittal and resubmittal	\$700.00	_____
2. Addition/Remodel of existing structure- per submittal and resubmittal	\$225.00	_____
3. Accessory Building (Cabana, Pergola, or Gazebo) - per submittal and resubmittal	\$150.00	_____
4. Pools, Spas and Water Features - per submittal and resubmittal	\$100.00	_____
5. Fencing, site walls, driveways, pool decks - for each item per submittal and resubmittal	\$150.00	_____
6. Seawalls and docks - for each item, per submittal and resubmittal	\$200.00	_____
7. Boat Lift- per submittal and resubmittal	\$100.00	_____
8. Landscape plan review is required for new construction, addition and remodeling projects (submit plans with site plan elevations separate from the building plan approval package).	\$300.00	_____
9. Resubmissions, based on original fee paid	75.0%	_____
10. Zoning Variances and special exceptions, per variance or exception:		
a. First variance/ exception. ....	\$750.00	_____
b. Per additional variance/exception, for the same initial variance (example: request for a dock, affecting two different codes	\$200.00	_____
c. When a variance is granted, the property owner, at his expense, shall have the resolution for the variance recorded in the public records of Miami-Dade county, and two (2) certified copies of the recorded resolution shall be submitted to the Town for inclusion into the property records		
d. If the Town Council grants a variance, a building permit must be secured within two years of the approval date or the variance will become null and void		
11. Request to the Board for verification of any section of the Zoning Code,		
For each Section to be verified	\$100.00	_____

**TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD  
SCHEDULE OF FEES**

12. Application for the legalization of construction built without the approval of the B.R.A.B., when the Board should have approved such construction, will be assessed a fee equal to four (4) times the regular fee applicable to the matter.

13. Special Requests for a meeting, variance, or waiver of plat hearing:

- a. For matters that have been heard, but the process had not been completed, i.e., tabled subjects, or unfinished subjects to be continued, the applicant must notify the Building & Zoning Department in writing if they would like the item continued

If the notification is received by the Department before the deadline for the next B.R.A.B. meeting, there will be no charge for the continuance. If the notification is received after the deadline, and the applicant still wants the matter included in the agenda for the next meeting, there will be a special fee of

\$200.00 \_\_\_\_\_

- b. If the agenda has already been prepared and the applicant wants the matter to be heard, the request must be received in writing to be added to the agenda at the beginning of the meeting with the approval of the Building Official or Building & Zoning Director. There will be a special fee of

\$200.00 \_\_\_\_\_

- c. When a special meeting or hearing of the B.R.A.B. is requested by an applicant, for either a new matter or continuance of a subject already heard, there will be a special fee for a 2 hour time period of

\$500.00 \_\_\_\_\_

If the time limit is exceeded, an additional fee of ½ of the fee will be assessed for the second time period

\$250.00 \_\_\_\_\_

TOWN OF GOLDEN BEACH  
APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING

Applicant check here	Complete application, sign, and notarize.	Bldg Dept Use
<input type="checkbox"/>	If a zoning variance is applied for, the petition for variance, pages 9, 10 and 11 shall be submitted with the application and shall include: a. Property Legal Description b. Property Folio number c. Street address d. Owners of record e. Owner and agent names and signatures properly notarized.	
<input type="checkbox"/>	Initial submittal as directed on page one; surveys, building plans, Warranty Deeds, and applications, After Zoning approval is issued completed sets are to be submitted 8 days prior to the meeting date as follows: Eight (8) copies 11" x 17". The same amount of copies are required for a variance. Each completed package shall consist of 1 each of an application, survey, Warranty Deed and building plans. Submit 1 USB with all documents included	
<input type="checkbox"/>	Conceptual construction drawings prepared and signed by a licensed design professional that shall include, at a minimum, the following: a. Site plan at a scale not less than 1/8" = 1'-0" (Include grade elevations) b. Proposed Floor Plan views, at a scale not less than 1/4"=1'-0" c. Cross and longitudinal sections preferably through vaulted areas, if any. d. Typical exterior wall cross section. e. Full elevations showing flat roof and roof ridge height and any other higher projections. f. Sample board of construction materials to be used. g. Existing and proposed ground floor elevations (NGVD). h. Grading & Drainage Calculations i. Zone 3 Properties: Affidavit of Seawall Conformity	
<input type="checkbox"/>	Landscaping Plan, separate from building plan package, prepared and signed by a licensed landscape design professional: The same amount of copies as outlined in the Building plan submittal. Each completed package shall consist of 1 each of an application, existing landscape survey, Warranty Deed, landscape plans with building site plans. Mark USB accordingly (separate from building)	
<input type="checkbox"/>	First Floor and Second Floor area calculations marking the geometrical areas used to calculate the overall floor areas.	
<input type="checkbox"/>	Colored rendering showing new construction or proposed addition. Marked with the applicable address.	
<input type="checkbox"/>	Estimated cost of proposed work. For additions/remodels fair market value of property showing land value and structure value separately.	
<input type="checkbox"/>	Site plan detailing construction site personnel parking.	

TOWN OF GOLDEN BEACH  
APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING

Application fee: \_\_\_\_\_

Request hearing in reference to:

New residence/addition: \_\_\_\_\_ Variance(s): \_\_\_\_\_  
Exterior alterations: \_\_\_\_\_ Other Structure: \_\_\_\_\_  
Date application filed: \_\_\_\_\_ For hearing date: \_\_\_\_\_

1. Project information:

Project description: Installation of a new concrete seawall cap overpour to a top elevation of 4.425' NAVD and supported by batter piles, and replace the existing previously permitted concrete dock in substantially in the same footprint as the existing.

Legal Description: GOLDEN BEACH SEC E PB 8-122 LOT 37 BLK G LOT SIZE 59.860 X 175 OR 19151-1035 05 2000 1 COC 25519-3450 03 2007 1

Folio #: 19-1235- 005-0640

Address of Property: 334 South Parkway, Golden Beach, Florida 33160

2. Is a variance(s) required: Yes ☒ No ☐ How Many? <sup>2+</sup> \_\_\_\_\_  
(If yes, please submit variance application form for each request).

Owner's Name: The JF Descendants Trust c/o Jill Aronsky Fischer, Trustee Phone 914-960-6964 Fax \_\_\_\_\_

Owner's address: 334 South Parkway City/State Golden Beach, Florida Zip 33160

Email address: jfischer23@gmail.com

Agent: Kirk Lofgren of Ocean Consulting, LLC Phone 305-921-9344 Fax \_\_\_\_\_

Agent's address: 359 Alcazar Ave, Suite 200 City/State Coral Gables, Florida Zip 33134

Email address: kirk@oceanconsultingfl.com

Architect: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email address: \_\_\_\_\_

Contractor: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

3. Describe project and/ or reason for hearing request: The Variance is being requested for the portion of the project that proposes to replace the existing, previously permitted concrete dock in substantially the same footprint as the existing. A Variance is required for the encroachment of the dock into the Golden Beach Triangle (§46-87(b)), for the 10' min. side setbacks of the dock (§46-87(a)) and to moor a vessel closer than 10', Town Code §46-55.
4. The following information is submitted for assisting in review:

Building Plans:

Conceptual: ☐ Preliminary: ☐ Final: ☐  
Other: \_\_\_\_\_

5. Estimated cost of work: \$ 100,000.00  
Estimated market value of: Land \$ \_\_\_\_\_  
Building \$ \_\_\_\_\_

(Note: If estimated cost of work is 40% of the market value of the building an independent appraisal is required).

TOWN OF GOLDEN BEACH  
APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING

6. Is hearing being requested as a result of a Notice of Violation? No
7. Are there any structures on the property that will be demolished? Yes
8. Does legal description conform to plat? Yes
9. Owner Certification: I hereby certify that I am the owner of record (\*) of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge.

Signature of owner(s): *Jim Fusch*

Acknowledged before me this 21<sup>st</sup> day of October, 2025

Type of identification:

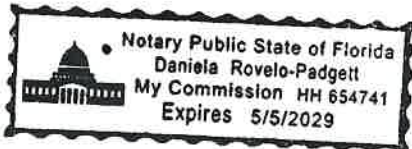
NY Drivers License

*Daniela Rovelo-Padgett*  
Notary Public

Owner/Power of Attorney Affidavit:



I, being duly sworn, depose and say I am the owner (\*) of the property described in this application and that I am aware of the nature and request for: seawall improvements and replacing the existing previously permitted concrete dock in substantially the same footprint as the existing. relative to my property and I am hereby authorizing Kirk Lofgren of Ocean Consulting, LLC to be my legal representative before the Building Regulation Advisory Board and Town Council.



*Jim Fusch*  
Signature of owner(s)

Acknowledged before me this 21<sup>st</sup> day of October, 2025

Type of identification:

NY Drivers License

*Daniela Rovelo-Padgett*  
Notary Public

(\*) If owner of record is a corporation then the president with corporate seal, the president and the secretary (without corporate seal), or duly authorized agent for the corporation may execute the application, proof that the corporation is a corporation in good standing.

TOWN OF GOLDEN BEACH  
APPLICATION FOR  
BUILDING REGULATION ADVISORY BOARD HEARING

Property Address: 334 South Parkway, Golden Beach, Florida 33160

Legal Description: GOLDEN BEACH SEC E PB 8-122 LOT 37 BLK G LOT SIZE 59.860 X 175 OR 19151-1035 05 2000 1 COC 25519-3450 03 2007 1

Owner's Name: The JF Descendants Trust c/o Jill Aronsky Fischer, Trustee Phone 914-960-6964 Fax \_\_\_\_\_

Agent's Name: Kirk Lofgren Phone 305-921-9344 Fax \_\_\_\_\_

Board Meeting of: \_\_\_\_\_

- NOTE: 1. **Incomplete applications will not be processed.**  
2. Applicant and/or architect must be present at meeting.

Application for: Seawall improvements and replacing the existing previously permitted concrete dock in substantially the same footprint as the existing.

Lot size: 10,475.5 Sq.Ft

Lot area: 6,079 Sq.Ft

Frontage: \_\_\_\_\_

Construction Zone: \_\_\_\_\_

Front setback: \_\_\_\_\_

Side setback: \_\_\_\_\_

Rear setback: \_\_\_\_\_

Coastal Construction: Yes ☒ No ☐ East of coastal const. control line: Yes ☐ No ☒

State Road A1A frontage: \_\_\_\_\_

Swimming pool: ☐ Yes ☐ No Existing: \_\_\_\_\_ Proposed: \_\_\_\_\_

Fence Type: \_\_\_\_\_ Existing: \_\_\_\_\_ Proposed: \_\_\_\_\_

Finished Floor elevation N.G.V.D.: \_\_\_\_\_

Seawall: Yes \_\_\_\_\_ Existing: 2.46' NAVD Proposed: 4.425' NAVD

Lot Drainage: \_\_\_\_\_

How will rainwater be disposed of on site? \_\_\_\_\_

Adjacent use (s): \_\_\_\_\_

Impervious area: \_\_\_\_\_

% of impervious area: \_\_\_\_\_

Existing ground floor livable area square footage: \_\_\_\_\_

Proposed ground floor livable area square footage: \_\_\_\_\_

Existing 2<sup>nd</sup> floor livable area square footage: \_\_\_\_\_

Proposed 2<sup>nd</sup> floor livable area square footage: \_\_\_\_\_

Proposed % of 2<sup>nd</sup> floor over ground floor: \_\_\_\_\_

Vaulted area square footage: \_\_\_\_\_

Vaulted height: \_\_\_\_\_

Color of main structure: \_\_\_\_\_

Color of trim: \_\_\_\_\_

Color & material of roof: \_\_\_\_\_

Building height (above finished floor elevation): \_\_\_\_\_

Swale: (Mandatory 10'-0" from edge of payment, 10 ft. wide x 1 ft. deep minimum): \_\_\_\_\_

Existing trees in Lot: \_\_\_\_\_ in Swale: \_\_\_\_\_

Proposed trees in Lot: \_\_\_\_\_ in Swale: \_\_\_\_\_

Number & type of shrubs: \_\_\_\_\_

Garage Type: \_\_\_\_\_ Existing: \_\_\_\_\_ Proposed: \_\_\_\_\_

Driveway width & type: \_\_\_\_\_



Date: 10-15-25



TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD  
APPLICATION FOR  
PETITION FOR VARIANCE

Date: \_\_\_\_\_

Fee: \_\_\_\_\_

I, The JF Descendants Trust c/o Jill Aronsky Fischer, Trustee hereby petition the Town of Golden Beach for a variance from the terms of the Town of Golden Beach Code of Ordinances affecting property located at:  
334 South Parkway, Golden Beach, Florida 33160 Folio No. 19-1235-005-0640

As specified in the attached "Application for Building Regulation Advisory Board" and related supporting material.

1. The Variance requested is for relief from the provisions of (list section number(s) of the Town of Golden Beach Code of Ordinances): A Variance required for the encroachment of the dock into the Golden Beach Triangle (§46-87(b)), for the 10' min. side setbacks of the dock (§46-87(a)) and to moor a vessel closer than 10' (§46-55).  
\_\_\_\_\_  
\_\_\_\_\_
2. In order to recommend the granting of the variance, it must meet all the following criteria (please provide a response to each item):
  - a. The Variance is in fact a Variance from a zoning regulation as set forth within the Zoning Chapter of the Town Code. Correct. The existing dock is not in compliance from the perspective of the new Zoning code. The dock was historically permitted in the existing footprint.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. Special conditions and circumstances exist which are peculiar to the land or structure involved, and which are not applicable to other lands or structures in the same district. Correct. The existing dock was previously permitted by the Town of Golden Beach and Miami-Dade County in 2010 and was built as permitted. This is also a curved shoreline, and therefore encroachment is not possible to avoid.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - c. The special conditions and circumstances do not result from the actions of the applicant. Correct. The dock was built by the previous property owners, and was built with permit approvals. The current owners bought the property with the existing dock conditions, and is now being required to elevate the seawall cap to meet the current code requirements. The dock must therefore be replaced.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - d. Granting the Variance requested will not confer on the applicant any special privilege that is denied by the Zoning Chapter of the Town Code to other lands or structures in the same district. Correct. The dock is existing and has been lawfully in use by the property owner for several years. The owner now intends to raise the seawall, as required by the Town, and make improvements to the existing dock. The applicant should not be required to reduce the size of the dock in order to complete these improvements, as the current dock configuration is both existing and previously permitted.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD  
PETITION FOR VARIANCE

3. Literal interpretations of the provisions of the Zoning Chapter of the Town Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of zoning regulations and would work unnecessary and undue hardship on the applicant. Correct. Literal interpretations of the code would deprive the owner from enjoying the existing waterfront conditions of their property. Have not been required by the Town to raise the seawall, the existing dock conditions would remain unchanged.

4. The Variance granted is the minimum Variance that will make possible the reasonable use of the land or structure. Correct. The project is proposing to replace the dock in substantially the same footprint as the existing, previously permitted one.

5. The granting of the Variance will be in harmony with the general intent and purpose of the Town Code and the Variance will not be injurious to the area involved or otherwise detrimental to the public welfare. Yes. Granting this Variance would allow the property owner to enjoy the existing dock conditions with allow them to structurally improve the integrity of their seawall and dock.

Does the Variance being requested comply with all the above listed criteria?  
☒ Yes ☐ No

6. Our code states that submission of a written statement is invited and encouraged. Has the applicant (petitioner) explained the variance to the owners of the nearest adjacent residences and sought their approval in writing? Yes ☐ No ☒  
Please attach any written letters of no objection to this petition.

7. Is this request related to new construction? ☒ Yes ☐ No

8. Is construction in progress? No

9. Is this request as a result of a code violation? No

10. Did this condition exist at the time property was acquired? ☒ Yes ☐ No

11. Is this request sought as a remedy to a case to be heard, or action taken by the Special Magistrate? No

12. Do you have a building permit? ☐ Yes ☒ No

Building Permit No. \_\_\_\_\_ Date issued: \_\_\_\_\_

TOWN OF GOLDEN BEACH  
BUILDING REGULATION ADVISORY BOARD  
PETITION FOR VARIANCE  
AFFIDAVIT BY OWNER

Affidavit by Owner for Variance Request(s):

Folio No.: 19-1235-005-0640 Address: 334 S Parkway Golden Beach, FL 33160

Legal Description: GOLDEN BEACH SEC E PB 8-122 LOT 37 BLK G LOT SIZE 59.860  
X 175 OR 19151-1035 05 2000 1 COC 25519-3450 03 2007 1

Being duly sworn, deposes and says: That He/She is the Owner named in the application for Building Advisory Board for the hearing date of \_\_\_\_\_ relating to Variance requests for construction or other work to be performed on, or in connection with, the premises located as indicated in the application.

I acknowledge notification by The Town of Golden Beach, that granting of a variance(s) by The Town Council, is conditioned on the following:

1. That a Building Permit for the contemplated work pursuant to the Variance must be issued within two (2) years from the date of the approval of the Resolution granting such variance request.
2. If a Building Permit is not issued within the two (2) year time limit set then the Resolution granting the Variance approval will be null and void.
3. That as the applicant, and at my own expense, I shall record a certified copy of the Resolution in the public records of Miami-Dade County and return two (2) certified copies to the Golden Beach Town Hall for inclusion into my property records.

*Jul Frocher*  
Signature of Owner or Legal Representative

Sworn to and subscribed before me this 21<sup>st</sup> day of October, 2025



*Daniela Rovelo-Padgett*  
Notary Public State of Florida at Large

☐ Personally know to me

☒ Produced Identification

*NY Drivers License*

# **GOLDEN BEACH LANDSCAPE LEGEND**

## Chapter 52 - Landscaping

Zoning District: \_\_\_\_\_ Net Lot Area: \_\_\_\_\_ acres \_\_\_\_\_ square feet

### **OPEN SPACE**

A. Square feet of paved area, as indicated on the site plan:

B. Square feet of pervious area, as indicated on site plan:

**Required**

**Provided**

### **TREES**

A. The number of trees required per net lot acre:

= 1 tree per 2,500 SF of lot area minus number of existing trees

Less the existing number of trees meeting minimum requirements

(minus) \_\_\_\_\_

B. Min. 2 canopy trees or grouping of palms meeting code requirement in front setback

C. % palm trees allowed: No. trees required x 40%:

D. % native trees required: No. trees provided x 50% =

E. % drought tolerant trees required: No. trees provided x 50% =

F. Street trees: 1 per 25 linear feet of frontage excluding driveways  
\_\_\_\_\_ linear feet along street / 25' =

G. Total number of trees required / provided:

### **SHRUBS**

A. The total number of trees required x 20 = the number of shrubs required

B. The number of shrubs required x 30% = the number of native shrubs required

Irrigation Plan: Required by Chapter 52. Automatic Irrigation provided \_\_\_\_\_

**Last updated January 24<sup>th</sup>, 2017**

Average Elevation of Pervious Areas= \_\_\_\_\_ feet NGVD

**Step 4:**

Determine the distance between the average high ground water elevation and the average elevation of the pervious areas. For design purposes, the average high ground water elevation for most of Golden Beach is 2 feet NGVD (Additionally, please check with your geotechnical engineer and/or geotechnical report.)

Distance= \_\_\_\_\_ feet

**Step 5:**

Determine an  $S_1$  value from the table below:

Distance between ground water table and average elevation of pervious areas,	$S_1$
1 foot	0.45 inches
2 feet	1.88 inches
3 feet	4.95 inches
4 feet	8.18 inches
>4 feet	8.18 inches

If necessary, compute a value of  $S_1$  by interpolation.

$S_1$ = \_\_\_\_\_ inches

**Step 6:**

Determine S as:

$$S = \frac{AP}{A * S_1}$$

S is computed in inches  $S$ = \_\_\_\_\_ inches

**Step 7:**

Determine runoff depth (R) as:

$$R = \frac{(P - 0.2 * S)^2}{(P + 0.8 * S)}$$

Where P= 7.00 inches of rainfall produced during a 10- year/ one-day storm. Then:

$$R = \frac{(7.00 - 0.2 * S)^2}{(7.00 + 0.8 * S)}$$

$$(7.00+0.8*S)$$

R is computed in inches R=\_\_\_\_\_inches

**Step 8:**

Determine runoff depth (R) as:

$$V=A*\frac{R}{12}$$

V is computed in cubic feet. V is the volume of runoff generated during a 10 year- year/ one day storm within the property or sub-basin of the property.

$$V=_____ \text{cubic feet}$$

**Step 9:**

Compute "retention volume provided" (VP) as the retention volume capacity, in cubic feet, of swales, retention areas, and drains within the property or sub-basin within the property.

- Attach calculation showing how the volume was calculated.
- Calculations must be consistent with existing and proposed elevations shown on design plans.

$$VP=_____ \text{cubic feet}$$

**Step 10:**

Compute values of retention volume provided (VP in Step 9) with retention volumes needed (V in Step 8). Retention volume provided (VP) must be larger than retention volume needed (V). (VP= \_\_\_\_\_ cubic feet) > (V= \_\_\_\_\_ cubic feet)

**NOTE: These volumes calculations are needed to satisfy the Town of Golden Beach Comprehensive Plan Level of Service (LOS) and Code requirements.**

DEFINITIONS			
P:	Rainfall depth in inches.	A:	Total area of property in square feet.
S:	Soil storage capacity in inches.	AP:	Total pervious areas within property in square feet.
R:	Runoff depth in inches.	V:	Volume of runoff in cubic feet.
AI:	Total area of roof, pavement patios, pool decks, walkways and any other hardscape areas within the property in square feet (ie., total impervious area).		

**Note:**\* means multiply.

TOWN OF GOLDEN BEACH  
ACKNOWLEDGEMENT and AFFIDAVIT BY OWNER  
Chapter 46-85 Height of Seawalls and Docks and Extension of Deck of Dock.  
of the Code of Ordinances  
Article IV Seawalls and Docks.

Affidavit by Owner: The JF Descendants Trust c/o Jill Aronsky Fischer, Trustee

Folio No.: 19-1235-005-0640 Address: 334 S Parkway Golden Beach, FL 33160

Legal Description: GOLDEN BEACH SEC E PB 8-122 LOT 37 BLK G LOT SIZE 59.860  
X 175 OR 19151-1035 05 2000 1 COC 25519-3450 03 2007 1

Being duly sworn, deposes and says: That He/She is the Owner named in the permit application for construction or other related work to be performed on, or in connection with, the premises, as indicated above, and is in agreement that granting of a permit for construction on said premises, agrees to repair, or replace said seawall in question;

- a) All new and replacement seawalls shall be constructed at an elevation of 4.425 feet above the North American Vertical Datum of 1988 (NAVD-88). Except as provided in section (b) below, all new and replacement docks shall be constructed at a minimum height of 3.425 NAVD-88, and a maximum not to exceed 4.425 NAVD-88. No finished material installed or applied to the seawalls or docks shall exceed three inches in thickness. No cover shall be permitted to be erected in connection with any dock.
- b) Where any legal non-conforming seawall exists, a new or replacement dock may be constructed at an elevation which is not more than one foot below the top of the cap of the existing seawall.

Jill Fischer  
Signature of Owner or Legal Representative  
Print Name: Jill Fischer

Sworn to and subscribed before me this 21<sup>st</sup> day of October 2025



Daniela Rovelo-Padgett  
Notary Public State of Florida at Large

         Personally know to me      ☒ Produced Identification  
NY Drivers License



**ACKNOWLEDGMENT OF RECEIPT  
FOR ZONE 1 PROPERTIES ONLY (OCEAN FRONT)**

Date: \_\_\_\_\_

Ref: Address of the Property: \_\_\_\_\_

I acknowledge receipt of the following documents from the Town of Golden Beach, Building and Zoning Department for properties situated in Zone One.

1. One-Hundred- Year Storm Elevation Requirements for Habitable Structures Located Seaward of a Coastal Construction Control Line
2. Flood Resistant Provisions in the 7<sup>th</sup> Edition Florida Building Code (2020)
3. Flood Damage- Resistant Materials Requirements
4. Non- Conversion Agreement for Enclosures below the base flood elevation or Design Flood Elevation –fully execute and submit to the building department
5. New Construction/ Addition/ Remodel Permit Documentation Log

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature



# TOWN OF GOLDEN BEACH

100 Ocean Blvd., Golden Beach, FL 33160  
Phone: (305) 932-0744 Fax: (305) 933-3825  
www.goldenbeach.us

## NON-CONVERSION AGREEMENT FOR ENCLOSURES BELOW THE BASE FLOOD ELEVATION OR DESIGN FLOOD ELEVATION (ZONE 1- OCEAN FRONT)

This DECLARATION made this \_\_\_\_ day of, 20\_\_\_\_, by \_\_\_\_\_ ("Owner") having an address at \_\_\_\_\_ in the Town of Golden Beach, Florida designated in the Tax Records as Folio # \_\_\_\_\_ as recorded in the public records of Miami Dade County in Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

WITNESSETH:

WHEREAS, the Owner has applied for a permit to construct, improve, or repair the property owned by \_\_\_\_\_ (name) at \_\_\_\_\_ (address) in the Town of Golden Beach and:

- 1) It is identified by building Permit No. \_\_\_\_\_, dated \_\_\_\_\_;
- 2) It is located on a flood hazard area identified on Flood Insurance Rate Map Panel # \_\_\_\_\_, dated \_\_\_\_\_;
- 3) It is located in flood zone(s):

\_\_\_\_\_ Base Flood Elevation \_\_\_\_\_  
\_\_\_\_\_ Base Flood Elevation \_\_\_\_\_  
\_\_\_\_\_ Base Flood Elevation \_\_\_\_\_

Seaward of LiMWA or community defined Coastal A Zone limit: ☐ Yes ☐ No

Seaward of Coastal Construction Control Line: ☐ Yes ☐ No

Florida Department of Environmental Protection 100-Year Storm Elevation \_\_\_\_\_ (NGVD).

- 4) It is designed to conform to the requirements of the Town of Golden Beach Floodplain Management Ordinance referred herein as "Land Development Regulations," of Golden Beach and the most current edition of the Florida Building Code - Residential; and
- 5) If unauthorized improvements, modifications, alterations, conversions or repairs are made to it in the future, the structure could be made noncompliant by such unauthorized actions, including such actions by future owners.

WHEREAS, the Owner agrees to record this DECLARATION OF LAND RESTRICTION (NON-CONVERSION AGREEMENT) in the public records of Miami Dade County and certifies, accepts and declares that the following covenants, conditions and restrictions are placed on the affected property as a condition of granting the Permit, and affects rights and obligations of the Owner and any future owners, and shall be binding on the Owner, his heirs, personal representatives, successors and assigns.

THE PERMITTED STRUCTURE SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE – RESIDENTIAL AND/OR LOCAL FLOODPLAIN MANAGEMENT REGULATIONS, AS APPLICABLE AND SUBJECT TO THE CONDITIONS, as follows:

1. The structure or part thereof to which these conditions apply is:  
☐ An enclosure that is below the Base Flood Elevation or Design Flood Elevation.

☐ A detached, allowable accessory structure that is not elevated.

2. Enclosed areas below the Base Flood Elevation or Design Flood Elevation, whichever is higher, shall be used solely for parking of vehicles, limited storage, or access to the building. All interior walls, ceilings and floors within the enclosed area shall be unfinished or constructed of flood damage-resistant materials and shall not be used for recreational or habitable purposes. Installation of minimal electrical, mechanical and plumbing equipment, devices and fixtures as allowed by the Florida Building Code.
3. The walls of the enclosed areas below the Base Flood Elevation or Design Flood Elevation of the structure or part thereof identified in #1 shall be designed to breakaway. The breakaway walls shall not be altered in any way that prevents the walls from breaking away, as designed, under flood conditions.
4. The breakaway walls of the enclosed areas below the Base Flood Elevation or Design Flood Elevation of the structure or part thereof identified in #1 shall be equipped with flood openings. The flood openings shall not be blocked, covered, manually closed or modified in any way that would alter the intended performance to allow floodwaters to automatically enter and exit.
5. Any conversion, alteration, modification, improvement, repair or changes from these conditions constitute a violation of the Permit and this agreement, and may render the structure non-compliant with minimum requirements, and result in higher NFIP flood insurance rates. The Town of Golden Beach, as the jurisdiction issuing the Permit and enforcing this agreement, may take any appropriate legal action to correct any violation.
6. A duly appointed representative of the City is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with this Declaration. Such inspections will be conducted upon due notice to the Owner and no more frequently than once year. More frequent inspections may be conducted if the annual inspection discovers a violation of the Permit
7. Other conditions: \_\_\_\_\_

In witness whereof the undersigned set hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner's Name (Printed)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Name (Printed)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness's Name (Printed)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature – State of Florida Notary Public

(SEAL)

Personally known \_\_\_\_\_ OR, Produced Identification \_\_\_\_\_

Type of ID Produced \_\_\_\_\_

**(DOCUMENT MUST BE RECORDED AND PROOF OF RECORDING PROVIDED)**



**TOWN OF GOLDEN BEACH  
100 OCEAN BOULEVARD  
Golden Beach, FL. 33160**

**SUMMARY MINUTES (DRAFT)  
BUILDING REGULATION ADVISORY BOARD  
December 9, 2025, at 6pm**

**Zoom Meeting ID: 892 9110 8015 Passcode: 752288 For Dial in only call: 929-205-6099.**

- A. CALL MEETING TO ORDER:** 6:00 pm
- B. BOARD ATTENDANCE:** Alan Macken entered at 6:04 pm, Michael Klinger, Jerome Hollo, and Zvi Shiff
- C. STAFF ATTENDANCE:** Linda Epperson-Asst Town Manager, Lissett Rovira-Building & Zoning Director, Christopher Gratz-Zoning Reviewer, Elena Cheung-Asst to the Town Clerk, Amber Schwabenbauer, Administrative Office Coordinator and Monica Diaz-Permit Clerk
- D. APPROVAL OF MINUTES:** November 12, 2025
- E. VARIANCE REQUEST(S):**

1. Jill Aronsky Fischer Trs  
The Jf Descendants Trust  
334 South Parkway  
Golden Beach, FL 33160

Property Address: 334 South Parkway, Golden Beach, FL, 33160  
Folio No: 19-1235-005-0640  
Legal Description: Lots 37, BLK G, GB Sect E, PB 8-122

Christopher Gratz summarized his report and it was entered into the record.

Kirk Lofgren, Ocean Consulting, spoke on behalf of the applicant.

George Rais, neighbor, 338 South Parkway, Golden Beach, FL 33160 expressed opposition to this item.

Construction of a new seawall and dock.

1. Relief from: Town Code §46-55 which requires that vessels, floating docks, or other structures that are moored or installed at a dock or seawall: (2) shall maintain a setback of at least ten feet from the waterward projection of the side property lines, and (3) shall be maintained entirely within the established setback;

Request is to: allow vessel to be moored a minimum of two (2) feet from the south and 11 inches from the north property lines when a minimum of 10 feet is required;

In accordance with Town Code Section 66-41, "authorized, general procedure", pertaining to variances, the board considered all evidence and testimony presented by the applicant, the public and the Town and made a finding that the applicant has complied with the seven criteria.

Zvi Shiff made a motion to recommend approval of the variance, Seconded by Alan Macken.

On roll call: Zvi Shiff- Nay, Jerome Hollo- Nay, Michael Klinger- abstained from voting, and Alan Macken- Nay

Motion failed 4-0

2. Relief from: Town Code §46-87 (a) which requires that no part of any dock or any other structure shall be placed nearer than ten feet to a line formed by the projection of the sidelines of the lot;

Request is to: allow a new dock to be constructed 9'-6" from the south and 9'-2" from the north property lines;

In accordance with Town Code Section 66-41, "authorized, general procedure", pertaining to variances, the board considered all evidence and testimony presented by the applicant, the public and the Town and made a finding that the applicant has complied with the seven criteria.

Zvi Shiff made a motion to recommend approval of the variance, Seconded by Alan Macken.

On roll call: Zvi Shiff- Nay, Jerome Hollo- Nay, Michael Klinger- Nay , and Alan Macken- Nay

Motion failed 4-0

3. Relief from: Town Code §46-87(b) (aka D5 Triangle) which requires that no portion of a dock, boat lift, hydrohoist or any other method of elevation, mooring piles, boat davits, dolphin piles or any other structure, and no portion of a boat elevated above the water moored at a dock or seawall, shall protrude into the waterway, unless it is within the triangle formed by connecting the points indicated below, that form a triangle where the waterfront property line is the base of the triangle and the triangle sides extend towards the waterway at a 45 degree angle until the lines intersect on the waterway side of the lot, but never to exceed 25 feet into the waterway from each of the lot property line. Neither elevated boats nor docks shall encroach in any instance within the side setback area;

Request is to: allow a new dock to be constructed within the D5 triangle and a boat moored within in it.

Zvi Shiff made a motion to recommend approval of the variance, Seconded by Alan Macken.

On roll call: Zvi Shiff- Nay, Jerome Hollo- Nay, Michael Klinger- Nay , and Alan Macken- Nay

Motion failed 4-0

## **F. REQUEST FOR ADDITIONS, DEFERRALS, DELETIONS & WITHDRAWALS:**

2. Philip Solomon  
Joanna Solomon  
212 South Island Drive

Golden Beach, FL 33160

Property Address: 212 South Island Drive, Golden Beach, FL, 33160  
Folio No: 19-1235-004-0700  
Legal Description: Lots 33 & 34, BLK 5 GB Sect d, PB 10-10

Installation dock replacement & seawall repair.

3. Jason Rubin  
268 South Parkway  
Golden Beach, FL 33160

Property Address: 268 South Parkway, Golden Beach, FL, 33160  
Folio No: 19-1235-004-0140  
Legal Description: Lots 18 & 19, BLK G GB Sect D, PB10-10

Construction of new single-family residence and landscape design approval.

4. Alan & Helen Gay Benenson  
304 South Parkway  
Golden Beach, FL 33160

Property Address: 304 South Parkway, Golden Beach, FL. 33160  
Folio No.: 19-1235-005-0570  
Legal Description: Lots 29, Blk G, GB Section E, PB 8-122

Construction of exterior alternation and addition.

5. Jill Aronsky Fischer Trs  
The Jf Descendants Trust  
334 South Parkway  
Golden Beach, FL 33160

Property Address: 334 South Parkway, Golden Beach, FL, 33160  
Folio No: 19-1235-005-0640  
Legal Description: Lots 37, BLK G, GB Sect E, PB 8-122

Construction of a new seawall and dock.

6. Taurus Bg Holdings Llc  
Castle Hill Realty Iii Fl Llc  
538 N Parkway LLC  
4243 Dunwoody Club Dr 200  
Atlanta, Ga 30350

Property Address: 538 North Parkway, Golden Beach, FL, 33160  
Folio No: 19-1235-006-0690  
Legal Description: Lots 15 & S1/2 of Lot 14, BLK F GB Sect F, PB10-11

Construction of new single-family residence and landscape design approval.

Motion to defer items 2 – 6 by Michael Klinger, Seconded by Zvi Shiff  
All were in favor no one opposed  
Motion passed 4 – 0

**G. OLD BUSINESS:**

7. Jacatua LLC  
1510 Daytonia Rd.  
Miami Beach, FL 33141

Property Address: 564 Golden Beach Drive, Golden Beach, FL. 33160  
Folio No.: 19-1235-006-0640  
Legal Description: Lots 9, N1/2 of Blk F, GB Section F, PB 10-11

Christopher Gratz summarized his report and it was entered into the record.  
Juan Azulay, Director and Sylvia Pawlowski, M77R, 7601 NW 1<sup>st</sup> Ct. Miami, FL 33150, spoke on behalf of the applicant.

Construction of new single-family residence and landscape design approval.

A motion was made to approve by Michael Klinger based on the current plans submitted,  
Seconded by Zvi Shiff  
On roll call: Zvi Shiff- Aye, Jerome Hollo- Aye, Michael Klinger- Aye , and Alan Macken-  
Aye

Motion passed 4-0

**H. NEW BUSINESS:**

**I. DISCUSSION:**

8. Possible discussion with no voting regarding grading and site elevation code of ordinance.

Town staff and the members of the Building Regulations Advisory Board reviewed proposed updates to setback and lot coverage regulations intended to better control building massing and prevent long, uninterrupted walls along side elevations. The concept discussed is based on requiring a percentage of the total lot area to be used as second-story setbacks, with specific distribution requirements depending on standard vs. undersized lots.

For standard lots (approximately 75 feet wide or greater), a 5% setback requirement applies, with 1% required to be located within a central “midpoint” zone of the lot (defined as  $\pm 15\%$  of the lot midpoint). The remaining setback area may be placed anywhere as long as it is visible from the side. Examples were reviewed showing how setbacks can be distributed either continuously across the entire building façade or concentrated into deeper recessed sections while still meeting area requirements. For undersized lots (50' x 175'), a 6.25% total setback requirement applies, with 1.25% required within the central zone on each side. Multiple configuration examples were provided to demonstrate compliant distributions.

The group also reviewed balcony and overhang rules, clarifying that only 4 feet of a covered balcony counts as “open to sky” to prevent developers from creating large overhangs that visually negate setbacks.

Concerns were raised that the current midpoint-only distribution still allows massing to concentrate too heavily in one area and may not sufficiently break up large wall planes. To address this, the group discussed and agreed on adding a new distribution rule requiring a minimum of 1% of setback area in each quadrant of the side elevation, while still maintaining the overall 5% or 6.25% totals. This would force better visual articulation and evenly distribute building relief along the entire façade.

Planning consultant Christopher Gratz, AICP, agreed that the revised approach supports the goal of breaking up massing, though he noted it could affect certain architectural

styles. The group concluded that the examples should be cleaned up and formally attached to the legislation with the new quadrant-based setback distribution incorporated.

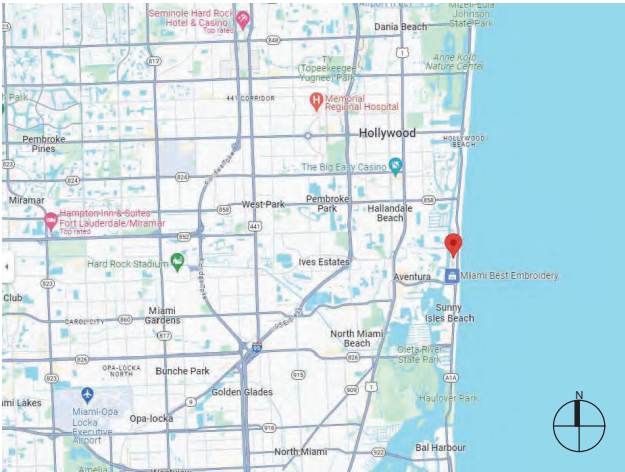
**J. ADJOURNMENT: 6:47 pm**

PURSUANT TO FLA. STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES I





## LOCATION MAP AND LEGAL DESCRIPTION



### PROJECT SITE LOCATION:

334 S Parkway  
Golden Beach, FL 33160

**LATITUDE:** 25°57'50.93"N  
**LONGITUDE:** 80° 7'18.51"W

**FOLIO No.:** 19-1235-005-0640

### LEGAL DESCRIPTION:

GOLDEN BEACH SEC E PB 8-122

LOT 37 BLK G

LOT SIZE 59.860 X 175

OR 19151-1035 05 2000 1

COC 25519-3450 03 2007 1

### GENERAL NOTES:

1. ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.
2. ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
3. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK. CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR ALL LINES, ELEVATIONS, AND MEASUREMENTS IN CONNECTION WITH THEIR WORK.
4. IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE, AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.
5. APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 2023 8<sup>th</sup> EDITION (AND CURRENT ADDENDUMS).
6. APPROVED CONTRACTOR TO DETERMINE THE SUITABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE APPROVED CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.
7. DO NOT SCALE DRAWINGS FOR DIMENSIONS.
8. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.
9. CONTRACTOR TO PROPERLY FENCE AND SECURE AREA WITH BARRICADES.
10. ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
11. ALL NEW MATERIALS AND/OR PATCHWORK SHALL BE PROVIDED TO MATCH EXISTING MATERIALS AND/OR ADJOINING WORK WHERE PRACTICAL EXCEPT AS SPECIFICALLY NOTED HEREIN.
12. LICENSED CONTRACTOR SHALL USE ALL POSSIBLE CARE TO PROTECT ALL EXISTING MATERIALS, SURFACES, AND FURNISHINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
13. THE LICENSED CONTRACTOR TO INSTALL AND REMOVE ALL SHORING AND BRACING AS REQUIRED FOR THE PROPER EXECUTION OF THE WORK.
14. ALL NEW WORK AND/OR MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF EACH ADMINISTRATIVE BODY HAVING JURISDICTION IN EACH PERTAINING CIRCUMSTANCE.
15. THE CONTRACTOR WILL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES TO PROTECT BISCAYNE BAY FROM SEDIMENT AND CONSTRUCTION DEBRIS.

### DESIGN CRITERIA

STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS:

1. FLORIDA BUILDING CODE (FBC), 2023 8<sup>th</sup> EDITION.
  2. ACI 318-19, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
  3. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
  4. NDS NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2018 EDITION.
  5. EM 1110-2-1100 (PART VI) COASTAL ENGINEERING MANUAL, 2011 EDITION.
- IN THE EVENT OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND THE REQUIREMENTS OF THE REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE PROVISIONS OF THE MORE STRINGENT SHALL GOVERN.

**DOCK:** LL 60 PSF

**BOLTS:** ALL BOLTS SHALL BE 316 STAINLESS STEEL, UNLESS OTHERWISE NOTED.

**REBAR:** ALL REBAR TO BE GALVANIZED GRADE 60 OR BETTER, UNLESS OTHERWISE NOTED.

### CONCRETE

1. CONCRETE SHALL CONFORM TO ACI 318 (LATEST ED.) AND SHALL BE REGULAR WEIGHT, SULFATE RESISTANT, WITH A DESIGN STRENGTH OF 5,000 PSI AT 28 DAYS W/ A MAX WATER-CEMENTIOUS MATERIALS RATIO, BY WEIGHT, NORMAL WEIGHT AGGREGATE CONCRETE OF 0.40.
2. OWNER SHALL EMPLOY AND PAY FOR TESTING SERVICES FROM AN INDEPENDENT TESTING LABORATORY FOR CONCRETE SAMPLING AND TESTING IN ACCORDANCE W/ ASTM.
3. LICENSED CONTRACTOR IS RESPONSIBLE FOR THE ADEQUACY OF FORMS AND SHORING AND FOR SAFE PRACTICE IN THEIR USE AND REMOVAL.
4. CONCRETE COVER SHALL BE 3" UNLESS OTHERWISE NOTED ON APPROVED DRAWINGS.
5. REINFORCING STEEL SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF ASTM A615 GRADE 60 SPECIFICATIONS. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE W/ ACI 315 AND ACI MANUAL OF STANDARD PRACTICE.
6. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THAN 48 BAR DIAMETERS AND REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CONTINUITY SHALL BE PROVIDED AT CORNERS OR CHANGES IN DIRECTION BY BENDING THE LONGITUDINAL STEEL AROUND THE CORNER 48 BAR DIAMETERS.

### PILE DRIVING NOTES

1. ALL PILES TO BE INSPECTED BY ENGINEER PRIOR TO INSTALL.
2. ENGINEER TO OBSERVE PILE INSTALL PRIOR TO ISSUING PILE LOG.
3. PILE DRIVING OPERATIONS SHALL BE OBSERVED BY A SPECIAL INSPECTOR, INCLUDING TEST PILES SUFFICIENT TO DETERMINE THE APPROXIMATE LENGTH REQUIRED TO MEET DESIGN CAPACITY.
4. PILES SHALL BE DRIVEN USING AN APPROVED CUSHION BLOCK CONSISTING OF MATERIAL SO ARRANGED SO AS TO PROVIDE THE TRANSMISSION OF THE HAMMER ENERGY.
5. PILES SHALL BE DRIVEN TO REQUIRED MINIMUM 15 TON (WOOD)/ (25-TON (CONCRETE) BEARING CAPACITY.
6. PILES SHALL BE DRIVEN WITH A DROP HAMMER OR GRAVITY HAMMER PROVIDED THE HAMMER SHALL WEIGH NO LESS THAN 3,000 POUNDS, AND THE FALL OF THE HAMMER SHALL NOT EXCEED 6 FT.
7. PILES SHALL BE DRIVEN WITH A VARIATION OF NOT MORE THAN 1" PER FOOT FROM THE VERTICAL, OR FROM THE BATTER LINE INDICATED, WITH A MAX VARIATION OF THE HEAD OF THE PILE FROM THE POSITION SHOWN ON THE PLANS OF NOT MORE THAN 3".
8. WHERE PILING MUST PENETRATE STRATA OFFERING HIGH RESISTANCE TO DRIVING, THE STRUCTURAL ENGINEER OF RECORD OR SPECIAL INSPECTOR MAY REQUIRE THAT PILES BE SET IN PRE-DRILLED OR PUNCHED HOLES. THE PILES SHALL REACH THEIR FINAL PENETRATION BY DRIVING.
9. PILES TO BE DRIVEN BASED ON RESULTS IN GEOTECHNICAL REPORT.

**CALL 811 FOR UTILITY LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.**

## 334 S PARKWAY WATERFRONT IMPROVEMENTS PROJECT

Golden Beach, Florida

CLIENT:  
**JF DESCENDANTS TRUSTS**

334 South Parkway  
Golden Beach, Florida 33160

ENVIRONMENTAL CONSULTANT:

**OCEAN  
CONSULTING, LLC.**

359 Alcazar Avenue, Suite 200  
Coral Gables, Florida 33134  
Tel: (305) 921-9344  
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:  
**ADOLFO GONZALEZ P.E.**

2050 Coral Way Suite 502  
Miami, FL 33145  
Office - 305-415-8782

SEAL / SIGNATURE / DATE



Digitally signed  
by Adolfo J  
Gonzalez  
Date: 2025.07.15  
14:26:03 -04'00'

Adolfo Gonzalez PE  
Lic. No. 58620

## PERMIT DRAWINGS

**Issue # Issue Date**

① May 13, 2025 - VD

△ July 9, 2025 - VD

PROJECT: 23-13825

**PROJECT LOCATION &  
NOTES**

SCALE : AS SHOWN  
SHEET NO.

# S-1

**334 S PARKWAY  
WATERFRONT  
IMPROVEMENTS PROJECT**

Golden Beach, Florida

CLIENT:  
**JF DESCENDANTS TRUSTS**

334 South Parkway  
Golden Beach, Florida 33160

ENVIRONMENTAL CONSULTANT:

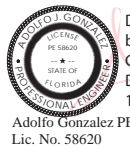
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**PERMIT DRAWINGS**

**Issue # Issue Date**

① May 13, 2025 - VD

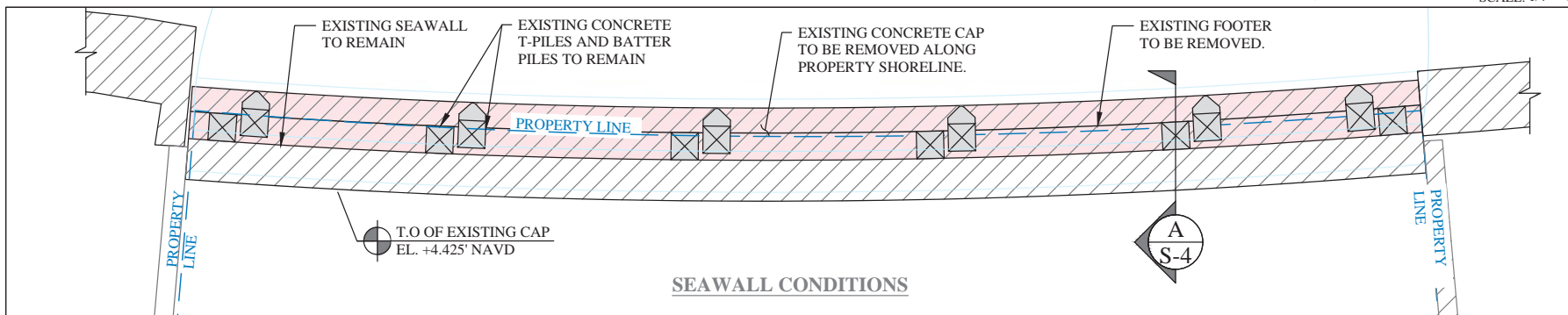
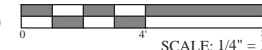
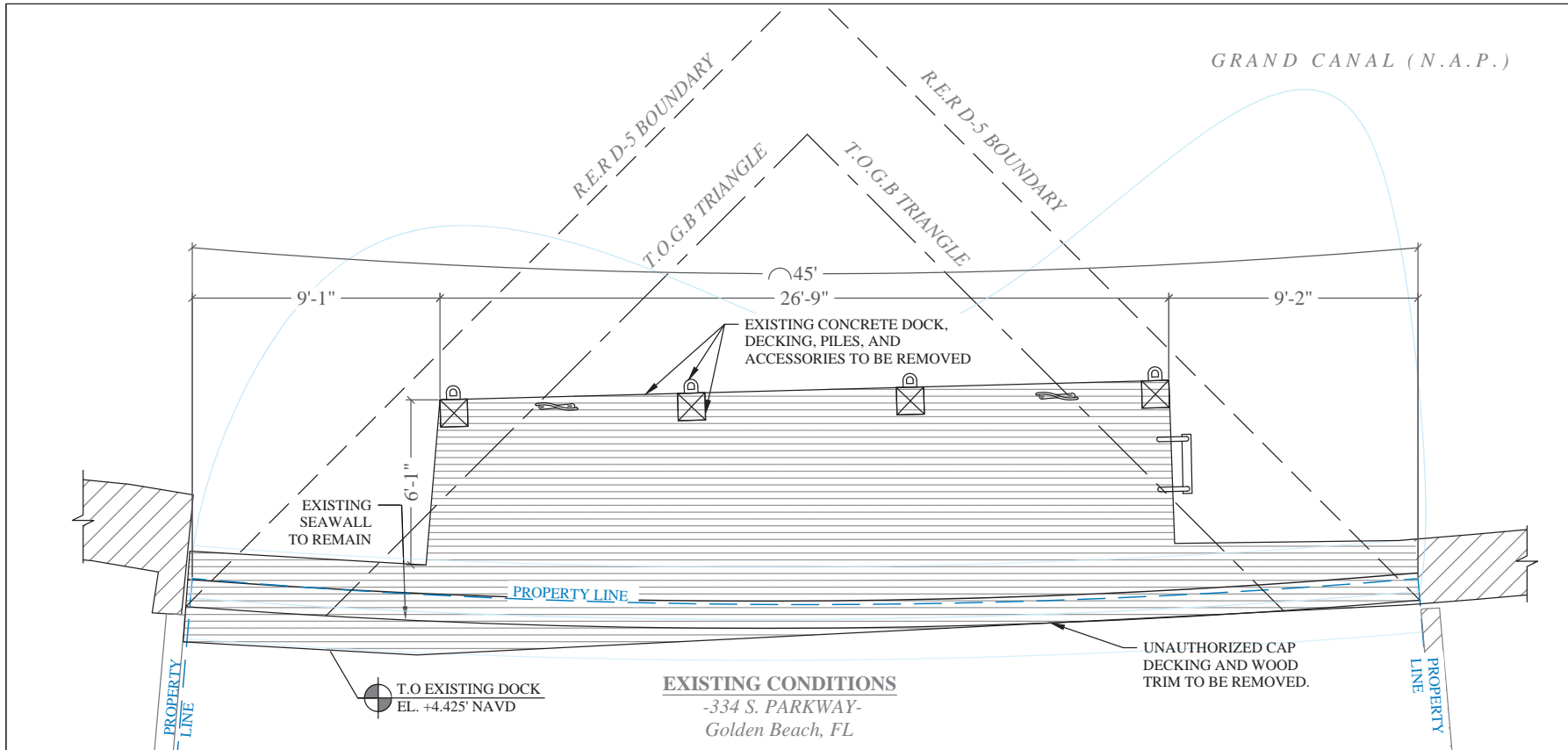
⚠ July 9, 2025 - VD

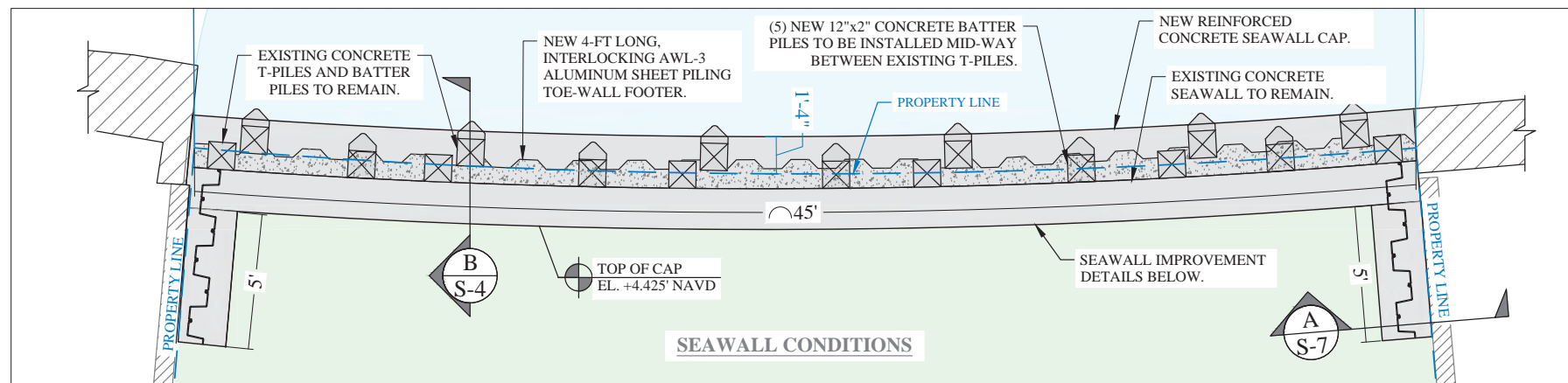
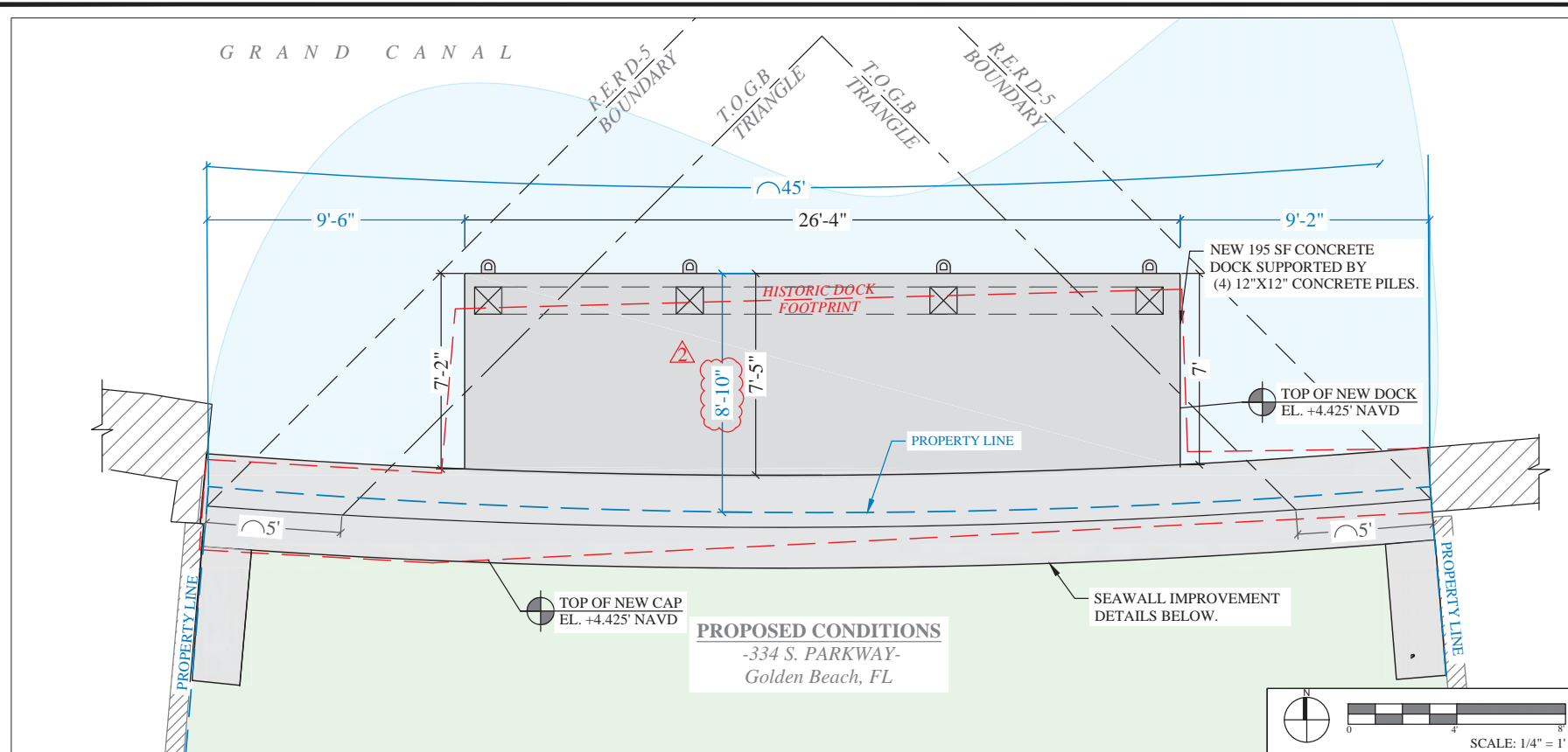
PROJECT: 23-13825

**EXISTING CONDITIONS**

SCALE : AS SHOWN  
SHEET NO.

**S-2**





# 334 S PARKWAY WATERFRONT IMPROVEMENTS PROJECT

Golden Beach, Florida

CLIENT:  
JF DESCENDANTS TRUSTS

334 South Parkway  
Golden Beach, Florida 33160

ENVIRONMENTAL CONSULTANT:

OCEAN

CONSULTING, LLC.

359 Alcazar Avenue, Suite 200

Coral Gables, Florida 33134

Tel: (305) 921-9344

Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:  
ADOLFO GONZALEZ P.E.

2050 Coral Way Suite 502  
Miami, FL 33145  
Office - 305-415-8782

SEAL / SIGNATURE / DATE



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by Adolfo J  
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Date: 2025.07.15  
14:26:27 -04'00'

Adolfo Gonzalez PE  
Lic. No. 58620

## PERMIT DRAWINGS

Issue # Issue Date

① May 13, 2025 - VD

② July 9, 2025 - VD

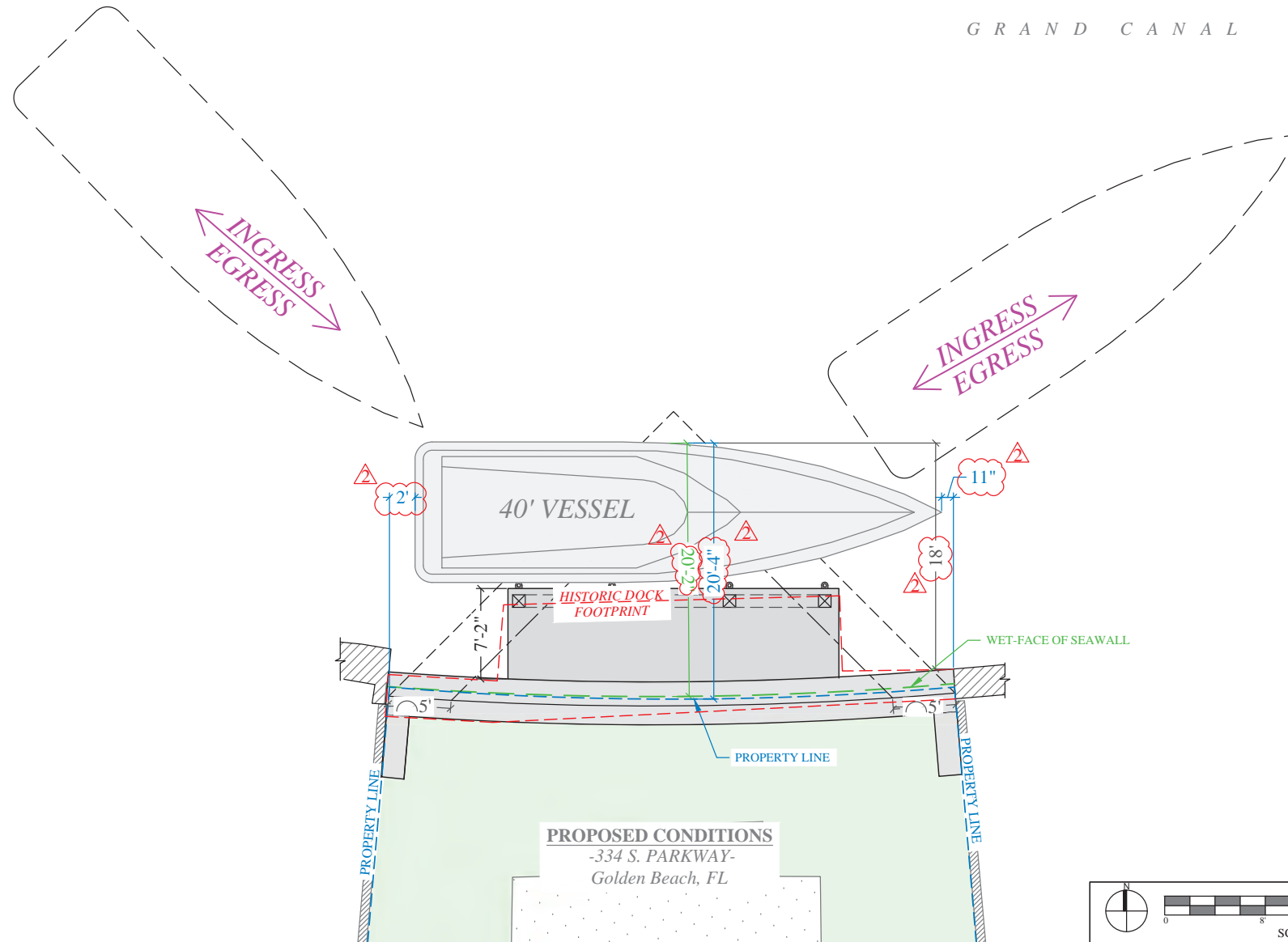
PROJECT: 23-13825

## PROPOSED CONDITIONS

SCALE: AS SHOWN  
SHEET NO.

S-3





# **334 S PARKWAY WATERFRONT IMPROVEMENTS PROJECT**

Golden Beach, Florida

CLIENT:  
**JF DESCENDANTS TRUSTS**

334 South Parkway  
Golden Beach, Florida 33160

ENVIRONMENTAL CONSULTANT:

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CONSULTING, LLC.**

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Tel: (305) 921-9344  
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CONTRACTOR:

PROJECT ENGINEER:  
**ADOLFO GONZALEZ P.E.**

2050 Coral Way Suite 502  
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SEAL / SIGNATURE / DATE



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Lic. No. 58620

## **PERMIT DRAWINGS**

Issue # Issue Date

① May 13, 2025 - VD

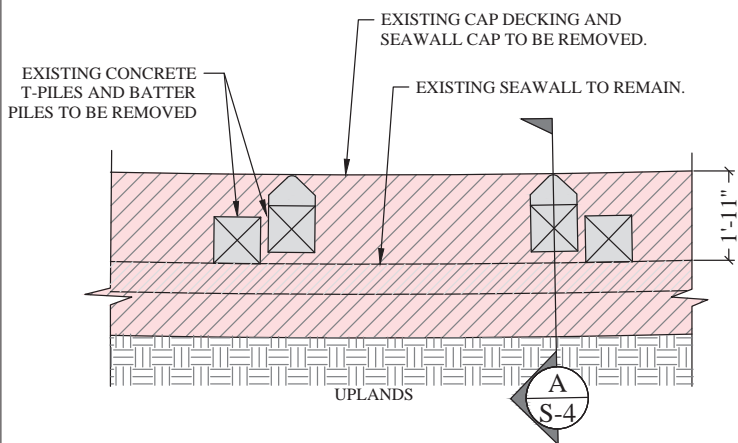
⚠ July 9, 2025 - VD

PROJECT: 23-13825

**MOORING  
CONFIGURATION**

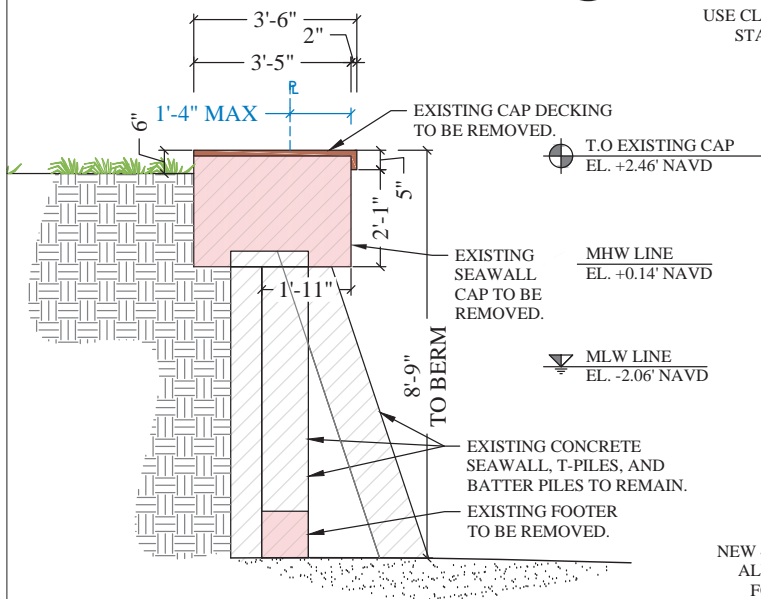
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SHEET NO.

**S-3A**



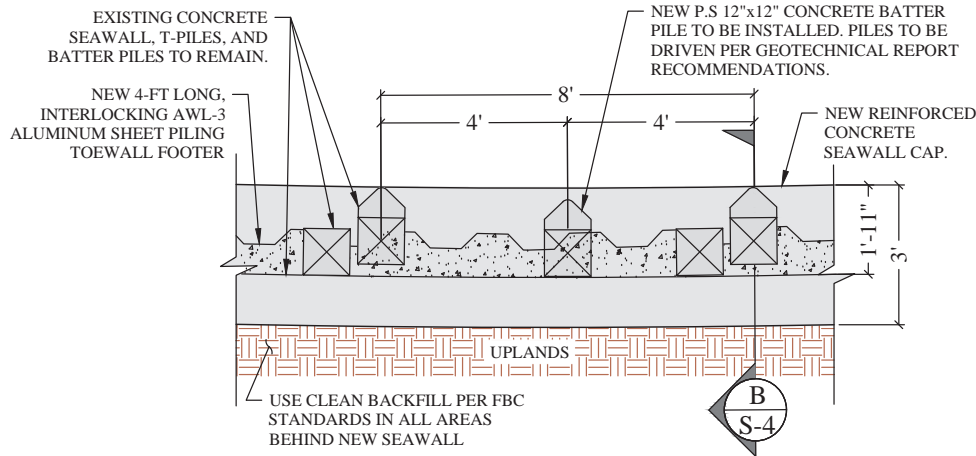
EXISTING SEAWALL PLAN DETAIL 1

SCALE: 3/8" = 1'-0"



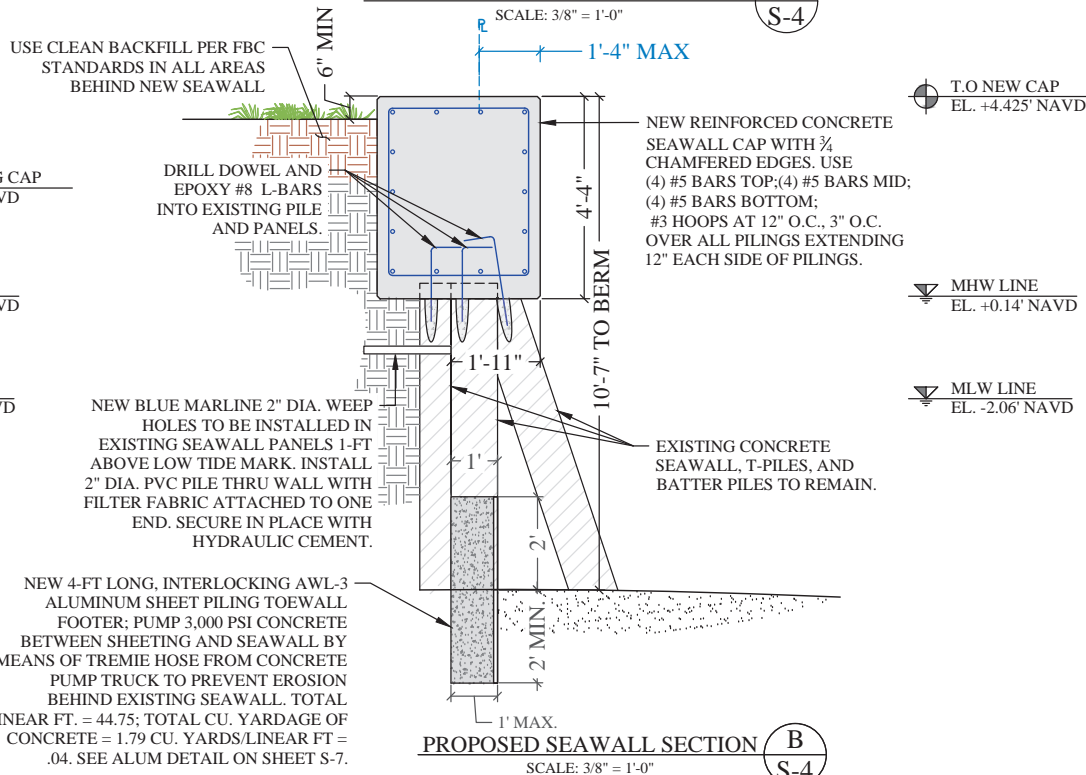
EXISTING SEAWALL SECTION A

SCALE: 3/8" = 1'-0"



PROPOSED SEAWALL PLAN DETAIL 2

SCALE: 3/8" = 1'-0"



PROPOSED SEAWALL SECTION B

SCALE: 3/8" = 1'-0"

# 334 S PARKWAY WATERFRONT IMPROVEMENTS PROJECT

Golden Beach, Florida

CLIENT:  
JF DESCENDANTS TRUSTS

334 South Parkway  
Golden Beach, Florida 33160

ENVIRONMENTAL CONSULTANT:

OCEAN

CONSULTING, LLC.

359 Alcazar Avenue, Suite 200

Coral Gables, Florida 33134

Tel: (305) 921-9344

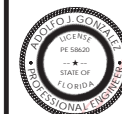
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:  
ADOLFO GONZALEZ P.E.

2050 Coral Way Suite 502  
Miami, FL 33145  
Office - 305-415-8782

SEAL / SIGNATURE / DATE



Digitally signed  
by Adolfo J  
Gonzalez  
Date: 2025.07.15  
14:26:48 -04'00'

Adolfo Gonzalez PE  
Lic. No. 58620

## PERMIT DRAWINGS

Issue # Issue Date

① May 13, 2025 - VD

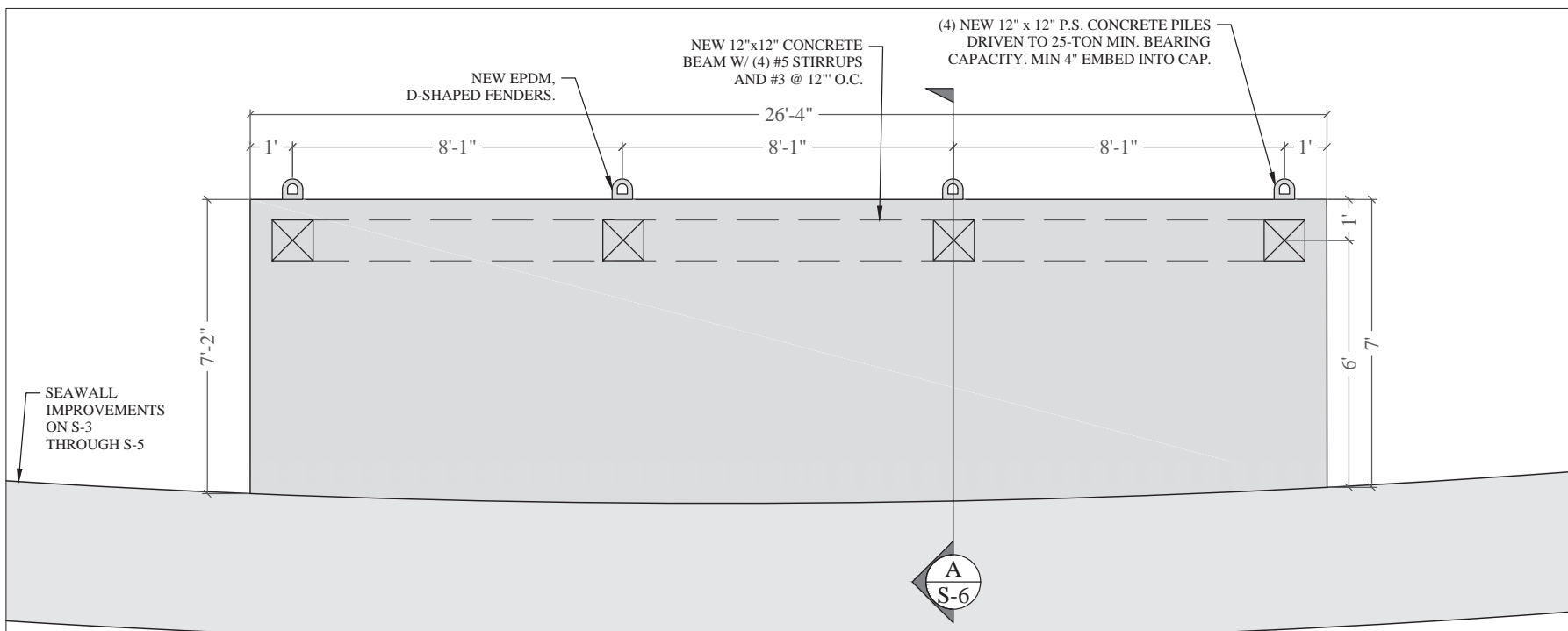
② July 9, 2025 - VD

PROJECT: 23-13825

## SECTION DETAILS

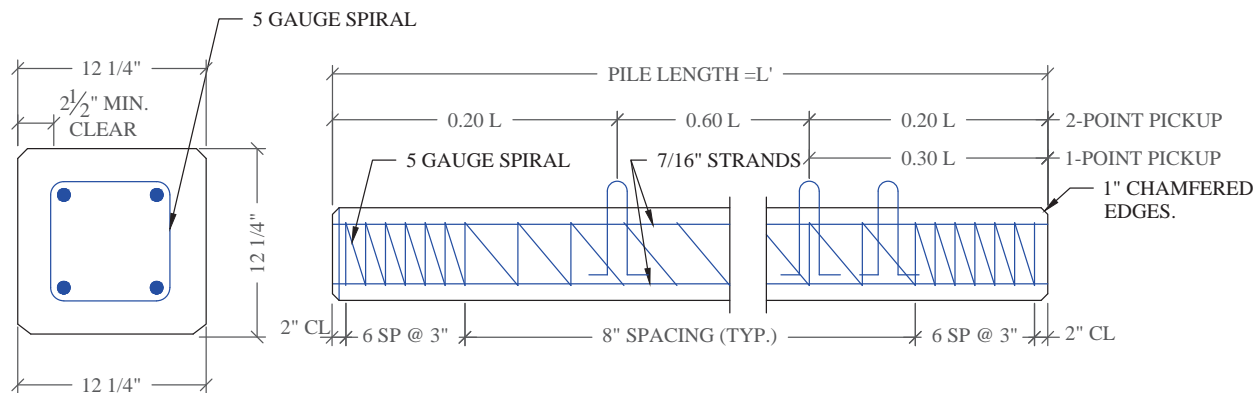
SCALE: AS SHOWN  
SHEET NO.

S-4



### STRUCTURAL FRAMING PLAN

SCALE:  $\frac{3}{8}" = 1'-0"$



### CONCRETE PILE DETAIL

SCALE: 1-1/2" = 1'-0"

1  
S-5

### PILE NOTE:

CONCRETE COMPRESSIVE STRENGTH:  
3000 PSI @ RELEASE  
5000 PSI @ DRIVING

STRANDS - USE FOUR 7/16" (270K)  
LOW RELAXATION ASTM 416-87 UNCOATED  
7-WIRE STRANDS TENSIONED TO 2.33 KIPS EACH

1-POINT PICKUP-MAXIMUM L = 50'  
2-POINT PICKUP-MAXIMUM L = 62'

SPIRAL TO BE ASTM A-82 TIGHT  
HARD-DRAWN WIRE

### 334 S PARKWAY WATERFRONT IMPROVEMENTS PROJECT

Golden Beach, Florida

CLIENT:  
JF DESCENDANTS TRUSTS

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Miami, FL 33145  
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Gonzalez  
Date: 2025.07.15  
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Adolfo Gonzalez PE  
Lic. No. 58620

### PERMIT DRAWINGS

Issue # Issue Date

① May 13, 2025 - VD

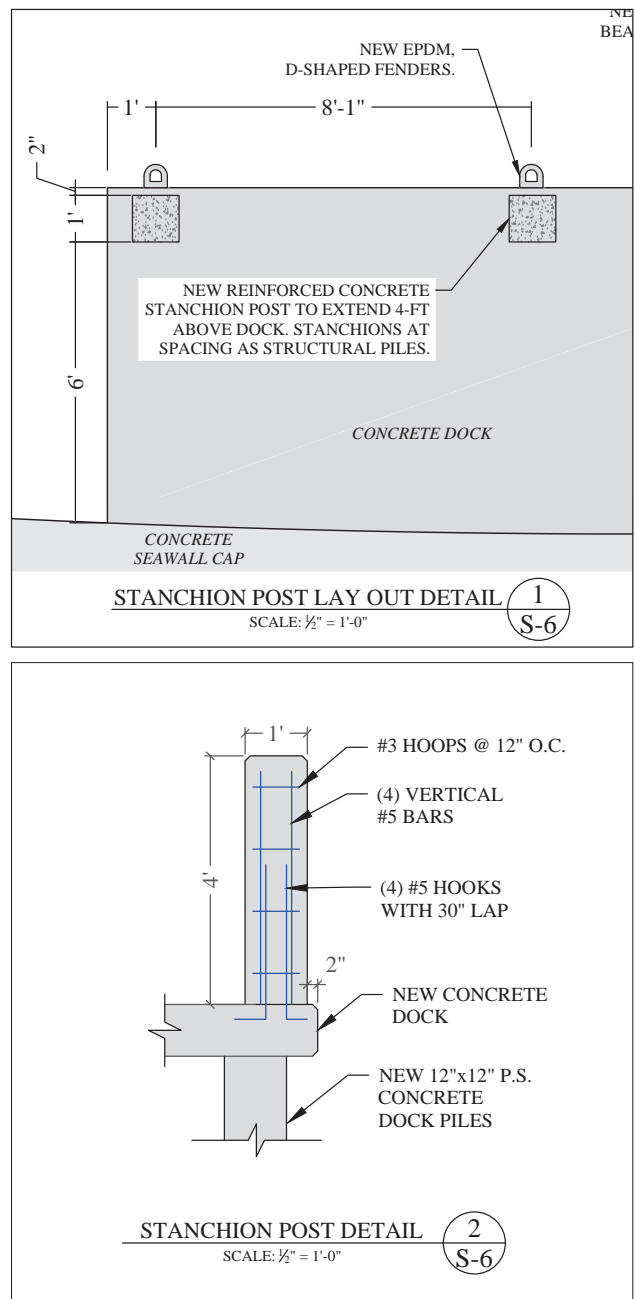
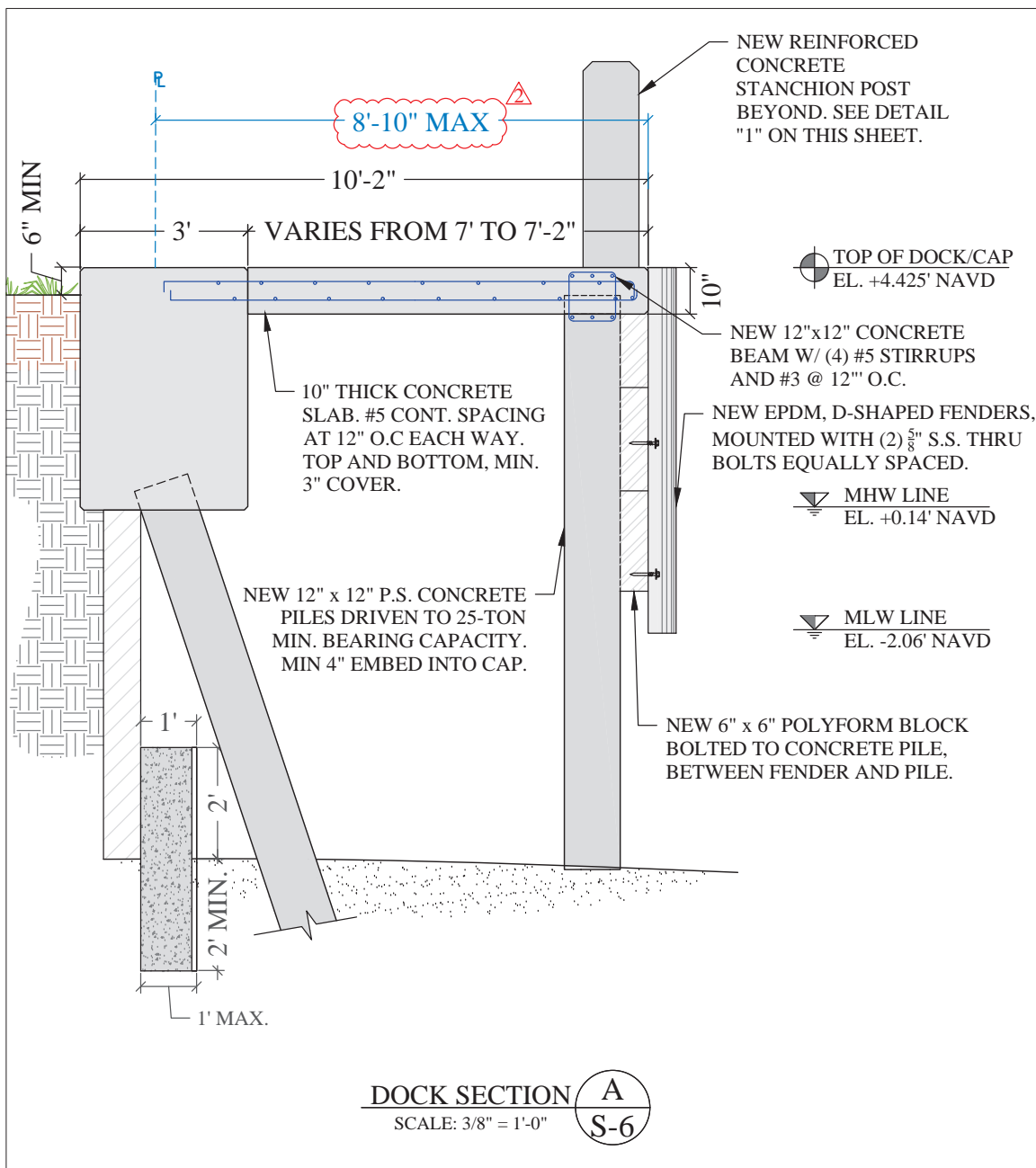
② July 9, 2025 - VD

PROJECT: 23-13825

DOCK STRUCTURAL  
PLAN & DOCK PILE

DETAIL  
SCALE: AS SHOWN  
SHEET NO.

S-5



**334 S PARKWAY  
WATERFRONT  
IMPROVEMENTS PROJECT**

Golden Beach, Florida

CLIENT:  
**JF DESCENDANTS TRUSTS**

334 South Parkway  
Golden Beach, Florida 33160

ENVIRONMENTAL CONSULTANT:  
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PROJECT ENGINEER:  
**ADOLFO GONZALEZ P.E.**

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Miami, FL 33145  
Office - 305-415-8782

SEAL / SIGNATURE / DATE

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by Adolfo J  
Gonzalez  
Date: 2025.07.15  
14:27:47 -04'00'  
Adolfo Gonzalez PE  
Lic. No. 58620

**PERMIT DRAWINGS**

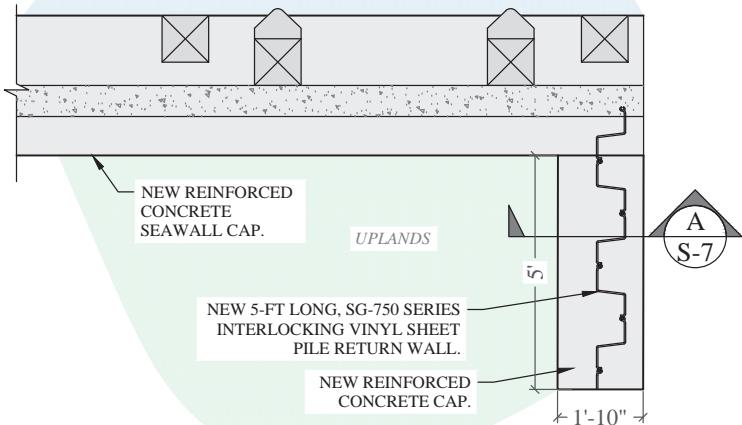
Issue # Issue Date  
① May 13, 2025 - VD  
⚠ July 9, 2025 - VD

PROJECT: 23-13825

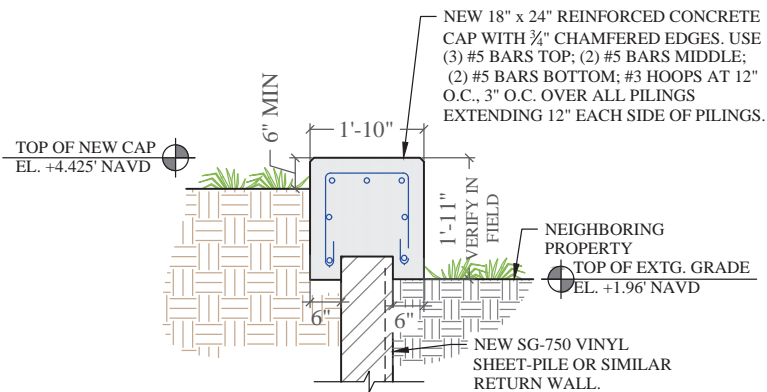
**DOCK SECTION &  
DETAILS**

SCALE: AS SHOWN  
SHEET NO.

**S-6**



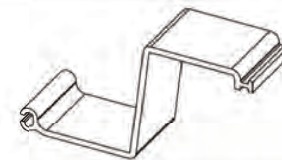
TYP. RETURN WALL CONDITION  
DETAIL (TYP.)  
SCALE:  $\frac{3}{8}$ " = 1'-0"



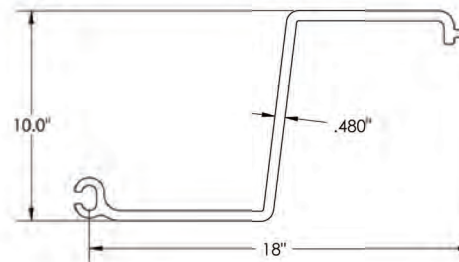
RETURN WALL SECTION  
SCALE:  $\frac{1}{2}$ " = 1'-0"



## SG-750



Allowable Moment (M)	8,480 ft-lb/ft	37.71 kN-m/m
Section Modulus (Z)	31.8 in <sup>3</sup> /ft	1,710 cm <sup>3</sup> /m
Moment of Inertia (I)	159 in <sup>4</sup> /ft	21,700 cm <sup>4</sup> /m
Impact Strength	15,000 in-lbs/in <sup>2</sup>	2,625 N-mm/mm <sup>2</sup>
Thickness (t)	0.480 in	12.2 mm
Section Depth	10.0 in	254 mm
Section Width	18 in	457 mm
Material	Weatherable Rigid Vinyl	
Standard Colors	Grey, Clay	
Technology	Z Profile, I-Beam Lock, XCR™	
Standard Packaging	12 sheets/bundle	



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cmilc.com

### 334 S PARKWAY WATERFRONT IMPROVEMENTS PROJECT

Golden Beach, Florida

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JF DESCENDANTS TRUSTS

334 South Parkway  
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CONTRACTOR:

PROJECT ENGINEER:  
ADOLFO GONZALEZ P.E.

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SEAL / SIGNATURE / DATE



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Gonzalez  
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14:27:56 -04'00'  
Adolfo Gonzalez PE  
Lic. No. 58620

### PERMIT DRAWINGS

Issue # Issue Date

① May 13, 2025 - VD

② July 9, 2025 - VD

PROJECT: 23-13825

### RETURN WALL DETAILS

SCALE: AS SHOWN  
SHEET NO.

S-7



# Agenda Report Item N - Townwide Curbs & Gutter Improvements



## PROPOSAL

PROJECT DESCRIPTION:	TOWN OF GOLDEN BEACH	DATE: 01/09/2026
FINANCIAL PROJECT ID:	TO-57 Golden Beach Concrete Repairs 3	
PROJECT NO.:	N/A	

ITEM		UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1.00	2,100.00	2,100.00
2	MOT	LS	1.00	1,000.00	1,000.00
3	SAWCUT SIDEWALK AND CURB	LS	1.00	1,325.00	1,325.00
4	REMOVE & DISPOSAL OF EXISTING CURB (10 LF)	LS	1.00	200.00	200.00
5	REMOVE & DISPOSAL OF EXISTING SIDEWALK AND DRIVEWAY (345 SF)	LS	1.00	1,730.00	1,730.00
6	NEW VALLEY GUTTER COLOR (140 LF)	LS	1.00	5,180.00	5,180.00
7	ASPHALT REMOVAL FOR NEW VALLEY GUTTER (15SY)	LS	1.00	120.00	120.00
8	ASPHALT RESURFACING FOR NEW VALLEY GUTTER (15SY)	LS	1.00	375.00	375.00
9	EXCAVATION FOR NEW VALLEY GUTTER (7CY)	LS	1.00	315.00	315.00
10	TREE REMOVAL	LS	1.00	750.00	750.00
11	SUBGRADE FOR NEW VALLEY GUTTER (30SY)	LS	1.00	600.00	600.00
12	BASE FOR NEW VALLEY GUTTER (30SY)	LS	1.00	1,050.00	1,050.00
13	NEW CURB & GUTTER COLOR (0 LF)	LS	1.00	-	-
14	NEW SIDEWALK AND DRIVEWAY (345SF)	LS	1.00	4,280.00	4,280.00
15	SOD	LS	1.00	900.00	900.00
16	BACK OF CURB HARMONIZATION	LS	1.00	2,000.00	2,000.00
17	RESTORATION AND CLEAN-UP	LS	1.00	1,800.00	1,800.00
				<b>TOTAL</b>	<b>23,725.00</b>

**Payment Terms:** A 50% deposit upon signing of the contract, and balance due upon completion of job.

The price(s) quoted here are based on the quantities/measurements stated above. Any change in measurement or quantity may result in a price adjustment.  
 Customer agrees to pay interest on past due payments at the highest rates allowed by law from when payment is due until payment is received by Southeastern.  
 Customer agrees to pay all costs of collections due to non payment and reasonable attorney fees of the contractor in any effort to collect moneys under this agreement. All prices quoted are good for 30 days.

**Exclusions:** Permit fees unless specifically accounted for above, HOA fees, landscape restoration or any other work not specifically listed or described in this proposal. If you do not see an item of work described above please do not assume that it is accounted for.  
 Cost of restoration work of affected areas is to be priced by SEC and approved by the Town prior to SEC performing the restoration work. No restoration or repairs work such as landscaping, irrigation, etc., etc. is included in above items.  
 Minimum charge for concrete is \$4,500.00

Submitted by: **Southeastern Engineering Contractors, Inc.**  
 911 NW 209th Avenue, Suite 101  
 Pembroke Pines, FL 33029

Accepted by:  
 Town of Golden Beach



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Lissette Perez,   
Town Clerk

**Subject:** **Town Council Minutes**

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Item Numbers:

3

### **Recommendation:**

It is recommended that the Town Council adopt the Official Minutes of the November 18, 2025 Regular Town Council Meeting.



## TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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Official Minutes for the November 18, 2025  
Regular Town Council Meeting called for 6:00 P.M.

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**Zoom Room Meeting ID: 825 2300 5149 Password: 914637**

**For Dial In Only: Call 305.224.1968 Meeting ID: 825 2300 5149**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, NOVEMBER 18, 2025.

### A. MEETING CALLED TO ORDER

**Mayor Singer** called the meeting to order at 6:06 PM

### B. ROLL CALL

**Councilmembers Present:** Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Kenneth Bernstein, Councilmember Bernard Einstein, Councilmember Jessie Mendal

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Assistant Town Manager Linda Epperson, Town Clerk Lissette Perez, Finance Director Maria Camacho, Chief Rudy Herbello, Special Projects Director Lissett Rovira, Resident Services Director Michael Glidden, HR Generalist and Assistant to the Town Clerk Elena Cheung, Administrative Services Coordinator Amber Schwabenbauer, Administrative Assistant Eric Garcia

**Town Manager:** Took a moment of reflection and recognition for 2 fallen officers Deputy Devin Jaramillo from the Miami-Dade Sheriff's Office and Sergeant David Cajuso from the Miami Beach Police Department.

### C. PLEDGE OF ALLEGIANCE

**Chief Rudy Herbello** led the Pledge of Allegiance

### D. PRESENTATIONS/TOWN PROCLAMATIONS

#### POLICE DEPARTMENT PROMOTIONS

**Chief Rudy Herbello** presented Mayor Singer with the fourth re-accreditation plaque for the Town's Police Department for 2025

**Mayor Singer** presented Chief Rudy Herbello with a Proclamation recognizing his leadership in achieving and maintaining accreditation of the Golden Beach Police Department.

**Town Manager:** Commended Assistant Chief Yovany Diaz for his stewardship in the accreditation process this past year. Presented the Town Council their salary of \$1.00.

**Sergeant Daniel Avila** was promoted to Staff Sergeant.

**Sergeant Julio Soca** was promoted to Lieutenant.

**Lieutenant Leila Perez** was promoted to Captain.

## **E. MOTION TO SET THE AGENDA**

### **ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/ AND CHANGES TO AGENDA**

**Town Manager:** Yesterday, you were emailed a new Item Number 5. The substitute Item Number 5 is the one that was emailed to you, and before you on the dais is Item Number 6, Resolution 3047.25. I ask that you add those to the agenda.

**Mayor Singer:** Made a motion to add Item 5 (revised) and Item 6 to the agenda.

Consensus vote 5 Ayes 0 Nays. Items added.

## **F. GOOD AND WELFARE**

**Salomon Edery-** Golden Beach Youth Leadership Group

Judah Sabag spoke on behalf of State Representative Fabian Basabe of District 106

## **G. MAYOR'S REPORT**

**Mayor Singer:** I cannot say how proud I am of our Chief and the Police Department, and for what we have accomplished as a Council and a team as far as developing our Police Department. We have one of the finest if not the finest Police Department in the state of Florida. You can tell by the longevity of our officers that they really enjoy working in Golden Beach; and the dedication from other departments to come to Golden Beach to support the officers says a lot about what we're doing. It was great to promote the officers this evening. Vice Mayor Lusskin had a phenomenal Veteran's Day event. It was probably the most attended Veteran's Day event that we have done, and the presentation was great. The Youth Leadership group along with Michael Glidden and his team did a phenomenal job. Hats off to Michael Glidden and his department for a top notch Halloween event. I think, by far, that was the best Halloween party that the Town

has ever had. Dogs on the Beach will be held at the beach pavilion on December 11<sup>th</sup> from 4-6 p.m. If your dog is not friendly, please do not bring them to the event. The entrance signs are very impressive. The sign on the new Police Auxiliary building looks phenomenal. I'm excited to start looking at plans of the guardhouse. I think it will really improve the aesthetics of the Town. Starting December 1, 2025, security will be increased in Town on the beach side and by marine patrols as well. We have over 300 camera lenses in Town. That, with the new drone system, will enhance the safety for our residents even more. I want to thank the Chief and his staff for taking the initiative on that. I want to wish everyone a happy holiday and new year. The Wellness Center is making tremendous progress. Our plan is to have that Wellness Center open by next year at this time. The Council and I were very fortunate to visit the Police Auxiliary today. For the residents that haven't seen it, it's where our Public Works building is. We have improved and beautified and made it extremely workable; not only for our Public Works staff, but also as a Police Auxiliary with 5 different offices and a whole command room. It is a beautiful facility and a great addition to the Town.

## **H. COUNCIL COMMENTS**

**Vice Mayor Lusskin:** Excellent report Salomon and thank you for spearheading the beach cleanup it was a great event. The beach is really the jewel of Golden Beach. I want to thank Michael and Eric for all you do for me; you make my job a lot easier. The Town, in general, really looks exquisite. Those four points by Golden Beach Drive and the Strand are absolutely magnificent. In my 20 years, I don't think I have ever seen the Town look more beautiful. As the Mayor said, the entrance seals and the new signs make such an incredible difference to this Town. It really kicks it up a notch and is just beautiful. Mentioned the visibility issue when pulling out of Town turning right toward the Willaim Lehman Causeway and someone is turning left at the same time to go towards Hallandale and is pulled up too far. Suggested an ad be put in the newsletter about it.

**Councilmember Mendal:** I want to thank the Town Manager and the entire Town Staff for the incredible few months that I have been here. You have put on an amazing Halloween and Veteran's Day event. You have our city looking top notch, and I wanted to wish everyone a very happy holiday.

**Mayor Singer:** Before I turn it over to Councilmember Bernstein I want to wish him a happy birthday. It was his birthday two weeks ago. Sang happy birthday.

**Councilmember Bernstein:** The whole city and what has been done over the last 18 years that I have been here is just incredible. Promotions were all very well deserved. Thank you, Steve, for your help with everything lately. Thank you, Linda, Lissette, Michael, Eric, and especially Alex, you all have been helping me with so many things recently. The Halloween event was fantastic. It was a very nice social gathering for the adults. One thing we need to think about moving forward is how torn up the park gets afterwards. When we start looking at next year, we should have a discussion and evaluate what might work better. Judy, I am sorry for missing the Veteran's Day event because I have been there every year. It was so crowded in the parking lot when I got there right as it started that I had to go all the way down to my house to park. I heard it

was incredible so good job. The job you do with Veteran's Day and the Youth Leadership Group is really amazing. The entrance signs are a real plus, I am really impressed them. The Police Auxiliary/Public Works building, wow, what a team effort on that. The beach has really become one the nicest beaches in all of Miami.

**Mayor Singer:** I forgot it was Vice Mayor Lusskin's birthday a week ago. happy birthday. I know Councilman Einstein's birthday is coming up in a week or so, happy birthday.

**Councilmember Einstein:** I'm going to echo all of the sentiments of the of all the other Councilmembers. Mayor, you made great comments. Veteran's Day, Judy, superb once again. Halloween party was tremendous. The entrance signs, the police, we are the envy of South Florida if not all of Florida. We have become that, and there are three words that come to mind "community, family, and loyalty." Starting with the heartbeat of our Town, which I would say is the Town Manager, the leadership of the Mayor, the Council, but it is the staff that makes us look good and continues to make us look good. When you look at the Police and how long they have been here, 15-20 years, the loyalty they are a part of our family.

## **I. TOWN MANAGER REPORT**

**Town Manager:** I want to thank the executive team, Assistant Town Manager Linda Epperson, Town Clerk and Human Resources Director Lissette Perez, Finance Director and CFO Maria Camacho, and Chief Rudy Herbello for all of their hard work and dedication over the last couple of months. We reduced the number of staff members that we had, but you also saw that the quality of the programming that we've done has gone up. I agree with you, Councilman Einstein, we are the envy of South Florida, and it's because of the hard work and dedication of all of our staff members. The Town Attorney and I are continuing to work out issues on Ocean Boulevard. We hope to bring you some things at our January meeting as it relates to Zone 1. The New Year's Eve Event is on the 31<sup>st</sup>. It will be on the beach in the sand under the stars. Golden Beach Youth Leadership group thank you for being here this evening, you have done a phenomenal job working with Michael and Eric over the past couple months. Our pickleball court currently has an issue, there is a big crack. We built the pickleball court on top of what used to be two wells. One of the wells has given in which compromised the earth underneath. So, we are looking to figure out a way to regROUT that well and fix the court. The crack in the pickleball court is not a defect of the contractor, but a defect of site location. The wall will not be installed in Tweddle Park. The ground saturation is so great in that area that we've had to pivot. If you haven't visited the new wall in the west lot, it looks great, it's up and done. I'm now negotiating a way out of the contract for the wall at Tweddle. We will put in a retaining wall and fencing, but we cannot support the weight of a precast wall in that area. The ground saturation is just too great, and there's no way to overcome that challenge in that area. There will be a marine patrol unit 7 days a week in response to the 29 GPS thefts in Aventura. As the mayor mentioned tonight, we will have a beach patrol on the ocean starting December 1st through the holidays. I'd also like to recognize Kirk McKoy and the Public Works staff, they have done a phenomenal job in getting our community looking excellent for the holiday season. We're looking forward to going live with our holiday lights this

weekend. In addition, I'd like to thank Michael Glidden and all of our Golden Beach team for a phenomenal Halloween event this year. Vice Mayor Lusskin I wasn't able to attend for the Veteran's Day event. The pictures I saw were phenomenal, so thank you for that. I'd like to remind you that Dogs on the Beach will be on December 11<sup>th</sup>. December 13<sup>th</sup> is our annual holiday party at Sofia in the Design District starting at 6:30 p.m. Council, after tonight you will recess until January 20<sup>th</sup>. So, the Council and public are aware, starting this Friday, I will be out of Town for the Thanksgiving holiday and returning to the office on December 2<sup>nd</sup>. I'll be gone from December 20<sup>th</sup> to January 6<sup>th</sup> for my annual end of the year trip. I wish you and your families and your loved ones a very safe and prosperous holiday season and a great New Year's. Thank you for allowing me these last 18 years to serve as your town administrator. If you're available this Thursday at noon, please join us in Tweddle Park for our annual turkey luncheon.

#### **J. TOWN ATTORNEY REPORT**

None.

#### **K. ORDINANCES - FIRST READING**

- 1. An Ordinance of the Town Council of the Town of Golden Beach Amending the Town's Code or Ordinances, Chapter 24, Article II "Retirement" Amending the Definitions of the Town's Pension Plan.**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 24, "PERSONNEL," ARTICLE II, "RETIREMENT," DIVISION 1 "GENERAL EMPLOYEES" BY AMENDING THE TOWN OF GOLDEN BEACH EMPLOYEES PENSION PLAN AT SECTION 24-31 "DEFINITIONS"; SECTION 24-41 "DEFERRED RETIREMENT OPTION PLAN"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Ordinance No. 614.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Ordinance No. 614.25

A motion to approve was made 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 Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

Councilmember Jessie Mendal      Aye

**Town Manager:** This item allows an employee to take benefit of their current year's highest salary without having to work the full year so they can enter the drop program. As you know, the drop allows our staff to stay on for 3 years, and our police to stay on for 5 years. What that does is start the clock to reset our salaries.

## **L. ORDINANCES – SECOND READING**

None.

## **M. QUASI JUDICIAL RESOLUTIONS**

### **2. A Resolution of the Town Council Approving Variance Requests for the Property Located at 360 Ocean Boulevard to Permit the Construction of an Addition and to Increase the Finished Grade Elevation of the Lot.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING VARIANCE REQUESTS FOR THE PROPERTY LOCATED AT 360 OCEAN BOULEVARD, GOLDEN BEACH, FLORIDA 33160, 1. TO PERMIT AN ADDITION TO THE EXISTING HOME TO BE CONSTRUCTED AT THE EXISTING FIRST-FLOOR FINISHED ELEVATION OF 12.85' N.A.V.D., INSTEAD OF THE 9.0' N.A.V.D. ELEVATION REQUIRED BY THE TOWN CODE; AND 2. TO PERMIT THE PROPERTY GRADE ELEVATION 11.43' N.G.V.D., INSTEAD OF THE 11.0' N.G.V.D. MAXIMUM REQUIRED BY THE TOWN CODE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 3044.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3044.25

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Bernstein and on roll call the following vote ensued:

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



**Town Clerk:** Swore in Town Manager Alexander Diaz and Assistant Town Manager Linda Epperson.

**Town Manager:** This item allows for the existing home at 360 Ocean Boulevard to keep its existing height and elevation. The Town Council adopted a new elevation of 9 N.G.V. D. for the entire community. On Ocean Boulevard, the old code was based on crown of road and FEMA maps. These homes are existing, they're not asking to do anything but keep their elevations, and so we ask that you favorably approve this item.

**Mayor Singer:** The Building Regulatory Advisory Board approved this.

## **N. MAJOR PROJECTS UPDATE & PRESENTATIONS**

- Wellness Center- Tomorrow 28 concrete trucks will be pouring the second slab of our Wellness Center. Our goal is to go vertical from there. We hope to have the last of the roof slab poured before the end of the year and start installing glazing on the site. I would like to amend previous comments about the RFP process for the Wellness Center. Due to all the activities we have, and changes in the civil plans, we will be releasing the RFP's for equipment and for the playground sometime in the first quarter of next year instead of before we adjourn for the year.
- Annex- Tonight we had the pleasure of walking around the annex and Public Works facility, and it's absolutely stunning. We were really able to provide a home for our Public Works staff and our Police Officers by spending very little money, and it looks like a million bucks. The fact that we were able to repurpose a space without having to build a new building I am very proud of that.
- A1A Wayfinding- We are working around the clock to have all the fountains and monument markers on A1A lit by Thanksgiving. Over this past quarter, the Mayor and Council have allowed me, through my spending authority, to change the landscaping on A1A. We got rid of all the grass on A1A because it was always dead. It was the Mayor's idea to freshen up A1A, and we are really excited with how it looks. After the first quarter of the year, we are going to bring you more ideas that relate to A1A.
- Other Projects- We will be providing lighting at the putting greens and the bocce ball courts. We have bocce equipment. Throughout town we have started resurfacing the roads where we have potholes. I am working with our lobbyist David Caserta to see if we can get A1A completely rebuilt and resurfaced. Lissett Rovira is working with Miami-Dade Water and Sewer to get their project underway so we can finish the milling and resurfacing of Golden Beach Drive.

## **O. CONSENT AGENDA**

### **3. Official Minutes of the October 21, 2025 Regular Town Council Meeting**

**Consensus vote 5 Ayes, 0 Nays. Item O passes.**

## P. TOWN RESOLUTIONS

### 4. A Resolution of the Town Council Approving the Installation of a New Generator for the Civic Center Complex.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE INSTALLATION OF A NEW GENERATOR FOR THE CIVIC CENTER COMPLEX; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 3045.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3045.25

A motion to approve was made 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 Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jessie Mendal	<u>Aye</u>

**Town Manager:** As you know, at your June Council meeting, you authorized the purchase of a generator for this facility. We're going to repurpose the generator that currently services the bunker for the Annex and Public Works yard. Although we waived competitive bidding, we did get 4 proposals. We are recommending Flex Electric, which is the company that did the electrical for this building. We would like to award them the contract to install and retrofit the building so we can have a full generator for both the bunker and the actual building itself.

### 5. A Resolution of the Town Council Approving the Fifth Amendment to the Town Manager's Employment Agreement.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A FIFTH AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 3046.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3046.25

A motion to approve was made 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 Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jessie Mendal	<u>Aye</u>

**Mayor Singer:** I think it's a well-deserved contract. The only thing that we did add to the contract was the longevity bonus, which the employees get anyways. I think it is a well-deserved additional bonus for the Town Manager. Working with you the last 18 years has been a pleasure, and I am very excited about the extension of the contract.

**Councilmember Bernstein:** I'd love to reiterate the Mayor's thoughts. Our revenues have basically tripled in the time you have been here, and with the money you have helped us achieve I don't think there is a finer manager in South Florida.

**Vice Mayor Lusskin:** Echoed other council sentiments. You always send photos of what is going on here even while you are away, and you will come back at the drop of a hat and that is very comforting.

**Councilmember Mendal:** Echoed Vice Mayor Lusskin's sentiments.

**Councilmember Einstein:** A number of years ago I said you're coming to a Town full of prima donnas can you handle that, and you have continued to challenge us and put things before us to make us a better Town. When people confront me about your salary, I have to bring to their attention what you have brought to the Town. As Ken stated, you have gotten us so many funds from the state, you're always thinking outside the box, and you're never settling. I think when we all move on that will be your legacy, and you should be extremely proud of it.

**Town Manager:** You all took a risk on a 27-year-old kid who didn't have any City Manager experience but was eager to transform. It has been the honor of my life to serve as your manager. I am only successful because of the team I have behind me. The Golden Beach family has really rallied behind me and put up with a lot and are truly the reason I am successful. I want to thank them one for being my family, and two for making me shine. I look forward to the next three years as your manager. I want to thank our Town Attorney Steve Helfman for everything you have taught and instilled in me. You have become a true mentor for me and really guided me through the last 18 years. I have grown to be the longest continuously serving City Manager in the state

right now, 25 years as an ICMA member, and a lot of that is because you have kept me level-headed in the advice that you give me.

**6. A Resolution of the Town Council Authorizing the Expenditure of Up to \$60,000.00 for Individual Promotional and Premium Purchases.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF UP TO \$60,000.00 FOR INDIVIDUAL PROMOTIONAL AND PREMIUM PURCHASES; PROVIDING FOR AUTHORIZATION AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 3047.25

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 3047.25

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Bernstein and on roll call the following vote ensued:

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

**Town Manager:** This item is the approval to provide the residents with their annual holiday gifts.

**Q. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None

Vice Mayor Judy Lusskin:  
None

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Councilmember Jessie Mendal:  
None Requested

Town Manager Alexander Diaz  
None Requested

**Town Manager:** A couple reminders, important dates for everyone to remember, this coming week is our Thanksgiving holiday luncheon at 12 o'clock in Tweddle Park. We're inviting John Bell Construction and Main Guy to join us as we celebrate Thanksgiving. The town offices will be closed on Thursday, November 27<sup>th</sup> and 28<sup>th</sup> to the general public. Our next important day is dog day at the beach which is December 11<sup>th</sup> from 4-6 p.m. December 13<sup>th</sup> we have the Town's annual holiday party at Sofia in the Design District at 6:30 p.m. The Town Manager will take leave on the 19<sup>th</sup> and return on the 5<sup>th</sup> of January. During that time, the town offices will be closed on December 24<sup>th</sup> and 25<sup>th</sup> and also on December 31<sup>st</sup> and January 1<sup>st</sup>. We invite all our residents and their invited guests to join us for our annual New Year's Eve event on December 31<sup>st</sup> which will be Rio inspired. The town offices will be closed to the public from December 22<sup>nd</sup> to December 29<sup>th</sup>. We will take calls, but the building is closed to the public the 22<sup>nd</sup> through the 29<sup>th</sup>.

## **R. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Mayor Singer, seconded by Vice Mayor Lusskin.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:42 p.m.

Respectfully submitted,

*Lisette Perez*  
Lisette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,   
Town Manager

**Subject:** **Resolution No. 3049.26 - Recommended Purchase of Two (2)  
Public Works Pick-up Trucks**

Item Number:

4

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3049.26 as presented.

### **Background:**

The Town wishes to purchase two (2) new Ford F-150 Pick-up Truck vehicles for the Public Works Department to use in the performance of Town duties. The Public Works Department is currently adding the above vehicles to the fleet in order to enhance the service to the residents.

The addition of these vehicles is critical in order to ensure the continued cost efficient operation of the Town's vehicle fleet.

The Florida State Sheriffs and State Contract will be utilized to ensure the Town obtains the best price possible for the vehicle and to comply with the Town's purchasing requirements for items of this amount.

### **Fiscal Impact:**

**Public Works Department Vehicles** - The cost for two (2) new Ford F-150 Pick-up Truck vehicles, in an amount not to exceed \$92,201.00. The funds for these purchases will be taken from the Public Works Department's 2025/2026 Budget Accounts.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 3049.26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING  
THE PURCHASE AND EQUIPPING OF TWO (2) FORD  
F-150 XL PICK-UP TRUCKS FOR THE PUBLIC WORKS  
DEPARTMENT; PROVIDING FOR IMPLEMENTATION;  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to purchase two (2) Ford F-150 Pick-Up Trucks in order to continue to provide service/maintenance to the residents of Golden Beach; and

**WHEREAS**, the costs to the Town to purchase and equip Two (2) Ford F-150 Pick-Up Trucks is projected to be \$92,201.00, and includes: vehicles - purchase costs of \$46,267.00 for crew cab and \$41,934.00 for standard cab; emergency equipment - purchase and installation cost not to exceed \$4,000.00; and

**WHEREAS**, The Florida State Sheriffs and State Contract will be utilized to ensure the Town obtains the best price possible for the vehicles and to comply with the Town's purchasing requirements for items of this amount.

**WHEREAS**, the Town Council finds that the purchase of these vehicles is in the best interest 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.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Authorization of Purchase.** The cost to purchase and equip two (2) Ford F-150 Pick-Up Trucks for Public Works Department for a total amount not to exceed \$92,201.00. The funds for these purchases will be taken from the Public Works

Department's 2025/2026 Budget Accounts.

**Section 3. Implementation.** That the Mayor and Town Manager are authorized to take any and all action, which is necessary to implement this Resolution.

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

**Sponsored by** the Town Administration.

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jessie Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 20<sup>th</sup> day of January, 2026.

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

ATTEST:

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

APPROVED AT TO FORM  
AND LEGAL SUFFICIENCY:

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



Prepared for:

Golden Beach Police Department

Yovany Diaz

ydiaz@goldenbeach.us

305-936-2444

Contract Holder

Duval Ford

Jared Davis

(Work) 904-388-2144

(Fax) 904-387-6816

jared.davis@duvalmotor.com

405 Lane Avenue North

Jacksonville, FL 32258

REV: 12/9/2025

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL.

FLORIDA  
SHERIFFS ASSOCIATION  
COOPERATIVE  
PURCHASING PROGRAM


We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor:  
\$90/Hr

Parts QTY

Code	Equipment	UNIT PRICE	EXTENDED
1 F1L SOUTH	Item 210 F-150 XL Regular Cab 4x4 F1L (includes: Power windows / Locks, Remote Entry, speed control)	\$ 39,725.00	\$ 39,725.00
1 YZ	Oxford White	\$ -	\$ -
1 AS	Vinyl 40/20/40 Front-Seat, Medium Dark Slate	\$ -	\$ -
1 995	5.0L V8 with Auto Start-Stop Technology- Standard on 122"	\$ -	\$ -
1 XL6	E locking 3.73 Axle, reference chart for availability (Incl w/ 995 +534)	\$ -	\$ -
1 18B	Platform type Black Running Boards	\$ 249.00	\$ 249.00
1 534	Complete Trailer Tow Package – Includes [trailer brake controller, aftermarket], Dealer installed hardware package with 2" ball, ball mount, pin and clip. Optional six way trailer plug included when specified.	\$ 1,338.00	\$ 1,338.00
1 96W	Bedliner – Tough Bed® spray-in	\$ 622.00	\$ 622.00

### AVAILABLE OPTIONS FOR CONSIDERATION

QTY	CODE	Description	PRICE	VISUAL
0	TINTA	Tint All Windows 4 Door Including Windshield Strip	\$ 385.00	DIO
0	RTX F150 B	Retrax OneMX retractable bed cover for 6.75' bed (60379) 1. One-piece aluminum-reinforced polycarbonate construction 2. Devoid of hinges, joints, or slats for superior longevity 3. Sleek matte black powder coat finish on aluminum components 4. Low-profile design with flush-mount canister 5. Durable aluminum tracks and rails 6. Sealed ball bearing rollers provide effortless operation—no moving parts to jam, freeze or fail 7. Weather-resistant design and integrated drain tubes route water outside of the bed 8. Key-lockable latch offers unparalleled security 9. Locks in any position for maximum versatility 10. Spiral track system minimizes wear and tear 11. 200-lb. weight capacity (evenly distributed) 12. Simple clamp-on installation 13. American-made 14. Limited lifetime warranty   Prorated after 1 year	\$ 1,596.00	
0	NFGP575	Premium Care National Fleet Plan [Gas Engine], five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,560.00	\$ 1,560.00

**STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025**

SE F150 A	<p><b>MECHANICAL</b></p> <ul style="list-style-type: none"> <li>• 2.7L V6 EcoBoost® with AutoStart-Stop Technology (standard on 141" and 145")</li> <li>• 5.0L V8 with AutoStart-Stop Technology (standard on 122" and 157")</li> <li>• 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability</li> <li>• AutoHold</li> <li>• Axle, Front-Independent Front Suspension (IFS)</li> <li>• Brakes-4-Wheel Disc with ABS</li> <li>• Selectable Drive Modes:</li> <li>• Electronic Ten-Speed Automatic Transmission</li> <li>• Fail-Safe Cooling • Jack</li> <li>• Electric Parking Brake</li> <li>• SelectShift Automatic Transmission with Progressive Range Select</li> <li>• Shock Absorbers, Gas-Heavy-Duty, Front</li> <li>• Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear</li> <li>• Springs, Front-Coil</li> <li>• Springs, Rear-Leaf, Two-Stage Variable Rate</li> <li>• Stabilizer Bar Front</li> <li>• Steering-Power, Rack-and-Pinion</li> </ul>
SE F150 B	<ul style="list-style-type: none"> <li>• Bed Storage Boxes (NAW/8'Box)</li> <li>• Bumper and Fascia, Front-Black</li> <li>• Bumper, Rear-Black</li> <li>• Cargo Lamp-Integrated with Center High-mounted Stop Lamp (CHMSL)</li> <li>• Daytime Running Lamps (DRL) (On/Off Cluster controllable)</li> <li>• EasyFuel Capless Fuel-Filler</li> <li>• Exhaust-Single Rear</li> <li>• Fuel Tank: 23 Gallon (Regular Cab 6.5'Box) — 36 Gallon (Regular Cab Lwb, SuperCab and SuperCrew®)</li> <li>• Fully Boxed Steel Frame</li> <li>• Grille-Black</li> <li>• Handles, Black-Door and Tailgate with Black Bezel</li> <li>• Hooks-Pickup Box Tie-Down, four(4)</li> <li>• Hooks-Front Tow 4x4, two(2)</li> <li>• Mirrors, Sideview-Manual-folding, Power Glass with Heat</li> <li>• Power Tailgate Lock</li> <li>• Spare Tire/ -Rear Under Frame</li> <li>• Stone Cuffs, Front &amp; Rear</li> <li>• Tailgate Lift Assist</li> <li>• Tailgate-removable with key lock</li> <li>• Tires <ul style="list-style-type: none"> <li>— 245/70R17BSW all-season tires (A/S) 4x2</li> <li>— 265/70R17BSW all-terrain tires (A/T) 4x4</li> </ul> </li> <li>• Trailer Sway Control</li> <li>• Trailer Towing-4-pin wiring, ball mounting provisions in rear bumper</li> <li>• Wheels-17" silver steel</li> <li>• Wipers-Intermittent speed</li> </ul>
SE F150 C	<ul style="list-style-type: none"> <li>• 12" Productivity Screen in Instrument Cluster</li> <li>• Black Vinyl Floor Covering</li> <li>• Compass Display in Instrument Cluster</li> <li>• Cruise Control • Dome Light • Door Trim-Soft Armrest</li> <li>• Fade-to-Off Interior Lighting</li> <li>• Gauges and Meters-Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer</li> <li>• Grab Handles • Horn-Dual-Note • Illuminated Entry</li> <li>• Air Conditioning, Single Zone</li> <li>• Outside Temperature Display</li> <li>• Powerpoint 12V</li> <li>• Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock)</li> <li>• Power Windows</li> <li>• Rear Window with Fixed Glass and Solar Tint</li> <li>• Rearview Mirror, Day/Night</li> <li>• Scuff Plates-MIC, Front</li> <li>• Seat, Front— Cloth 40/20/40 <ul style="list-style-type: none"> <li>— 2-Way manual driver/passenger — Armrest</li> </ul> </li> <li>• Seat, Rear — Cloth (SuperCrew®)</li> <li>• Steering Wheel, Black Urethane-Manual Tilt/Telescoping</li> <li>• Visor, Driver Side; Visor with Mirror, Passenger-Side</li> </ul>
SE F150 D	<ul style="list-style-type: none"> <li>• AdvanceTrac® w/RSC® (Roll Stability Control)</li> <li>• Airbags <ul style="list-style-type: none"> <li>— Driver and Passenger Front Airbags</li> <li>— Driver and Passenger Seat-Mounted Side Airbags</li> <li>— Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)</li> </ul> </li> <li>• Curve Control</li> <li>• LED Reflector Headlamps-Black Bezels</li> <li>• Perimeter Alarm</li> <li>• Rain Lamp Wiper Activated Headlamps</li> <li>• Seat Belts, Active Restraint System (ARS). Three-point</li> <li>• SecuriLock® Passive Anti-Theft System (PATS)</li> <li>• SOS Post-Crash Alert System</li> <li>• Tire Pressure Monitoring System (TPMS)</li> <li>• Ford Security Package (1-year Plan Included)</li> </ul>

SE F150 E	<b>FORD CO-PILOT360™ TECHNOLOGY • FordCo-Pilot360™2.0</b> — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert — Camera Only AEB Oncoming — Camera Only Evasive Steering Assist — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Aid ○ Driver Alert ○ Road Edge Detection — Intersection Assist — Pre-Collision Assist® with Automatic Emergency Braking (AEB) ○ PedestrianDetection ○ ForwardCollisionWarning ○ DynamicBrakeSupport — Post-Collision Braking — Rear View Camera — Rear Parking Sensors — Reverse Brake Assist
SE F150 F	<b>FUNCTIONAL</b> •Autolamp – Auto On/Off Headlamps •AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®) •Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)•FordPass™ Connect (5G) —5G LTE Wi-Fi hotspot connects up to 10 devices •Hill Start Assist •SYNC® 4 with Enhanced Voice Recognition —12" LCD Capacitive Touchscreen with Swipe Capability —Wireless Phone Connection —Cloud Connected —AppLink® w/App Catalog —911 Assist® —Apple CarPlay® and Android Auto™ Compatibility —Digital Owner's Manual —Conversational Voice Command Recognition

Prepared for:

Golden Beach Police Department

Yovany Diaz

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1 995	5.0L V8 with Auto Start-Stop Technology	\$ 2,328.00	\$ 2,328.00
1 XL9	E Locking 3.55 Axle, reference chart for availability (Incl w/ 995 + 534)	\$ -	\$ -
1 18B	Platform type Black Running Boards	\$ 249.00	\$ 249.00
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0	NFGP575	Premium Care National Fleet Plan [Gas Engine], five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	\$ 1,560.00	\$ 1,560.00

**STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025**

SE F150 A	<p><b>MECHANICAL</b></p> <ul style="list-style-type: none"> <li>• 2.7L V6 EcoBoost® with AutoStart-Stop Technology (standard on 141" and 145")</li> <li>• 5.0L V8 with AutoStart-Stop Technology (standard on 122" and 157")</li> <li>• 4x4 Electronic Shift-On-the-Fly (ESOF) with Neutral Towing Capability</li> <li>• Auto Hold</li> <li>• Axle, Front-Independent Front Suspension (IFS)</li> <li>• Brakes-4-Wheel Disc with ABS</li> <li>• Selectable Drive Modes:</li> <li>• Electronic Ten-Speed Automatic Transmission</li> <li>• Fail-Safe Cooling • Jack</li> <li>• Electric Parking Brake</li> <li>• SelectShift Automatic Transmission with Progressive Range Select</li> <li>• Shock Absorbers, Gas-Heavy-Duty, Front</li> <li>• Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear</li> <li>• Springs, Front-Coil</li> <li>• Springs, Rear-Leaf, Two-Stage Variable Rate</li> <li>• Stabilizer Bar Front</li> <li>• Steering-Power, Rack-and-Pinion</li> </ul>
SE F150 B	<ul style="list-style-type: none"> <li>• Bed Storage Boxes (NAW/8'Box)</li> <li>• Bumper and Fascia, Front-Black</li> <li>• Bumper, Rear-Black</li> <li>• Cargo Lamp-Integrated with Center High-mounted Stop Lamp (CHMSL)</li> <li>• Daytime Running Lamps (DRL) (On/Off Cluster controllable)</li> <li>• EasyFuel Capless Fuel-Filler</li> <li>• Exhaust-Single Rear</li> <li>• Fuel Tank: 23 Gallon (Regular Cab 6.5'Box) — 36 Gallon (Regular Cab Lwb, SuperCab and SuperCrew®)</li> <li>• Fully Boxed Steel Frame</li> <li>• Grille-Black</li> <li>• Handles, Black-Door and Tailgate with Black Bezel</li> <li>• Hooks-Pickup Box Tie-Down, four(4)</li> <li>• Hooks-Front Tow 4x4, two(2)</li> <li>• Mirrors, Sideview-Manual-folding, Power Glass with Heat</li> <li>• Power Tailgate Lock</li> <li>• Spare Tire/ -Rear Under Frame</li> <li>• Stone Cuffs, Front &amp; Rear</li> <li>• Tailgate Lift Assist</li> <li>• Tailgate-removable with key lock</li> <li>• Tires <ul style="list-style-type: none"> <li>— 245/70R17BSW all-season tires (A/S) 4x2</li> <li>— 265/70R17BSW all-terrain tires (A/T) 4x4</li> </ul> </li> <li>• Trailer Sway Control</li> <li>• Trailer Towing-4-pin wiring, ball mounting provisions in rear bumper</li> <li>• Wheels-17" silver steel</li> <li>• Wipers-Intermittent speed</li> </ul>
SE F150 C	<ul style="list-style-type: none"> <li>• 12" Productivity Screen in Instrument Cluster</li> <li>• Black Vinyl Floor Covering</li> <li>• Compass Display in Instrument Cluster</li> <li>• Cruise Control • Dome Light • Door Trim-Soft armrest</li> <li>• Fade-to-Off Interior Lighting</li> <li>• Gauges and Meters-Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer</li> <li>• Grab Handles • Horn-Dual-Note • Illuminated Entry</li> <li>• Air Conditioning, Single Zone</li> <li>• Outside Temperature Display</li> <li>• Powerpoint 12V</li> <li>• Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock)</li> <li>• Power Windows</li> <li>• Rear window with Fixed Glass and Solar Tint</li> <li>• Rearview Mirror, Day/Night</li> <li>• Scuff Plates-MIC, Front</li> <li>• Seat, Front— Cloth 40/20/40 <ul style="list-style-type: none"> <li>— 2-Way manual driver/passenger — Armrest</li> </ul> </li> <li>• Seat, Rear — Cloth (SuperCrew®)</li> <li>• Steering Wheel, Black Urethane-Manual Tilt/Telescoping</li> <li>• Visor, Driver Side; Visor with Mirror, Passenger-Side</li> </ul>
SE F150 D	<ul style="list-style-type: none"> <li>• AdvanceTrac® w/RSC® (Roll Stability Control)</li> <li>• Airbags <ul style="list-style-type: none"> <li>— Driver and Passenger Front Airbags</li> <li>— Driver and Passenger Seat-Mounted Side Airbags</li> <li>— Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)</li> </ul> </li> <li>• Curve Control</li> <li>• LED Reflector Headlamps-Black Bezels</li> <li>• Perimeter Alarm</li> <li>• Rain Lamp Wiper Activated Headlamps</li> <li>• Seat Belts, Active Restraint System (ARS). Three-point</li> <li>• SecuriLock® Passive Anti-Theft System (PATs)</li> <li>• SOS Post-Crash Alert System</li> <li>• Tire Pressure Monitoring System (TPMS)</li> <li>• Ford Security Package (1-year Plan Included)</li> </ul>

SE F150 E	<b>FORD CO-PILOT360™ TECHNOLOGY • FordCo-Pilot360™2.0</b> — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert — Camera Only AEB Oncoming — Camera Only Evasive Steering Assist — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Aid ○ Driver Alert ○ Road Edge Detection — Intersection Assist — Pre-Collision Assist® with Automatic Emergency Braking (AEB) ○ PedestrianDetection ○ ForwardCollisionWarning ○ DynamicBrakeSupport — Post-Collision Braking — Rear View Camera — Rear Parking Sensors — Reverse Brake Assist
SE F150 F	<b>FUNCTIONAL</b> •Autolamp – Auto On/Off Headlamps •AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®) •Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver)•FordPass™ Connect (5G) —5G LTE Wi-Fi hotspot connects up to 10 devices •Hill Start Assist •SYNC® 4 with Enhanced Voice Recognition —12" LCD Capacitive Touchscreen with Swipe Capability —Wireless Phone Connection —Cloud Connected —AppLink® w/App Catalog —911 Assist® —Apple CarPlay® and Android Auto™ Compatibility —Digital Owner's Manual —Conversational Voice Command Recognition





# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

5

**Subject:** Resolution No. 3050.26 – Approving Issuance of a Request for Proposals (RFP) for the Design, Procurement and Installation of Playground Equipment for the Re-Imagined Tweddle Park.

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3050.26 as presented.

### **Background:**

On March 21, 2023 the Town Council approved the design for the Re-Imagined Tweddle Park and work began on the site plan which included pickle ball courts, tennis courts, a junior basketball court, a brand new dog park, and a playground that would satisfy the needs of all of the youth members of the community from toddlers to teenagers.

Now that the Wellness Center site has been formally accepted, the Town is moving forward with the next phase of site enhancements. As part of the approved site plan, two specific areas have been designated for playground equipment.

Staff is issuing a Request for Proposals (RFP) inviting qualified playground manufacturers and design firms to evaluate these two designated areas and provide professional services related to the design, selection, and layout of appropriate playground equipment, site furnishings and shade. The intent is to obtain creative, safe, and site-appropriate playground solutions that align with the overall vision for the Wellness Center.

Approval of this RFP simply authorizes the Town to go out to bid for these professional services. No vendor selection or financial commitment will occur at this stage. Any recommended award resulting from this process will be brought back to the Town Council for review and approval at a future meeting.

Page 2 of 2  
MEMO RESO No. 3050.26  
RE: RFP for Tweddle Park Playground Equipment

With the completion of the pickle ball and tennis courts and significant work completed on the Wellness Center, the Administration is ready to move forward with the playground RFP.

**Fiscal Impact:**

None to issue the Request for Proposals.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 3050.26**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE DESIGN, PROCUREMENT AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR THE RE-IMAGINED TWEDDLE PARK; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Administration has been developing a Request for Proposals (RFP) for the Design, Procurement and Installation of Playground Equipment for the Re-Imagined Tweddle Park; and

**WHEREAS**, the Administration is prepared to issue the RFP which includes the Design Criteria specifications; and

**WHEREAS**, the Administration is asking for approval to issue the RFP, with the Design Criteria as specified.

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

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

**Section 2. Approval of Proposal.** The Town Council hereby approves the Request for Proposals for the Design, Procurement and Installation of Playground Equipment for the Re-Imagined Tweddle Park.

**Section 3. Implementation.** The Town Manager is hereby authorized to release the Request for Proposals with the approved Design Criteria.

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

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jessie Mendal	_____
Councilmember Bernard Einstein	_____

**PASSED** and **ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 20<sup>th</sup> day of January, 2026.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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



# Town of Golden Beach

## **REQUEST FOR PROPOSAL**

Sealed proposals will only be accepted at the Town Clerk's Department, 100 Ocean Blvd. Golden Beach, FL 33160 for:

### **PLAYGROUND EQUIPMENT AND INSTALLATION RFP # PR 2026-001**

Until **4:00 PM.**, Local Time, **March 3, 2026** at which time and place all proposals received will be publicly opened and read aloud in the Town Council Chambers. Sealed proposals shall be submitted to the Town Clerk, on paper and in accessible electronic format, in accordance with the Instructions to Bidders. Proposals received after the time and date specified will not be considered. The face of the envelope shall be addressed as:

Town Clerk, Town of Golden Beach

100 Ocean Blvd.

Golden Beach, FL 33458

March 3, 2026

Playground Equipment and Installation RFP #2026-001

The general nature and scope of this project is:

The Town of Golden Beach, Florida, desires bids from qualified vendors for the design, purchase and installation of playground equipment, amenities, playground surfacing, fabric shade structures, outdoor seating, site equipment, and relevant site work as specified in the scope of work.

Bid Documents will be available on January 22, 2026 through Open Bids-DemandStar at [www.demandstar.com](http://www.demandstar.com) for a free agency subscription for the Town of Golden Beach.

All questions concerning this project shall be directed the Town Clerk, Lissette Perez, in writing by email ([LPerez@goldenbeach.us](mailto:LPerez@goldenbeach.us)) with the Project Name in the subject of the email. Clarification and changes to the bid documents, if needed, will be made by addendum through [www.demandstar.com](http://www.demandstar.com).

The Town of Golden Beach reserves the right to waive any irregularities and to reject any and all bids. The Town of Golden Beach is an equal opportunity employer.

By Order of the Town Council, Town of Golden Beach

Lissette Perez, Town Clerk

PUBLISHED: [www.demandstar.com](http://www.demandstar.com) on January 22, 2026

## LIST OF CONTENTS

Bidders must register with the online bidding site in order to receive all required documents and notification of addenda.

This document includes:

Instructions to Bidders

Bid Submittal and Contract Specifications

Scope of Services

Sample Agreement between Owner and Contractor

Exhibits

Forms are available for review from DemandStar ([www.demandstar.com](http://www.demandstar.com)) or the by the Town Clerk ([LPerez@goldenbeach.us](mailto:LPerez@goldenbeach.us))

The following documents must be downloaded separately:

**One** original of the following documents must be returned with bid. Do not return any other pages or documents unless specifically requested in the Request for Proposals (RFP). If e-bidding, upload documents as **one** complete document rather than separately (no paper copy necessary).

Bid Form

Bidder's Qualification Statement

E-Verify Affidavit

Bid Bond

List of Subcontractors

Public Entity Crime-Sworn Statement

Addenda, if any

**Prohibited Communications:** Potential bidders shall not communicate in any way with the Town Councilors, Town Manager, or any Town staff, other than Purchasing personnel, regarding this Request for Bid (RFP) from the time of bid advertisement through, and including, bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

## BASIC SCOPE OF SERVICES

The Golden Beach, Florida (hereinafter referred to as “the Town”) desires bids from qualified vendors for the design, purchase, and installation of playground equipment, amenities, playground surfacing, fabric shade structures, and outdoor fit equipment, and relevant site work as specified herein. The scope of requirements includes, but is not limited to:

Playground equipment and amenities supply and installation;

General site work, such as demolition, grading, flatwork, infrastructure harmonizing, and utility related tasks as required:

- Design & Construction Documents
- Playground surfacing – including artificial turf or other IPEMA Certified and ADA compliance, supply and installation
- Fabric shade structures, supply, and installation
- Site Furnishings
- Site Security and Protection
- Record Drawings

Coordinate, Schedule, and Secure approval from manufacturer for all required inspections of installed equipment and amenities, as applicable. All items must pass inspection and be certified as compliant for use.

Prices quoted shall include delivery within the Town of Golden Beach, Florida. The Awardee(s) shall be issued a Work Order and receive individual Purchase Orders specifying the name and ship-to address.

## PLAYGROUND COMPONENTS

1. Design Layout – Submit a playground design with:

- Age-appropriate zones (e.g., 2–5 and 5–12 years)
- Inclusive and ADA-accessible elements
- Safety zones and use zones (per ASTM F1487)
- Layout plan showing equipment, surfacing, and circulation paths

2. Equipment Components – All equipment shall be:

- Commercial-grade
- Steel or high-strength composite construction

- UV- and weather-resistant
- IPEMA-certified (third-party safety certified)
- Color options to be selected by Owner

3. Equipment Types – Facilities may include (example list):

- Multi-play structures
- Swings (belt, bucket, and inclusive types)
- Climbers (rock walls, nets, monkey bars)
- Slides (straight, spiral, ADA transfer)
- Spring riders or spinners
- Musical play elements or sensory panels
- Site furnishing i.e. benches

4. Surfacing - Provide and install impact-attenuating safety surfacing:

- Options: Engineered wood fiber (EWF), artificial turf, rubber tiles
- Must meet ASTM F1292 and ASTM F1951 standards
- Edging and drainage as required

5. Playground Installation and Site Work – Furnish, installation, and construction shall consist of:

- Demolition and disposal of existing equipment (if applicable)
- Grading and subbase preparation
- Drainage structures and conveyance
- Install all equipment per manufacturer's specifications
- Anchoring in concrete footings, where required
- Ensure safety zones, fall heights, and spacing comply with CPSC and ASTM F1487
- Utility relocation, addition, and hook-up
- Ancillary water and power stations (if applicable)

6. Inspections & Testing

- Coordinate with certified playground safety inspector (CPSI) for final inspection
- Correct any deficiencies prior to project closeout



#### 7. Submittals Required with Bid

- Playground layout and 3D color renderings
- Manufacturer's product data sheets and certifications
- Safety surfacing specifications
- Contractor/Installer Information and Certifications
- Proof of CPSI on staff or subcontracted
- References of similar completed projects

#### 8. Compliance Requirements

- All equipment, products, and installation must comply with:
- International Play Equipment Manufacturers Association (IPEMA)
- ASTM F1487 – Playground Equipment Safety Standard
- ASTM F1292 – Impact Attenuation of Surfacing
- ASTM F1951 – ADA Accessibility
- CPSC Public Playground Safety Handbook
- Americans with Disabilities Act (ADA)
- Town Codes and Ordinances
- Florida Building Code

#### 9. Site Requirements

- Shade structures over play areas
- Site furnishings (benches, bike racks, trash cans)

#### 10. Warranty & Maintenance

- Minimum 15-year structural warranty on equipment
- Provide owner's manual and maintenance guide
- Provide 1-year workmanship warranty

#### 11. Contractor Qualifications

- Must be licensed and insured in the state/jurisdiction
- Minimum 5-years' experience in commercial playground installation
- Must have or subcontract a Certified Playground Safety Inspector (CPSI)

- All products must be new, unused, of the latest design and technology and from the most current product lines.

CONTRACTOR is responsible for securing and maintaining any and all permits and licenses as required by local, State, and Federal regulations as necessary to perform the Work of the Contract in accordance with all regulatory and permit requirements.

All Contract requirements and performance criteria shall be adhered to for each individual project including but not limited to: Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Liquidated damages shall be based on the individual project cost for each Work Order issued under this Contract.

#### CRITERIA FOR SELECTION OF FIRMS

It is the intent of the TOWN to enter into a 'turn-key' Agreement. No representation or guarantee is made by the TOWN as to the minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the term of the agreement.

The selection committee will independently review the submittals and decide by consensus, based upon capabilities, adequacy of personnel, past record, and experience of the firm and/or individuals, which firms will be shortlisted and interviewed for consideration of contract award. No fewer than three (3) shortlisted firms will be interviewed and/or allowed time for a brief presentation.

The following criteria will be used to rank the **shortlisted** firms.

<b>Selection Criteria</b>	<b>Point Value</b>
Qualifications & Team Expertise	0-20
Past Relevant Project Performance	0-20
Project Understanding & Approach	0-20
Discounted Cost Proposal	0-30
Quality Assurance, Warranty Maintenance & Town Support	0-10
<b>Total Points</b>	<b>0-100</b>

## CRITERIA DETAILS

### Qualifications & Team Expertise (20%)

- Experience in installing commercial playgrounds
- Certified Playground Safety Inspector (CPSI) on staff
- In-house vs. subcontracted work
- Licensing and insurance

### Past Relevant Performance (20%)

- Completion of similar projects (scope, size, client type)
- Client references and satisfaction
- Quality and timeliness of past work

### Project Understanding & Approach (20%)

- Demonstrates understanding of project goals and constraints
- Clear project plan and timeline
- Compliance with safety standards (ASTM, CPSC, ADA)
- Proposed design innovation or inclusivity features

### Cost Proposal (30%)

- Bidder shall provide:
- Single fixed percentage discount off MSRP, if any (e.g., -15%)
- Contractor – Qualified manufacturer installer cost for direct, self-performed work
- Subcontractor markup
- Material markup
- Costs for playground types and site work will vary. Discounts will be applied upon selected playground facilities and completed site work scope within individual project proposals.

### Quality Assurance, Warranty, and Support (10%)

- Quality assurance practices during playground fabrication, delivery, and installation as well as site construction oversight.
- Length and coverage of warranties (equipment, surfacing, labor)
- Maintenance support offered

- Post-installation training or documentation

1. Submittal to be provided in the order below:

- Cover letter / statement of interest ***including e-mail address of person to be notified of award***, manually and duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary firm.
- Professional qualifications of company.
- Professional qualifications of specific individuals, contractors, and subcontractors that will be assigned to the Town of Golden Beach.
- Description of experience in the related field.
- Description of approach to playground design, construction, and permitting projects for the Town of Golden Beach. Please describe how your approach will provide a safe, high quality, cost effective finished product within an efficient schedule.
- Manufacturer's playground catalog and price list
- Bid Form
- The process in which quality assurance, warranty, and additional maintenance and support is performed within a playground project.
- Statement of firm's willingness to meet the time and budget requirements of tasks.
- Disclosure of any potential conflict of interest due to any other clients, contracts or property interests for this project only. Include a notarized statement certifying that no member of your firm ownership, management or staff has a vested interest in any aspect of or Department of the Town of Golden Beach. **Note:** Vendors shall not employ Town employees or former Town employees to work on Town projects.

2. Catalog/Price Lists:

Bidders shall furnish, with this bid, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has a website with updated manufacturer list pricing with the TOWN discount schedule. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of noncompliance to Special Condition Section 3. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. All Awardees may be requested to deliver this same catalog(s) to all Town locations within the Town of Golden Beach, Florida, upon request and at no cost to TOWN when notified to do so. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the contract on the cover of the MSRP price list distributed. Distributed catalog/price list(s) shall be at no charge to TOWN. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog will result in disqualification of bid for that item.

If, during the contract period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to Town Clerk at 100 Ocean Blvd. Golden Beach, FL 33160. The awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products at no cost to Town, if necessary. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.

### 3. Single Fixed Percentage Discount Offered:

Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's items and the installation fees. That will be used for the term of the contract. The single fixed percentage offered shall remain firm throughout the term of the contract. Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. Net pricing is acceptable.

4. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.

### POST BID REQUIREMENTS

All Contract requirements and performance criteria shall be adhered to for each individual project including but not limited to Notice to Proceed, Contract Time, Contract Price, Substantial Completion, and Final Completion.

Liquidated damages shall be determined on a project-by-project basis the work order.

Payment & Performance Bonds shall be required for all Work Orders \$200,000 or greater (or otherwise indicated) and shall be recorded in the public records of TOWN. A certified copy of completed and recorded bonds must be delivered to and accepted by the TOWN (Attn: Town Clerk LPerez@goldenbeach.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the TOWN and written through a licensed agency that fulfills the requirements of Section 287.0935, Florida Statute (as amended).

The TOWN shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The awardee agrees to this condition by signing their bid.

The TOWN will not be held to any minimum/maximum quantities or dollars during the term of Contract.

### BID AWARD

In order to meet the needs of the Town, awards shall be made to all bidders found to be responsive and responsible and who offer a firm percentage discount for equipment, submit catalogs, agree to provide quotes as requested, and otherwise comply with all bid specifications, terms, and conditions contained herein, including identifying their certified and TOWN prequalified installer. The percentage discount offered must be stated in the spaces provided on the Bid Summary Sheet. The percentage discount offered must remain firm throughout the contract period. TOWN reserves the right to release new bids for any items that are included in catalogs submitted. This bid does not preclude individual departments from making purchases

from other vendors, per total purchase order, in an amount up to \$10,000, pursuant to Town Policy.

TOWN, through its designee(s), reserves the right to further negotiate any bid, including price and warranty, with all responsible and responsive bidders to meet the needs of the Town.

Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If the contract is to be awarded, it will be awarded to selected, responsive, responsible Bidder, based on the Bid price and qualifications as evaluated by the Owner to be in the best interest of the Owner. All Bid pricing shall be submitted on the Bid Form (Bid Schedule of Values) included in the Front-End Bid Documents. All qualifications shall be provided

The bidder shall hold prices for a period of (90) calendar days from the bid date.

More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will be considered for award. If, in the determination of the Owner, there are reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bidders to be a non-responsible or non-qualified Bidder.

After award of this bid, any Awardee who violates any specification, term, or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with Town for two years.

Schedule: Upon receipt of a Work Order (WO) and Purchase Order (PO), the awardee must submit a schedule within one week. The schedule must be approved by TOWN personnel and/or Owner's representatives. Schedule must delineate major timelines: electronic submittal for preliminary review, hard copy submittal fully compliant with all requirements (including but not limited to Florida Building Codes, TOWN Design Specifications and guidelines), delivery lead time and construction schedule. If awardee fails to submit and abide by said schedule, TOWN reserves the right to cancel the WO and PO at no cost to the Owner. Unless impacted by a Force Majeure, scopes pertaining to awards under this contract should not exceed a completion period of six (6) months from the WO and PO issuance date.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The Town may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the Town.

#### CONTINUING SERVICES CONTRACT

1. Only vendors awarded under this bid will be allowed to participate in any upcoming projects for playgrounds, surfacing, repairs, fabric shade structures, and outdoor fitness equipment.
2. Projects shall be assigned on an individual basis to any of the awarded Contractors using the Contract prices based on total project cost and schedule constraints. Request for proposals shall

be submitted for project scope. The Town shall specify a deadline to submit the proposals. Any proposals not submitted or submitted after the deadline may be deemed nonresponsive.

3. Proposals shall be requested on a project-by-project basis to any of the awarded Contractors. The Contractor will be required to provide an itemized cost proposal for each project based on the Contract prices in the bid. Proposals shall be provided within ten (10) business days of request.

4. The TOWN's individual project request for proposal format shall include the following items:

4.1 A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.

4.2 Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

4.3 Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the TOWN. The TOWN reserves the right to reject any quotation in response to an individual project request for proposal if said quotation names a subcontractor who has, in the sole opinion of the TOWN, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.

#### 5. Project Schedule and Completion Date

Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted. The Town will generate a Work Order and Purchase Order as a result of approved proposal submitted, at the sole discretion of the Town. The Town reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the TOWN. Project schedules will be developed with the low bidder and the Contract Time shall be established and adhered to within the execute Work order.

#### INSTRUCTIONS TO BIDDERS

1. Cone of Silence. The TOWN prohibits any discussion by a Contractor subcontractor with Selection Committee members or any other employee regarding this Contract including but not limited to the Town Manager and Town Councilors about the project during the selection process from the time of advertisement until contract award except during public meetings. Violation of this policy shall result in disqualification of the vendor.

2. Contract. The successful Contractor shall be required to execute the Contract included with this RFP and be able to provide the required insurance. Contractors not able to do this should not respond. Any request for a revision to the standard contract shall be submitted prior to the RFP due date in order to be considered. The Contractor understands that this RFP does not constitute



an agreement or contract with the Contractor. TOWN contracts are awarded only when a fully executed written agreement has been returned to the Contractor by the TOWN.

3. All questions concerning this selection process or this document must be e-mailed to LPerez@goldenbeach.us. Questions shall be received no later than 4:00 PM on Monday the week prior to the qualification due date.
4. No oral interpretation of this RFP shall be considered binding. The TOWN shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations, responses to questions or supplemental instructions will be in the form of written addendum via [www.demandstar.com](http://www.demandstar.com). Failure of any Contractor to receive such addendum shall not relieve said Contractor from any obligation under the RFP submitted. All addenda issued shall become part of the Contract Documents.
5. The TOWN reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the TOWN.
6. All submittals shall become public records upon receipt by the TOWN.
7. Submittals may be withdrawn prior to due date by written request dispatched by the Contractor and received by the Purchasing Division before the time for receiving Submittals has expired.
8. The TOWN reserves the right to request clarification of information submitted and to request additional information of one or more Contractors after the deadline for receipt of Submittals.
9. Costs for preparation of a response to this request are solely those of the Contractors and the TOWN assumes no responsibility for any such costs incurred by the Contractor. The TOWN will not be liable for any costs incurred by the Contractor prior to execution of the contract by the parties.
10. Submittals shall be formatted to letter sized paper and with a minimum 12-point font.
11. Contractors are instructed NOT to fax or e-mail their submittal as they shall be rejected as non-responsive.
12. Contractors must indicate on the outside of their envelope the following:
  - RFP Number and Name
  - Due Date and Time
  - Name and address of Contractor
13. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. When a firm is a Contractor, the RFP shall be signed in the name of the firm by one or more of the partners. When a corporation is the Contractor, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the RFP as agent must file with its legal evidence of the signature



authority. Contractors who are nonresident corporations shall furnish to the TOWN a certified copy of their permit to transact business in the State of Florida along with their RFP.

14. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.

15. Any Contractor who presents in its RFP to the TOWN, any information which is determined by the TOWN, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

16. Protests shall be in accordance with the procedure as established.

17. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the RFP documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

18. The Contractor, sub-recipient or sub-Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

19. It is the policy of the United States, the State of Florida, or the TOWN that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.

20. Selection Committee meetings are posted on the TOWN's website at [www.goldenbeach.us](http://www.goldenbeach.us) in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public except meetings at which a vendor makes an oral presentation or at which a vendor answers questions as part of this competitive solicitation in accordance with Section 286.0113, Fla. Stat.

21. Notification of shortlist shall be within 72 hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on [www.demandstar.com](http://www.demandstar.com).

22. Section 112.313, Fla. Stat., prohibits contracts with TOWN employees, officers and advisory board members. All bidders must disclose the name of any Town of Golden Beach officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.

23. Prompt Payment. The payment due date for the purchase of goods or services other than construction services is 45 days after the date on which a proper invoice is received by the TOWN; or if a proper invoice is not received by the local governmental entity, the date on which services are completed.

If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided herein. All payments due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the TOWN for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term “1 month” means a period beginning on any day of one month and ending on the same day of the following month.

[END OF SECTION]



**SAMPLE AGREEMENT BETWEEN TOWN AND CONTRACTOR FOR  
GOODS AND SERVICES**

THIS AGREEMENT, effective this \_\_\_\_\_ day of \_\_\_\_\_ in the year, 2026,

between:

TOWN OF GOLDEN BEACH, a political subdivision of the State of Florida, (hereinafter TOWN), located at 100 Ocean Blvd. Golden Beach, Florida 33160

AND the CONTRACTOR:  
(hereinafter CONTRACTOR)

Contract Name: PLAYGROUND EQUIPMENT AND INSTALLATION  
Contract Number: RFP 2026-001

In accordance with the following terms:

Total Contract Price: \$ \_\_\_\_\_

Substantial Completion Time: \_\_\_\_\_ calendar days

Liquidated Damages: \$ \_\_\_\_\_ per day following substantial completion

Final Completion Time: 30 calendar days upon issuance of the Punchlist

Liquidated Damages: \$ per day following final completion

**WHEREAS**, the TOWN has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Proposals (RFP) and the Scope of Services; and

**WHEREAS**, the TOWN solicited competitive bids for such services pursuant to the Town of Golden Beach bid number referenced on Page 1 of this Agreement; and

**WHEREAS**, the TOWN awarded the Bid to CONTRACTOR; and

**WHEREAS**, the CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

**1. Services to be Performed.** The CONTRACTOR hereby agrees to provide the TOWN with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

**2. Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

**3. Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon project construction schedule. This Agreement may be extended subject to execution of a written agreement between the TOWN and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same or decrease.

**4. Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

**5. Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the TOWN. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the TOWN within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the TOWN, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the TOWN awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

## **6. Time of Performance**

6.1 Performance under this Agreement deliver the goods and perform the services in accordance with the schedule set forth in each issued Work Order, unless terminated earlier in accordance with the terms of this Agreement. Time is of the essence with respect to CONTRACTOR'S obligations under this Agreement.

6.2 If either party anticipates any delay in performance, it shall promptly notify the other party in writing, stating the reason for the delay and the expected duration. Any such delay shall not relieve the party of its obligations unless agreed to in writing by the other party.

6.3 Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, natural disasters, labor strikes, or power outages, provided that the affected party gives prompt written notice of the delay and resumes performance as soon as practicable.

## **7. Liquidated Damages**

7.1 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN's estimated damages resulting from the delay to Final Completion.

7.2 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.3 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the TOWN. The CONTRACTOR agrees to the reasonableness of the posted Liquidated Damages amount, which may not equal actual damages, and shall be legally enforceable in a court of law.

## **8. Termination**

8.1 TOWN shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. TOWN shall have the right to terminate this Agreement if such correction is not made within the time specified above.

8.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the TOWN.

8.3 TOWN reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

## **9. Pricing and Payment**

9.1 All Products and Services under this Agreement will be priced and/or discounted as stated in the Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

9.2 Freight must be pre-paid and added to the Invoice and the quote. The TOWN will pay actual freight charges.

9.3 For changes in the Work performed by the CONTRACTOR's own forces, the CONTRACTOR shall be entitled to a percentage 10% (ten percent) mark-up for Actual

Costs. For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10% (ten percent); and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5% (five percent). The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs.

## **10. Compensation.**

10.1 TOWN shall pay CONTRACTOR upon CONTRACTOR's completion of, and TOWN's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. TOWN shall pay invoices in accordance with the Local Government Prompt Payment Act.

10.2 Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the TOWN and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the TOWN.

## **11. Permit/ Licenses.**

11.1 CONTRACTOR must secure and maintain all permits and licenses as required by local, State, and Federal regulations as necessary to perform the Work of the Contract in accordance with all regulatory and permit requirements.

11.2 The CONTRACTOR is responsible for performing the Work in accordance with all permit conditions whether Contractor holds the permit or TOWN holds the permit.

11.3 CONTRACTOR will be responsible to pay for and obtain any other permits required for execution of the work. Contractor will be responsible for treatment of development water prior to disposal, in accordance with the contract documents and local, State and Federal regulations.

11.4 The TOWN shall pay the fee for all permits except those that are construction or material use permits performed within the CONTRACTOR's means and methods of



construction. Costs associated with obtaining permits shall be included in bid pricing provided by the TOWN.

## **12. Public Records.**

12.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

12.1.1. Keep and maintain public records required by the TOWN to perform the Agreement.

12.1.2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

12.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the TOWN.

12.1.4. Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the Agreement. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

12.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the TOWN shall not be re-copied or forwarded to another party unless documented permission has been received by TOWN. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

**12.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 932-0744, [LPerez@goldenbeach.us](mailto:LPerez@goldenbeach.us); 100 Ocean Blvd. Golden Beach, FL 33160.**

12.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

**13. Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the TOWN as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

13.1 Loss Deductible Clause: The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductibles shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

13.2 Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the TOWN for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 Disease/Employee and \$500,000 each Disease/Maximum.

13.3 Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non-owned) for a minimum of \$1,000,000 Combined Single Limit.

13.4 Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it.

The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence - \$1,000,000

Personal/Advertising Injury - \$1,000,000

Products/Completed Operations Aggregate - \$2,000,000



General Aggregate - \$2,000,000

Fire Damage - \$100,000 and 1 fire

Medical Expense - \$10,000 any 1 person

13.5 Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

13.6 Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the TOWN, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

**14. Indemnification.** CONTRACTOR shall indemnify and hold harmless the TOWN and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the TOWN. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

**15. Governing Law.** The laws of the State of Florida shall govern this Agreement.

**16. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of TOWN. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of TOWN.

**17. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

**18. Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as

provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, TOWN shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to TOWN by CONTRACTOR under the terms of this Agreement.

**19. Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

19.1 TOWN's Request for Bid and all of its addenda and attachments which are part of RFP set forth above.

19.2 Contractor's Certificate of Insurance required in the Request for Bid;

19.3 Contractor's response to the RFP or soliciting document.

## **20. Dispute Resolution.**

20.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the TOWN shall select the mediator, who, if selected solely by the TOWN, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

20.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

20.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami, Florida.

20.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

20.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

## **21. Confidential Information.**

21.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or

otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties.

Notwithstanding the foregoing sentence, TOWN shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat.

CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

21.2 If TOWN receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, TOWN shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform TOWN, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies TOWN of a claim of exemption, TOWN shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify TOWN that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and TOWN shall release the record as requested.

21.3 CONTRACTOR will indemnify, defend, and hold TOWN, TOWN's elected officials, employees, agents, and attorneys and their successors (each an "Indemnatee") harmless of and from any claim brought or threatened against any Indemnatee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by TOWN with counsel of TOWN's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnatee by CONTRACTOR.

21.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work

papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

**22. E-Verify.** In compliance with Section 448.095, Fla. Stat., the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

22.1 If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

22.2 The TOWN, the CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this Article shall terminate the contract with the person or entity.

22.3 The TOWN, upon good faith belief that a subcontractor knowingly violated the provisions of Article 32, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.

22.4 A contract terminated under the provisions of Article 32 is not a breach of contract and may not be considered such.

22.5 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 18 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 18.

## **23. Audit Rights**

23.1 The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.

IN WITNESS WHEREOF, the TOWN and the CONTACTOR have executed this Agreement as of the last date written below.

**ATTEST**

**TOWN OF GOLDEN BEACH**

---

Lisette Perez

Town Clerk

**[CONTRACTOR NAME]**

---

Glenn Singer

Mayor

**APPROVED AS TO FORM &  
LEGAL SUFFICIENCY**

---

Name

Title

---

Steven Helfman

Town Attorney

**EXHIBIT B**

**SAMPLE**

Phone: (305) XXX-XXXX

Email: \_\_\_\_\_@goldenbeach.us

Date

Contractor/Vendor

Address

RE: Contract Name:

Contract#

Notice to Proceed

Mr/Ms. XXXXX:

This letter constitutes the official “Notice to Proceed” for Work Order #\_\_\_\_\_ for all work associated in the Contract, specifically that work included in the Scope for Work, Order #\_\_\_\_\_. The official start date shall be XXXX XX, 20XX and work shall be finished to Substantial Completion within XXX days or by XXXX XX, 20XX. The Final Completion date shall be within 30 days of the issuance of the punchlist, or by XXXX XX, 2025. Attached as Exhibit “A” to this “Notice to Proceed” is the Town of Golden Beach Notice and Contractor’s Acknowledgement of Contractual Liquidated Damages Provisions. Please execute this “Notice to Proceed” where indicated below and execute Exhibit “A” in the presence of a Notary and the signed originals to me.

Sincerely,

Name/Title

Receipt of “Notice to Proceed” acknowledged by:

---

Contractor/Vendor Representative Name

Title

**EXHIBIT C**

**SAMPLE**



**EXHIBIT “A” TO NOTICE TO PROCEED  
TOWN OF GOLDEN BEACH’S NOTICE AND  
CONTRACTOR’S ACKNOWLEDGEMENT OF  
CONTRACTUAL LIQUIDATED DAMAGES PROVISIONS**

**Insert name of contractor here** (the “Contractor”) is hereby notified by the Town of Golden Beach (the “County”) and acknowledges the following:

1. Article 7 of the Agreement between TOWN and Contractor dated **Date** (the “Agreement”) for the construction of \_\_\_\_\_ **project** specifically provides the following:

7.1 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the TOWN daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the TOWN’s estimated damages resulting from the delay to Final Completion.

7.2 Liquidated Damages shall be in accordance with the construction schedule.

7.3 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the TOWN, and are not a penalty.

2. The Agreement further provides on Page 1 that daily liquidated damages for delays in substantial completion is the amount of \$ .00, and the daily liquidated damages for final completion is the amount of \$ .00.

3. The Contractor acknowledges the Contractor and the TOWN stipulated in advance the amount to be paid as liquidated damages in the event of a breach as provided in the Agreement, and further, the Contractor and the TOWN so stipulated because the damages from a breach were not readily ascertainable at the time of the drawing of the Agreement.

4. The Contractor further acknowledges the liquidated damages provisions of the Agreement are not a penalty.



5. Nothing in this Notice and Acknowledgment shall constitute a waiver of any affirmative defense the Contractor may have to any claim of liquidated damages other than the amount of the liquidated damages as provided in the Agreement.

6. The Contractor signs this Notice and Acknowledgement through its duly authorized representative, and does so voluntarily and without duress after reading the foregoing in its entirety.

Contractor/Vendor

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

Contractor/Vendor Representative Name, Title

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

\_\_\_\_\_

(Printed, Typed or Stamped)



EXHIBIT D

SAMPLE



**RFP #2026-001**

Playground Equipment & Installation

WORK ORDER NO. \_\_\_\_\_

Pursuant to that certain Contract (“**Contract**”) between the Town of Golden Beach (“**TOWN**”) and (“**Contractor**”) dated , **Contractor** hereby agrees to provide the services specified on Exhibit “A”, under the terms and conditions and at a cost of \$ all as more specifically described in Exhibit “A”, attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: \_\_\_\_\_ calendar days

Final Completion Time: **30** calendar days upon issuance of the Punchlist

*(Pursuant to Section 218.735, Florida Statutes)*

Liquidated Damages: \$ \_\_\_\_\_ per day

IN WITNESS WHEREOF, the **TOWN** and the **Contractor** have executed this Work Order effective this \_\_\_\_\_ day of 2026 .

(**CONTRACTOR NAME**)

**TOWN OF GOLDEN BEACH**

\_\_\_\_\_  
(Title) Title

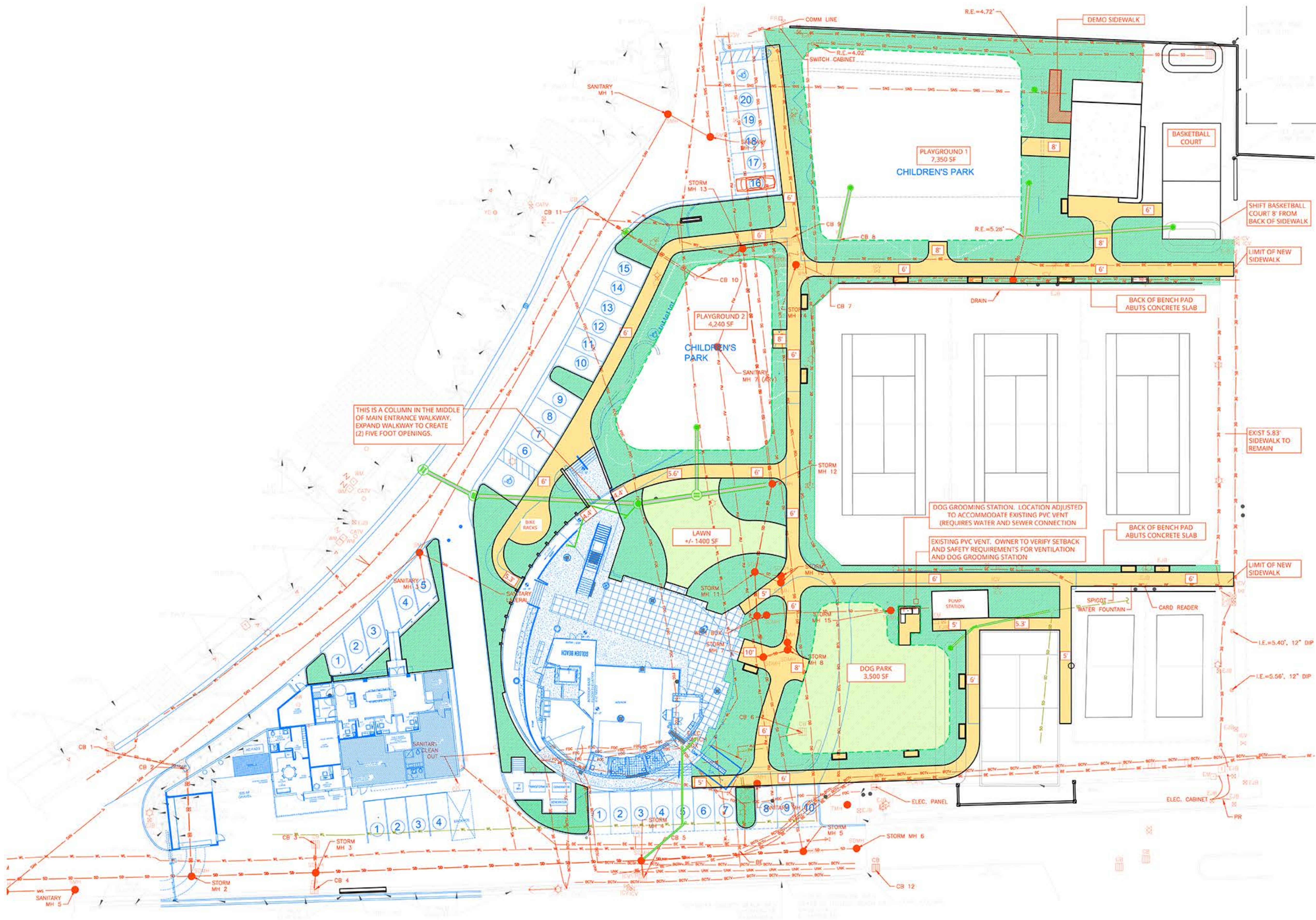
\_\_\_\_\_  
Glenn Singer, Mayor

**Work orders \$200,000 or greater (or otherwise indicated)**

Payment & Performance Bonds shall be recorded in the public records of the Town of Golden Beach. **A certified copy of completed and recorded bonds must be delivered to and accepted by the TOWN prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.



c:\users\info\desktop\working\2\_golden beach\1\_wellness\_center\sp-base\landscape site plan alt 5 2025\1210.dwg  
12/11/2025 12:14 AM



1  
SP1

SITE PLAN

Scale: 1" = 20'-0"

North  
0 5 10 20 ft  
Scale: 1" = 20'-0"  
LAST UPDATED: 2025-12-10

LANDSCAPE ARCHITECT



**CARLOS SOMOZA**  
LANDSCAPE ARCHITECTURE

1 ALHAMBRA PLAZA FLOOR PH  
CORAL GABLES, FL 33134  
TEL 786.440.6567  
WEB DESIGNSOMOZA.COM  
EMAIL INFO@DESIGNSOMOZA.COM

SEAL

CARLOS E. SOMOZA  
REGISTERED LANDSCAPE ARCHITECT  
STATE OF FLORIDA LICENSE LA6667457

PROJECT NAME + ADDRESS

**WELLNESS CENTER**  
1 GOLDEN BEACH DRIVE  
GOLDEN BEACH, FL 33160

SUBMITTAL INFORMATION	
PROJECT NUMBER	
CHECKED BY	C
DRAWN BY	CS/S
SUBMITTAL #/ PHASE	S
ORIGINAL ISSUED DATE	0000-00-00
LAST UPDATED	2025-10-1

REVISIONS	
#	DATE

SHEET TITLE

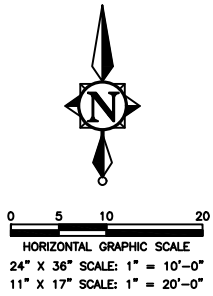
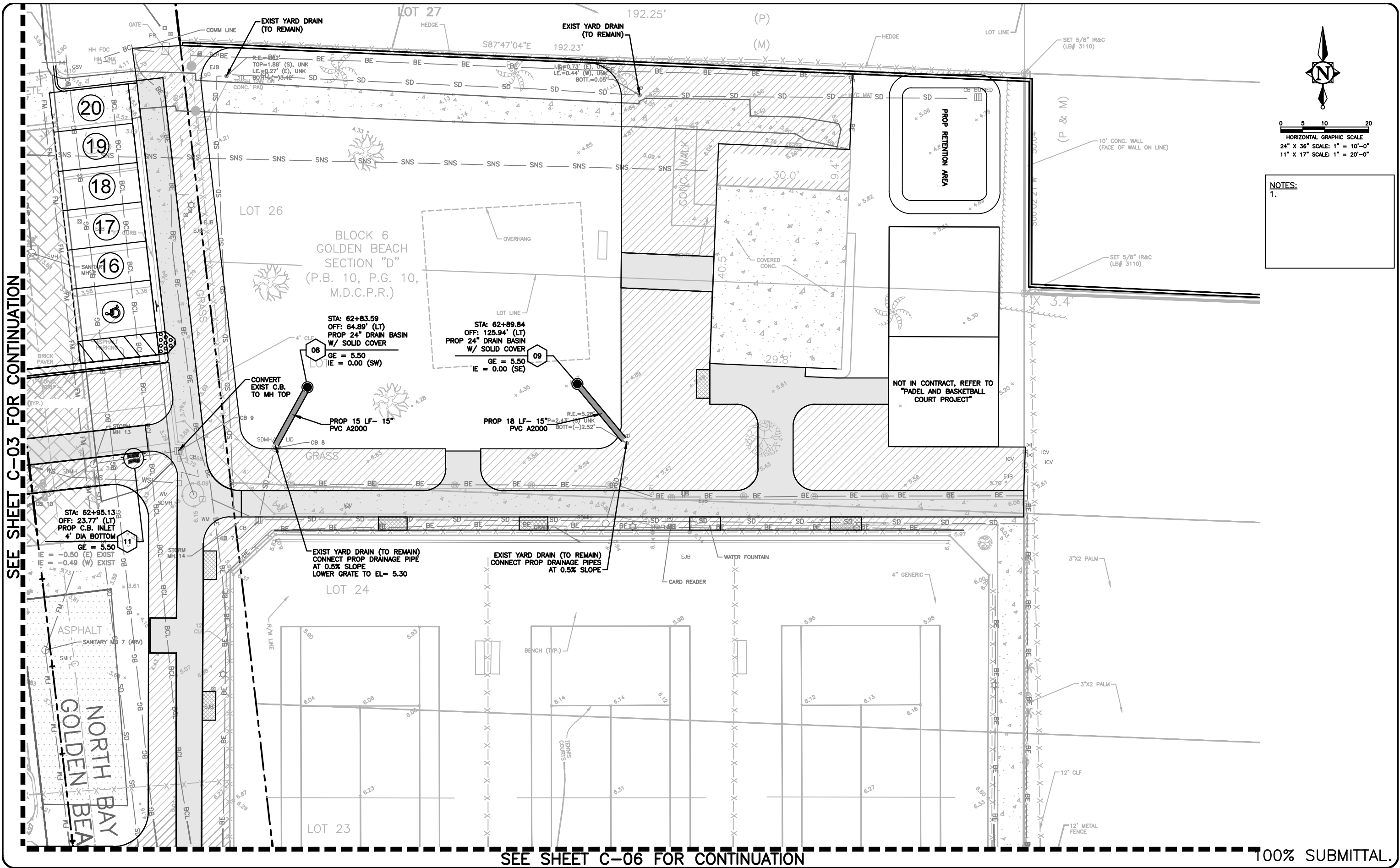
**SCHEMATIC LANDSCAPE MASTER PLAN**

SHEET NO.

**SP1**



SEE SHEET C-03 FOR CONTINUATION



NOTES:  
1.

SEE SHEET C-06 FOR CONTINUATION

100% SUBMITTAL.

NO.	DATE	REVISION	BY

Date: 07/30/2025  
Designed: AC  
Drawn: OM  
Checked: PMC

PRISCILLA M. CYGIELNIK (CIVIL)  
DATE  
FLORIDA PROFESSIONAL ENGINEER NO. 64672

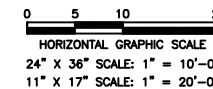
CRAIG A. SMITH & ASSOCIATES  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
1425 E. NEWPORT CENTER DRIVE  
DEERFIELD BEACH, FLORIDA 33442  
(954) 782-8222  
CERTIFICATE NO. LB0003110

PREPARED FOR:  
TOWN OF GOLDEN BEACH,  
MIAMI DADE, FLORIDA

1 GOLDEN BEACH DR  
WELLNESS CENTER IMPROVEMENTS  
DRAINAGE AND UTILITY PLAN

FILE NAME: 10-25-042-C-04-UTILITY.dwg  
LAST SAVED: 12/19/25 - 9:29am  
CAS PROJECT NUMBER  
08-25-042

SHEET  
C-04



NOTES:  
1.

SEE SHEET C-08 FOR CONTINUATION

BLOCK "H"  
GOLDEN BEACH SECTION "D"  
(P.B. 10, P.G. 10, M.D.C.P.R.)

SEE SHEET C-09 FOR CONTINUATION

100% SUBMITTAL.

		N.R.T.S.	
NO.	DATE	REVISION	BY

Date: 07/30/2025  
Designed: AC  
Drawn: OM  
Checked: PMC

PRISCILLA M. CYGIELNIK (CIVIL)  
DATE \_\_\_\_\_  
FLORIDA PROFESSIONAL ENGINEER NO. 64672

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS

 1425 E NEWPORT CENTER DRIVE  
DEERFIELD BEACH, FLORIDA 33442  
(954) 782-8222  
CERTIFICATE NO. LB0003110 

PREPARED FOR:  
TOWN OF GOLDEN BEACH,  
MIAMI DADE, FLORIDA

1 GOLDEN BEACH DR  
WELLNESS CENTER IMPROVEMENTS  
DIMENSION AND GRADING PLAN

FILE NAME: 10-25-042-C-07-GRAD.dwg  
LAST SAVED: 12/22/25 - 10:27am

CAS PROJECT NUMBER  
08-25-042

SHEET  
C-07



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

6

**Subject:** Resolution No. 3051.26 – Approving Issuance of a Request for Proposals (RFP) for the Design, Equipment Procurement, Installation and Ongoing Maintenance of Gym Equipment for the Town's Wellness Center.

---

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3051.26 as presented.

### **Background:**

Now that the shell and dry-in phase of the Wellness Center has commenced, the project has reached the point where we can begin planning for the outfitting of the gym interior. To ensure that the Town maximizes the use of the available square footage and selects the most appropriate equipment mix, staff is ready to issue a Request for Proposals (RFP) to qualified gym equipment manufacturers and fitness design firms.

The RFP will ask respondents to evaluate the existing gym space and provide a comprehensive design, equipment layout, and equipment selection plan that optimizes functionality, member experience, and long-term durability. As part of this process, proposers will also be asked to provide pricing options that include a combination of purchased and leased equipment, allowing the Town flexibility in how the gym is ultimately outfitted.

Issuing this RFP will allow any gym equipment manufacturer or fitness design firm to compete and present solutions for the Town's new Wellness Center. Approval of this item simply authorizes staff to go out to bid for these services. No vendor selection or financial commitment will occur at this stage. Any recommended award resulting from this process will be brought back to the Town Council for review and approval at a future meeting.

### **Fiscal Impact:**

None to issue the Request for Proposals.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 3051.26**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE DESIGN, EQUIPMENT PROCUREMENT, INSTALLATION AND ONGOING MAINTENANCE OF GYM EQUIPMENT FOR THE TOWN'S WELLNESS CENTER.**

**WHEREAS**, the Town Administration has been developing a Request for Proposals (RFP) for the design, equipment procurement, installation and ongoing maintenance of gym equipment for the Town's Wellness Center; and

**WHEREAS**, the Administration is prepared to issue the RFP which includes the Design Criteria specifications; and

**WHEREAS**, the Administration is asking for approval to issue the RFP, with the Design Criteria as specified.

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

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

**Section 2. Approval of Proposal.** The Town Council hereby approves the Request for Proposals for the design, equipment procurement, installation and ongoing maintenance of gym equipment for the Town's Wellness Center, and accepts all elements as described for the Design Criteria.

**Section 3. Implementation.** The Town Manager is hereby authorized to release the Request for Proposals with the approved Design Criteria.

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

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jessie Mendal	_____
Councilmember Bernard Einstein	_____

**PASSED** and **ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 20<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
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 Blvd.**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

### **RFP # 2026-002: Gym Equipment and Installation**

The Town of Golden Beach is seeking proposals from qualified and experienced fitness equipment firms to provide **comprehensive design, equipment procurement, installation, and ongoing maintenance services** for a new fitness facility. The proposed facility will occupy approximately **5,000 square feet of open floor space** and is intended to support a wide range of users, fitness levels, and training modalities.

The selected firm will be expected to deliver a **turnkey solution**, including space planning, equipment selection, technology integration, warranties, maintenance services, and flexible acquisition options.

#### **Scope of Work**

Proposing firms shall provide a complete and integrated solution that includes, but is not limited to, the following components:

##### **1. Facility Design and Space Planning**

- Development of a **functional, open-concept floor plan** optimized for approximately 5,000 square feet (See Attached Floor Plan/Space)
- Equipment and activity areas shall be **zoned by purpose and user flow**, ensuring safe, efficient circulation throughout the space.
- Consideration should be given to visibility, accessibility, supervision, and adaptability for future programming needs.
- Design shall comply with all applicable safety standards, accessibility requirements, and industry best practices.

##### **2. Equipment Selection and Installation**

- Provision of **commercial-grade fitness equipment** appropriate for a multi-user environment.
- Equipment zones may include, but are not limited to:
  - Cardiovascular training
  - Strength training (selectorized and/or free weights)
  - Functional training and open training space
  - Stretching, mobility, and recovery areas
- All equipment shall be new, of high quality, and designed for durability, safety, and ease of use.
- Delivery, assembly, and installation shall be included as part of the proposal.



### 3. Technology Integration

- Proposals are encouraged to incorporate **fitness technology solutions** that enhance the user experience and facility operations.
- Technology offerings may include, but are not limited to:
  - Integrated digital consoles or touchscreens
  - User tracking, performance metrics, or wearable compatibility
  - Equipment connectivity, virtual training, or on-demand programming
  - Facility management or asset tracking systems
- Technology solutions should be scalable and supported by ongoing updates and technical assistance.

### 4. Maintenance, Service, and Warranties

- Proposals must include a **comprehensive maintenance and service plan**, outlining preventive maintenance schedules, response times, and service coverage.
- Detailed information regarding **manufacturer and extended warranties** for all equipment and technology components shall be provided.
- Firms should clearly identify service support availability, technician qualifications, and parts replacement policies.

### 5. Acquisition Options

- Proposers shall present **flexible financial options**, including:
  - Outright purchase
  - Lease agreements
  - Lease-to-own or financing alternatives
- Each option should include clear pricing, terms, duration, and any associated conditions or end-of-term considerations.

Included in this request for proposal are the following documents to be used in the preparation and submission of proposals:

- Exhibit A: Floor Plan
- Exhibit B: List of Equipment and Alternate
- Exhibit C: Required Forms

*Bid documents may be obtained in person at the above location office at Town Hall. Call (305) 932-0744 for more information.*

**TO:** All interested business firms, corporations, partnerships, or individuals dealing in “Playground design & Installation services”.

Proposals must be submitted on the attached bid forms. **Proposals must be received by 4:00 p.m. on March 3, 2026.** Proposal/qualification packages can be picked-up at Town Hall at 100 Ocean Blvd., Golden Beach, FL 33160

MAIL OR DELIVER RESPONSES TO:

Town of Golden Beach  
Attn: Town Clerk  
100 Ocean Blvd.  
Golden Beach, Florida 33160

Sealed envelopes should be plainly marked on the outside:

**RFP # 2026-002: Gym Equipment and Installation**

*All bidders, their agents or representatives are invited to be present at the bid opening scheduled to begin at 4:30 p.m., on March 3, 2026, in the Town Council Chambers.*

**EVALUATION OF PROPOSALS:** Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the following evaluation factors: references; experience of the proposers business and employees of the business as it relates to interior furnishing services.

**The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which in its best judgment best serves the public interest under all circumstances. Late proposals will be returned to sender unopened.**

**INSTRUCTIONS FOR BIDDERS**

**RFP # 2026-002: Gym Equipment and Installation**

Sealed proposals will be received by the Town of Golden Beach, Florida at Town of Golden Beach Town Hall until March 3, 2026, at 4:00 p.m. **Two (2)** copies of the proposal shall be submitted.

Proposal should be made on the bid proposal form provided herein. Proposals submitted on any other format shall be disqualified. Proposals shall be sealed and plainly marked on the outside of the envelope RFP # 2026-002 Gym Equipment & Installation. Additional submittals required to be submitted with the proposal are delineated in General Requirements. Proposals received after the specified time will not be considered and will be returned unopened.

Mail or deliver proposals to the following address:

**Town of Golden Beach**  
**Attn: Town Clerk**  
**100 Ocean Blvd.**  
**Golden Beach, Florida 33160**

Unsigned proposals will be considered incomplete and subject to rejection. Proposals having erasures/corrections must be initialed in ink by the proposer. In case of errors in extensions, unit prices will govern. By signing the proposal, the proposer agrees that the proposal is made without any misunderstanding, agreement, or connection with any other person, firm, or corporation making a proposal for the same purpose; and, that the proposal is in all respects fair and without collusion or fraud. It is agreed by the undersigned proposer that the signing and delivery of this proposal represents the proposer's acceptance of the terms and conditions of the foregoing

specifications and provisions; and, if awarded the contract by the Town, will represent the agreement between the parties. Proposals will be publicly opened and read aloud in the Council Chambers Town of Golden Beach Town Hall, 100 Ocean Blvd., Golden Beach, Florida 33160 at 4:30 p.m. All proposers responding to this request will be notified in writing as to the final outcome of this process. It is anticipated that notifications will be mailed within two (2) weeks of the contract being awarded.

Please check your prices before submission of bids, as no change in prices will be allowed after bid opening. Do not use pencil when inserting prices, use ink or typewriter only. Be sure all required bid sheets are signed.

Any questions relative to interpretation of specifications, request for proposal documents, or the bid process, shall be addressed in writing to the Town Manager, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten days of date set for receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of a written addendum which, if issued will be conveyed to all prospective bidders no later than two days before the date set for receipt of proposals. Oral answers will not be authoritative. To ensure fair consideration for all proposers, the Town prohibits Communication to or with any department, division, official or employee during the submission process except the Town Manager. Additionally, the Town prohibits communications initiated by the proposer to any town official or employee evaluating or considering the proposals prior to the time a bid decision has been made. Any communications between proposer and town will be initiated by the Town Manager in order to obtain information or clarification needed to develop a proper accurate evaluation of the bid. Any communication initiated by a proposer, other than to the Town Manager, will be grounds for immediate disqualification of the offending proposer. All items quoted must be in compliance with all specifications. The Town reserves the right to increase or decrease quantities in these specifications. Failure to comply with these specifications and instructions will result in disqualification of your proposal.

**The Town reserves the right, at its sole and absolute discretion, to reject any or all proposals, or to accept that Proposal which, in its judgment, will, under all circumstances, best serve the public interest of the Town of Golden Beach.** Cost of submittal of this proposal is considered an operational cost of the bidder and shall not be passed on to, or be borne by, the Town of Golden Beach, Florida.

## **TERMS AND CONDITIONS**

### **RFP # 2026-002: Gym Equipment and Installation**

The Town of Golden Beach solicits your Proposal for Furniture & Equipment procurement which are responsive to the terms and conditions.

This contract may be cancelled in whole or in part by the Town or the Consultant (s) upon giving at least thirty (30) days written notice prior to cancellation; except that nonperformance on the part of the Consultant(s) will be grounds for termination. Termination will take place within five (5) days of notification. The company awarded this contract is encouraged to permit any other

governmental agency in the area to participate in the contract under the same Terms and Conditions.

1. Attach proof of proper license and trade certifications.
2. The firm awarded this contract agrees to comply with all laws, codes, rules & regulations bearing on the conduct of work, including those of the Federal, State, County, and Town of Golden Beach.
3. The firm shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees, agents, or sub-Consultant or its insurer shall reimburse the Town for any damage or loss within thirty (30) days after a claim is submitted.
4. The firm awarded this contract must be fully insured.
5. The firm will provide the name of any sub-contracting firms used; in addition, the firm will guarantee that each sub-contractor possess and maintains required insurance.
6. By submitting a proposal, the offeror certifies having fully read and understands this request for proposal and certifies full knowledge of the scope, nature, quantity and quality of work to be performed, and detailed requirements of the services to be provided and the conditions under which the services are to be performed.
7. Figures quoted shall remain firm for forty-five (45) days or until acceptance of the offer quoted and agreement signed.
8. Reserved Rights of the Town - The Town of Golden Beach reserves the right to accept or reject any or all proposals which they may deem to best serve the interest of the Town. The right is reserved to waived technicalities or informalities. Bidder warrants that prices, terms and conditions quoted on this proposal will be firm for acceptance for a period of forty-five (45) days firm date of bid opening.
9. Patent Indemnity - The successful bidder shall indemnify and save harmless the Town from and against all claims, suits, actions, damages or cause of action arising during the term of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason or as a result of the performance of the work for which the agreement was entered into, or its agent, sub-consultants, employees, invitees, and all other persons, and from and against any orders, judgments or decrees which may be entered thereto and from and against all costs, attorney's fees, expenses and liabilities incurred in or by masons of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the agreement shall be deemed to affect the rights, privileges and immunities of the Town as set forth in the Florida Statutes 768.28.
10. The Town is exempted from State Sales Tax and Federal Excise Tax. Do not include tax in bid; Tax Exemption Certificate will be furnished upon request.
11. The Town of Golden Beach requires that any and all changes to the original contract shall be in writing and approved in advance by the Town Manager, followed by a written modification

signed by both parties and approved by the Town Mayor and/or the Town of Golden Beach Council (if required).

12. Public Records - Upon award recommendation or ten (10) days after opening, Proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida State Statutes.

13. Payment will be accomplished by submission of invoice, in duplicate with itemization of all worked performed by location and mailed to:

Town of Golden Beach  
100 Ocean Blvd.  
Golden Beach, Florida 33160

Once the Town representative has approved the invoices, payment will be made within thirty (30) days.

14. All labor, materials, supplies, and equipment shall comply with any and/or all applicable standards including OSHA and the safety and protection of the employees of the firm.

15. Obligations of the Town of Golden Beach - Upon award, the firm shall receive all instructions from the Town Manager or his/her designee (Town Representative).

16. Manner of Performance

The firm shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the Town. The firm shall coordinate its activities with the Town representative as not to conflict with any operation or activities scheduled by the Town.

The firm shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due. Copy of licenses should be submitted with the proposal.

The firm awarded this contract will provide an implementation schedule. This schedule must be submitted and approved by the Town representative in advance of commencing work.

Cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the Town.

Please make sure all forms and proposal sheets requiring signatures are completed, signed and returned in a sealed envelope marked on the outside **RFP # 2026-002 Gym Equipment and Installation**

Failure to comply with these specifications and instructions will result in disqualification of your bid.

17. Evaluation of Proposals: Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth below:

- a. Experience of the proposers business and employees of the business as it relates to interior space planning
- b. Lead time
- c. Methodology & design aesthetic
- d. References
- e. Total Price
- f. The sufficiency of financial resources and ability of business to perform this contract.
- g. Location of Business
- h. Completeness of technical submittal, conformance to specifications and approach to project.

18. Interpretation of Documents- If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Specifications or Procedural documents, or finds discrepancies in or omissions in the Specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. The purchasing department will review the written request and decide if a addendum to the proposal needs to be issued. If an addendum is issued, it will be mailed or delivered to each person receiving a set of the proposal documents.

19. Conflict of Interest - The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the Town of Golden Beach. Further, all bidders must disclose the name of any Town of Golden Beach employee who owns, directly or indirectly, an interest in the proposers firm or any of its branches.

## **The Town of Golden Beach Specification for a RFP # 2026-002: Gym Equipment and Installation**

### **General Requirements**

The primary goal of the Town of Golden Beach is to select a professional fitness equipment firm to design, procure, and install commercial-grade equipment for the new **2nd Floor Wellness Center**. All equipment must be heavy-duty commercial grade, suitable for the Town's high-performance standards.

### **Scope of Services & Technical Specifications**

- **Equipment Variety & Customization:** The firm shall propose a diverse range of equipment, including cardio, strength training, and functional fitness tools. The firm may be asked to develop special products or custom finishes to meet unique aesthetic or spatial needs; in such cases, the firm will bear all engineering and development costs.

- **Advanced 3D Visualization:** The firm must provide **high-fidelity 3D renderings** and virtual walk-throughs of the proposed space. These designs should showcase a **variety of equipment options** and configurations to help the Town visualize the "Open Space" gym concept.
  
- **Technical Engineering & Site Review:** The firm is responsible for developing detailed shop drawings that ensure:
  - **Structural Compatibility:** Equipment placement must be reviewed against the **2nd-floor load-bearing specifications** to ensure safety and vibration control.
  - **Power & Data Integration:** All electronic equipment (treadmills, smart consoles) must align perfectly with the floor-mounted power and data locations designated by **Dempsey Architecture**.
  - **Code Compliance:** All layouts must ensure proper "buffer zones" and meet all ADA (Americans with Disabilities Act) accessibility requirements.
  
- **Finish & Material Selection:** The firm will provide a comprehensive palette of finish options (frames, upholstery, and flooring) for approval by the Town . These selections must balance the high-end aesthetic of the building with durability and ease of maintenance.
  
- **Project Management & Installation:** The firm will provide a turnkey installation, managing logistics for 2nd-floor delivery, assembly, and final testing of all systems.

## **Deliverables**

- Three (3) copies of the Draft final report shall be delivered to the Town for staff review.
- Ten (10) copies of the revised draft report shall be delivered for Town Council review upon selection.
- Ten (10) copies of the revised Final Report shall be delivered for Implementation upon selection.

**Town of Golden Beach**  
**100 Ocean Blvd.**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**PROPOSAL SUBMISSION LIST**

**RFP # 2026-002: Gym Equipment and Installation**

In addition to your proposal, the forms (pages) listed below are to be completed and submitted. Failure to do so will result in disqualification of your Proposal.

1. Request for Proposal (cover page)
2. Proposal Bid Form
3. Company Information
4. List of References/Experience
5. Proposer's Certification
6. Drug Free Workplace Certification



**Town of Golden Beach**  
**100 Ocean Blvd.**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**PROPOSAL BID FORM**  
**RFP # 2026-002: Gym Equipment and Installation**

Therefore, the undersigned, Hereinafter called the proposer, hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the specifications herein, propose to furnish all the labor, materials and services, without exception, for the Gym & equipment Design Services.

Proposed cost, in figures and in words. \$ \_\_\_\_\_ Total

In Figures

\$ \_\_\_\_\_

In Words

Time for completion, after Notice to Proceed \_\_\_\_\_ days

\_\_\_\_\_  
Company Name (please print) Authorized Signature

**Town of Golden Beach**  
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[www.Goldenbeach.us](http://www.Goldenbeach.us)

**COMPANY INFORMATION**

**RFP # 2026-002: Gym Equipment and Installation**

**IMPORTANT:** This form must be returned with the Bid Proposal Form. **(Please Print or Type)**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

No. of Years in Business: \_\_\_\_\_

No. of Employees: \_\_\_\_\_

No. of Employees to be assigned or available for this contract: \_\_\_\_\_

No. of Clients your company is currently servicing: \_\_\_\_\_

Number of year's experience (combined) of employees to be assigned or available for this contract: \_\_\_\_\_

\_\_\_\_\_  
Company Name (please print) Authorized Signature

**Town of Golden Beach**  
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**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**LIST OF REFERENCES/EXPERIENCE**  
**RFP # 2026-002: Gym Equipment and Installation**

**IMPORTANT:** This form must be returned with the bid proposal form.  
The proposer shall complete the following listing references for similar services.

1. Name of the Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
2. Name of the Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
3. Name of the Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

\_\_\_\_\_  
Company Name (please print) Authorized Signature

**Town of Golden Beach**  
**100 Ocean Blvd.**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.goldenbeach.us](http://www.goldenbeach.us)

**PROPOSERS CERTIFICATION**  
**RFP # 2026-002: Gym Equipment and Installation**

I have carefully examined the Request for Proposal, Instructions for Bidders, Terms and Conditions, proposal forms and all other documents accompanying or made a part of this Request for Proposal. I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of forty-five (45) days in order to allow the Town adequate time to evaluate the proposals. I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and believe I further certify I am duly authorized to submit this proposal on behalf of the vendor/Consultant as its act and deed and that the vendor/Consultant is ready, willing and able to perform if awarded this RFP. I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of the Town of Golden Beach or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Business Sworn to and subscribed before me  
By: this day of \_\_\_\_\_, 2007.

Signature \_\_\_\_\_

\_\_\_\_\_  
Name & Title, Typed or Printed Signature of Notary

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Mailing Address \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code -or-

Personally Known \_\_\_\_\_

Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

**Town of Golden Beach**  
**100 Ocean Blvd.**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-932-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**DRUG FREE WORKPLACE CERTIFICATION**  
**RFP # 2026-002: Gym Equipment and Installation**

In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Company Name (please print) Authorized Signature



PROJECT ARCHITECT

www.dempsey-design.com

700 S. ROSEMARY AVE. SUITE 204  
WEST PALM BEACH, FLORIDA 33401  
561-889-0348

## PROJECT ADDRESS

1 GOLDEN BEACH DRIVE  
GOLDEN BEACH, FLORIDA 33160

CLIENT

Project No.

20240731

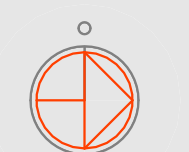
FL License AR100935

Revisions	
1	2025.03.11
5	2025.08.08
8	2025.09.23

## Notes

1. Your note number one.
2. Your note number two.
- 3.

Project North



Scale  $3/16'' = 1'-0''$

# A102

Sheet No.

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PROJECT ARCHITECT

www.dempsey-design.com

700 S. ROSEMARY AVE. SUITE 204  
WEST PALM BEACH, FLORIDA 33401  
561-889-0348

## WELLNESS CENTER

PROJECT ADDRESS

1 GOLDEN BEACH DRIVE  
GOLDEN BEACH, FLORIDA 33160

CLIENT

## TOWN OF GOLDEN BEACH

Project No.

20240731



NO	DATE	DESCRIPTION
1	12/19/24	ISSUED FOR PROPOSAL
2	01/10/25	RFP SET ADDENDUM
3	02/06/25	100% SUBMISSION
4	03/03/25	PERMIT SET

Notes

Project North



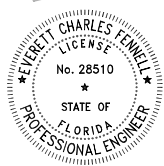
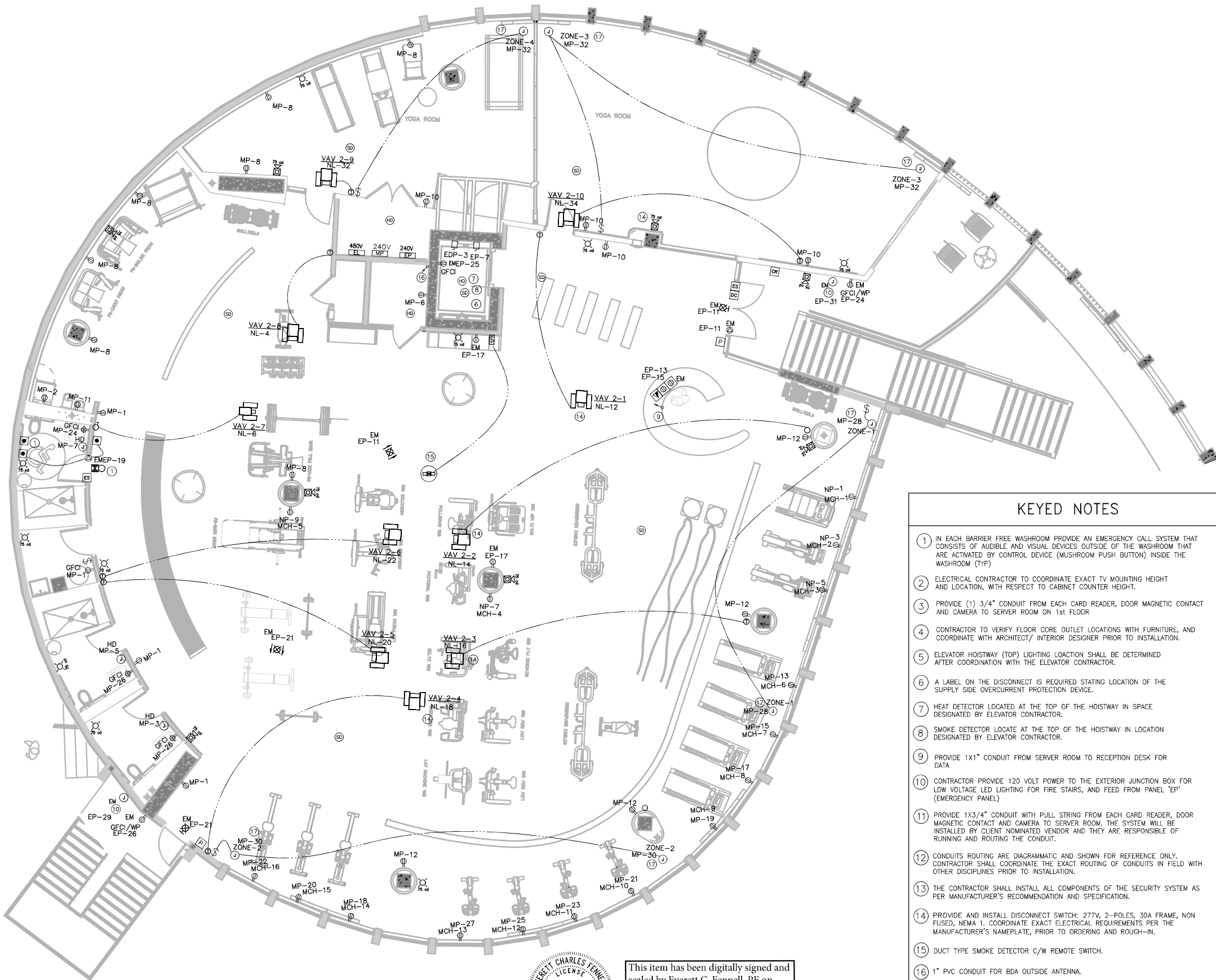
Scale: 3/16"=1'-0"

## ELECTRICAL 2nd FLOOR

# E-101

Sheet No.

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This item has been digitally signed and sealed by Everett C. Fennell, PE on 03/032025.

Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

### KEYED NOTES

- 1 IN EACH BARRIER FREE WASHROOM PROVIDE AN EMERGENCY CALL SYSTEM THAT CONSISTS OF AUDIBLE AND VISUAL DEVICES OUTSIDE OF THE WASHROOM THAT ARE ACTIVATED BY CONTROL DEVICE (MUSHROOM PUSH BUTTON) INSIDE THE WASHROOM (TYP)
- 2 ELECTRICAL CONTRACTOR TO COORDINATE EXACT TV MOUNTING HEIGHT AND LOCATION, WITH RESPECT TO CABINET COUNTER HEIGHT.
- 3 PROVIDE (1) 3/4" CONDUIT FROM EACH CARD READER, DOOR MAGNETIC CONTACT AND CAMERA TO SERVER ROOM ON 1st FLOOR
- 4 CONTRACTOR TO VERIFY FLOOR CORE OUTLET LOCATIONS WITH FURNITURE, AND COORDINATE WITH ARCHITECT/ INTERIOR DESIGNER PRIOR TO INSTALLATION.
- 5 ELEVATOR HOISTWAY (TOP) LIGHTING LOCATION SHALL BE DETERMINED AFTER COORDINATION WITH THE ELEVATOR CONTRACTOR.
- 6 A LABEL ON THE DISCONNECT IS REQUIRED STATING LOCATION OF THE SUPPLY SIDE OVERCURRENT PROTECTION DEVICE.
- 7 HEAT DETECTOR LOCATED AT THE TOP OF THE HOISTWAY IN SPACE DESIGNATED BY ELEVATOR CONTRACTOR.
- 8 SMOKE DETECTOR LOCATE AT THE TOP OF THE HOISTWAY IN LOCATION DESIGNATED BY ELEVATOR CONTRACTOR.
- 9 PROVIDE 1X1" CONDUIT FROM SERVER ROOM TO RECEPTION DESK FOR DATA
- 10 CONTRACTOR PROVIDE 120 VOLT POWER TO THE EXTERIOR JUNCTION BOX FOR LOW VOLTAGE LED LIGHTING FOR FIRE STAIRS, AND FEED FROM PANEL "EP" (EMERGENCY PANEL)
- 11 PROVIDE 1X3/4" CONDUIT WITH PULL STRING FROM EACH CARD READER, DOOR MAGNETIC CONTACT AND CAMERA TO SERVER ROOM. THE SYSTEM WILL BE INSTALLED BY CLIENT NOMINATED VENDOR AND THEY ARE RESPONSIBLE OF RUNNING AND ROUTING THE CONDUIT.
- 12 CONDUITS ROUTING ARE DIAGRAMMATIC AND SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL COORDINATE THE EXACT ROUTING OF CONDUITS IN FIELD WITH OTHER DISCIPLINES PRIOR TO INSTALLATION.
- 13 THE CONTRACTOR SHALL INSTALL ALL COMPONENTS OF THE SECURITY SYSTEM AS PER MANUFACTURER'S RECOMMENDATION AND SPECIFICATION.
- 14 PROVIDE AND INSTALL DISCONNECT SWITCH: 277V, 2-POLES, 30A FRAME, NON FUSED, NEMA 1. COORDINATE EXACT ELECTRICAL REQUIREMENTS PER THE MANUFACTURER'S NAMEPLATE, PRIOR TO ORDERING AND ROUGH-IN.
- 15 DUCT TYPE SMOKE DETECTOR C/W REMOTE SWITCH.
- 16 1" PVC CONDUIT FOR BDA OUTSIDE ANTENNA.
- 17 INSTALL JUNCTION BOX FOR HARDWIRE MOTORIZED ROLLER SHADE. DEDICATED POWER FOR EACH ZONES IS REQUIRED.

### GENERAL NOTES

- A BASED ON THE ACTUAL HOMERUN LENGTHS REQUIRED IN THE FIELD, THE CONTRACTOR IS RESPONSIBLE FOR CALCULATING AND INCREASING THE WIRE SIZES, AS REQUIRED, TO LIMIT VOLTAGE DROP TO 3% ON EITHER A FEEDER OR A BRANCH CIRCUIT, & TO A TOTAL OF 5% ON BOTH, PER NEC [215.2(A)(1)]. FOR 20A BRANCH CIRCUITS, THE MINIMUM CONDUCTOR SIZES SHALL BE AS FOLLOWS: #10 AWG CU FOR RUNS BETWEEN 100 AND 200 LINEAR FEET, #8 AWG CU FOR RUNS BETWEEN 200 AND 325 LINEAR FEET, AND AS CALCULATED BY THE CONTRACTOR FOR CIRCUITS EXTENDING BEYOND 325 LINEAR FEET. IN ALL CASES WHERE UNGROUNDED CONDUCTORS SIZES INCREASE, EQUIPMENT GROUNDING CONDUCTORS SIZES SHALL BE INCREASED IN SIZE PROPORTIONATELY & ACCORDING TO THE SIZE OF THE UNGROUNDED CONDUCTORS, PER NEC [250.122(B)]. THE CONTRACTOR SHALL PROVIDE LARGER CONDUITS, ACCORDINGLY, AS REQUIRED.
- B CONDUITS ROUTING ARE DIAGRAMMATIC AND SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL COORDINATE THE EXACT ROUTING OF CONDUITS IN FIELD WITH OTHER DISCIPLINES PRIOR TO INSTALLATION.
- C THE CONTRACTOR SHALL INSTALL ALL COMPONENTS OF THE SECURITY SYSTEM AS PER MANUFACTURER'S RECOMMENDATION AND SPECIFICATION.
- D COORDINATE EXACT ELECTRICAL/DATA OUTLETS COUNTS, TYPES, NUMBER OF PORTS, EXACT LOCATIONS, AND MOUNTING HEIGHTS, AND CONDUITS SIZES, PRIOR TO ROUGH-IN.
- E THE CONTRACTOR SHALL INSTALL ALL COMPONENTS OF THE SECURITY SYSTEM AS PER MANUFACTURER'S RECOMMENDATION AND SPECIFICATION.
- F THE CONTRACTOR SHALL INSTALL ALL COMPONENTS OF THE SECURITY SYSTEM AS PER MANUFACTURER'S RECOMMENDATION AND SPECIFICATION.
- G SMOKE DETECTOR SHOULD BE INSTALLED BASED ON NFPA 72. DISTANCE BETWEEN SMOKE DETECTOR SHOULD COMPLY WITH NFPA 72: 17.7.3.2.3.1
- G DETECTOR SHOULD NOT BE LOCATED IN DIRECT AIRFLOW OR CLOSER THAN 36 INCH FROM AN AIR SUPPLY DIFFUSER OR RETURN AIR OPENING.
- G CONTRACTOR SHALL COORDINATE WITH FIRE DEPARTMENT TO TEST AND DETERMINE IF BDA SYSTEM REQUIRED. 1" CONDUIT WILL BE RUN FROM SERVER ROOM IN FIRST FLOOR TO THE ROOF FOR OUTSIDE ANTENNA. THE NUMBER AND LOCATION OF INSIDE ANTENNA WILL BE DETERMINE BY FIRE DEPARTMENT AFTER TESTING.



# TOWN OF GOLDEN BEACH

100 Ocean Boulevard  
Golden Beach, FL 33160

---

## MEMORANDUM

---

**Date:** January 20, 2026

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,   
Town Manager

**Subject:** **Resolution No. 3052.26 – Authorizing Rolling Change Orders to the contract between John Bell Construction, Inc. and the Town of Golden Beach for the Town’s Wellness Center Project**

---

Item Number:

7

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 3052.26 as presented.

### **Background:**

We are recommending approval of this Resolution to allow for the change orders attached.

Following the amendment of John Bell Construction’s contract for the Wellness Center, the Town has been working closely with the contractor on an ongoing basis to address field conditions and project refinements necessary to bring the facility to completion. As part of this process, staff has been reviewing and approving change orders as required to maintain project momentum and avoid delays.

I am pleased to report that the Wellness Center project remains ahead of schedule. Accordingly, the attached change orders represent the first set of approved modifications since the contract amendment. These change orders are necessary to address project-specific conditions and ensure continued progress toward timely completion.

Staff respectfully request that the Town Council accept and approve the attached change orders. Moving forward, it is my intent to present to the Council at each regular meeting a summary of change orders approved in the period between Council meetings, so that the Council remains fully informed as the project advances.



Some of the change orders are procedural in nature and have no impact on the value of the contract (i.e. rain delays change order that call for possible extension of the contract end date, if needed).

**Fiscal Impact:**

Fund 330 will be used to fund these changes.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 3052.26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING ROLLING CHANGE ORDERS TO THE WELLNESS CENTER CONSTRUCTION AGREEMENT WITH JOHN BELL CONSTRUCTION, INC. FOR THE TOWN WELLNESS CENTER PROJECT; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, on March 18, 2025, the Town of Golden Beach (the “Town”) entered into a Construction Contract (the “Contract”) with John Bell Construction, Inc. (“John Bell”); and

**WHEREAS**, under the terms of the Contract, John Bell is obligated to construct a new Town Wellness Center (the “Project”) for a Total Contract Price of \$5,369,513.05; and

**WHEREAS**, to accommodate design changes and specifications required during the construction process, the Town Manager has approved Change Orders as presented in the attached Change Order Schedule; and

**WHEREAS**, the Town Manager will continue to bring to the Town Council Changes throughout the project, this being the first set of changes; and

**WHEREAS**, the Town Council wishes to accept and approve the changes presented by the Town Manager, adjust the Contract accordingly and adopt this Resolution to reflect the agreed upon changes between the Town and John Bell.

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

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

**Section 2. Terms.** The Contract terms will remain the same.

**Section 3. Implementation.** The Mayor and Town Manager are hereby authorized to take all steps reasonably necessary to implement the rolling change orders to the Contract and this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

Sponsored by **Town Administration.**

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

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jessie Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this  
20<sup>th</sup> day of January, 2026.

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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

## CHANGE ORDER LOG

Project Name:	Golden Beach Wellness Center
Location:	1 Golden Beach Drive, Golden Beach, FL 33160



CO #	PCO #	Description	Amount	Approved Amount	Date Sent	Approval Date	Duration	Status
	PCO #001	Piles per latest Geotechnical Report 03/24/25	\$ 96,057.00	VOID	5/2/2025			VOID
CO #001	PCO #001.1	Piles per latest Geotechnical Report 06/14/25	\$ 24,464.70	\$ 24,464.70	6/25/2025	7/15/2025	0 days	Approved
	PCO #002	Civil / Sitework (work not in base bid)	\$ -					Pending Drawings
	PCO #003	Playground	\$ -					Pending Directive
	PCO #004	TKE Tariff Price Increase	\$ 10,000.00		7/8/2025		0 days	Pending Approval
CO #002	PCO #005	Special Inspector	\$ 31,619.25	\$ 31,619.25	6/20/2025	7/15/2025	0 days	Approved
CO #003	PCO #006	Rush Civil Work Not Included in Contract	\$ 24,317.50	\$ 24,317.50	9/5/2005	9/11/2025	5 days	Approved
CO #004	PCO #007	Rush Conflict with Underground Utilities	\$ 33,784.20	\$ 33,784.20	9/6/2005	9/11/2025	5 days	Approved
CO #005	PCO #008	Grout Pile Overages	\$ 23,049.00	\$ 23,049.00	9/7/2005	9/11/2025	5 days	Approved
	PCO #009	Access Control (Doors, Fire Alarm, Conduits)	\$ 105,652.12	VOID	11/26/2025		10 days	VOID
	PCO #009.1	Access Control (Doors, Fire Alarm, Conduits)	\$ -				10 days	Pending Pricing
	PCO #010	Elevator Pit Liquid Applied Water Proofing	\$ -					Pending Pricing
	PCO #011	Rain Delays	\$ -		9/16/2025		7 days	Pending Approval
	PCO #012	Additional LED Lights	\$ 13,067.50		10/6/2025		0 days	Pending Approval
	PCO #013	Rain Delays	\$ -		10/13/2025		2 days	Pending Approval
CO #008	PCO #014	Concrete Admixture & Slab Extension	\$ 19,855.37	\$ 19,855.37	11/26/2025	12/17/2025	5 days	Approved
CO #007	PCO #015	Storefront Revision	\$ 35,664.89	\$ 35,664.89	11/26/2025	12/17/2025	10 days	Approved
CO #006	PCO #016	Data	\$ 19,896.45	\$ 19,896.46	11/26/2025	12/17/2025	0 days	Approved
	PCO #017	CCTV	\$ 133,740.48	VOID	11/26/2025		0 days	VOID
	PCO #017.1	CCTV	\$ 133,741.48		11/27/2025		0 days	Pending Pricing
	PCO #018	Permit Fees Reimbursement	\$ -					TBD
	PCO #019	Beam for Storefront 1st and 2nd Floor	\$ -					Pending Pricing
	PCO #020	Additional Plumbing Drains	\$ 16,614.00		12/12/2025		5 days	Pending Approval
	PCO #021	Additional Stair Lighting - RFI #25	\$ 37,264.50		12/17/2025		5 days	Pending Approval
	PCO #022	Rain Delays	\$ -		12/12/2025		2 days	Pending Approval
			\$ 758,788.44	\$ 212,651.37				

Date Updated 12/17/2025  
By Jay Castellanos



## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #004 TKE Price Increase**

This Potential Change Order addresses the increase in price from TK Elevator Corporation due to the current global situation.



## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

<b>PROJECT:</b>	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	<b>PCO #:</b>	004 TKE Price Increase
		<b>DATE:</b>	7/8/2025
		<b>DATE OF COMMENCEMENT:</b>	TBD
<b>CONTRACTOR:</b>	John Bell Construction 4000 SW 60th Court Miami, FL 33155	<b>CONTRACT DATE:</b>	NTP #01 -
		<b>CONTRACT FOR:</b>	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:

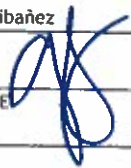
1 Plumbing Revisions (Exhibit A)	\$ 10,000.00
----------------------------------	--------------


Insurance (GL & Workers Comp)	1.0%	\$ 100.00
Standard Overhead & Management Fee	14.0%	\$ 1,400.00
Bond Cost	2.0%	\$ 200.00

The Contract Sum will be increased by this Change Order in the amount of \$ 11,700.00

The Contract Time will be increased by 0 days  
The date of Substantial Completion as of the date of this Change Order therefore is TBD

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
	Gina Santibañez
BY	BY
	
SIGNATURE	SIGNATURE
	7/8/2025
DATE	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY

SIGNATURE
DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987



John Bell Construction  
4000 SW 60th Court, Miami, FL 33155

Golden Beach Wellness Center  
1 Golden Beach Drive, GOLDEN BEACH, FL 33160

**TK Elevator Corporation**

Raul Rodriguez Jr  
Tel: 645-666-7809  
Email: raul.rodriguezjr@tkelevator.com

04/21/2025

TK Elevator Corporation (hereinafter "TKE") is dedicated to delivering John Bell Construction (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal in the amount of \$ 110,000.00 with sales tax included to furnish and install EOX TKE Elevator(s) based solely on the plans dated 12/20/2024, along with the clarifications noted immediately below and the conditions set forth on the pages that follow.

This Proposal shall remain in effect for the next 30 days unless it is revoked earlier by TKE in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities, TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal.

**Clarifications to Architectural Plans and Specifications:**

1. TKE is quoting EOX traction elevators, which are fully machine room-less and do not require any controller closet/machine room space.
2. 480 v, 3 PH, 60 HZ is required for all EOX projects, if a transformer is required to meet these power requirements it is to be provided by OTHERS.
3. TKE will require the following, which are to be provided by others.
  - a. One (1) 3 phase fused and lockable 480v disconnect for the inverter.
  - b. One (1) 120v single phase fused disconnect for the cab light circuit.
  - c. Additional 15 A disconnect for P.E.B equipment (when applicable).
4. For elevator controller option housed in the top landing entrance jamb. Wall thickness will need to be 8.5" at the controller landing to accommodate the fixed entrance frame depth.
5. To accommodate the fixed entrance frame depth, typical landings will need a wall thickness with a minimum of 5.25" thick and a maximum of 24". To achieve a flush wall-to-entrance frame a 7.875" thickness will be required.
6. Top landing elevator lobbies must be climate-controlled spaces.
7. Rollable access & material staging adjacent to the hoistway at the lowest landing must be provided upon elevator delivery.
8. Flooring to be provided by others and not to exceed 3/4" total thickness or 300lbs.
9. Please refer to dimensions and finishes below.
10. No allowances or bonds included
11. No operator time included
12. All inspections and coordination work with other trades to take place during normal working hours
13. Hoistway barricades, netting, to be provided and installed by others and maintained by TKE
14. Any card readers, cameras, etc to be provided and installed by others
15. All fire alarm, security, and low voltage wiring and equipment by others

16. Hoistbeam rated for 7,500 lbs provided by others
17. No construction or temporary use of the elevator is included in this proposal.
18. Composite crew clean up not included
19. Colors to be selected from TKE standard selections
20. Leveling tolerance to be 1/4"
21. Standard TKE submittals to be used. No PE stamping or certification included
22. Standard TKE product standards, equipment, install methods, and quality assurances to be used
23. TKE has included basic demonstration and training only, no videotaping or training videos are included
24. No tear outs, allowances, overtime, spare parts, or attic stock included
25. TKE will not agree to any liquidated or consequential damages
26. All grouting and fire stopping responsibilities to be by others
27. Inserts supplied by TKE but install by others
28. TKE will not agree to per project insurance aggregate
29. TKE will participate in OCIP/CCIP but will not agree to any credits or refunds
30. Work to be performed per TKE proprietary installation process and sequencing
31. Warranty period begins at time of final acceptance
32. Work to be performed per a mutually agreed upon schedule, changes to this schedule will be agreed upon in writing prior to any changes being made effective.
33. Any demo, cutting, patching, coring, sleeving, and grouting to be done by others.

**Value Engineering Opportunities and Alternates:**

1. Deduct \$23,000 if elevator is changed from Traction to Hydraulic( Changes need it; Add a elevator control room 7'1x7'2, increase pit depth to 5' pit.)

A trial subscription for MAX Digital Service has been included for the duration of the New Installation Maintenance (NIM) period. In the event you have any questions regarding the content of this Proposal please contact me 645-666-7809

We appreciate your consideration.

Regards,

TK Elevator Corporation  
Raul Rodriguez Jr





## 1.0 Specifications

### 1.1 Unit Description

Every EOX is green and digital



#### Eco-efficiency and sustainability

	Energy efficiency acc. ISO 25745-2	Class A certification
	Regenerative drive	With the regenerative drive the elevator recuperates energy during braking and feeds it back to the building grid for other electric consumers to use
	Eco-mode	The elevator learns and adjusts to the traffic patterns of the building and lowers its acceleration force by up to 80% during off-peak hours
	Standby mode	Electronic components throughout the system are switched off when the elevator is idle (e.g. car lighting, car display, frequency inverter)
	Car lighting	High-efficiency LED lighting (74 lm/W)
	Product declarations and certification	Environmental Product Declaration (EPD) Health Product Declaration (HPD) Hazardous Substances Management (SCIP, RoSH, REACH) Green building certification calculations (BREEAM etc.)

#### Digitally native features and services \*

	Integrated digital hardware	Native cloud connectivity and a new set of built-in, high-performance hardware components make EOX ready for current and future digital software products & subscription services.
	In-car multimedia screen	The included in-car display enriches the travel experience, allows for a pre-defined layout, current floor and travel direction as a default and is ready for future in-car infotainment add-ons
	Intelligent sensors	EOX includes new intelligent sensors for improved safety and reliability, such as an in-car optical sensor and an accelerometer, which is used to monitor the motion behavior of the car and the doors
	Customer portal access	The cloud-based, self-service customer portal is accessible for free and is the entry point to access documents such as maintenance contracts and historical reports. It allows you to view the elevator performance, its energy efficiency or even create a ticket. For all additional costs associated with the latter, the provisions from the respective maintenance contract apply.
	Smart maintenance	Not only is your new EOX digitally native, but so are our technicians. From the moment the elevator has been provisioned, real-time diagnostics will be regularly sent to our technicians, even when not on-site. This will enable them to detect shutdowns in real-time and have guided troubleshooting, focusing on the most likely failure causes.

\* Please note that all digital (software) services require a valid maintenance agreement with TK Elevator for the given elevator unit. If this is not the case, the digital services including the emergency communication system will not be available and the in-car multimedia display will only display the current floor and travel direction.

## 1.2 Building B1, Group G1, Unit 1

### TK Elevator Description of Equipment

Unit <sup>1</sup> NickName:	1	Door Type:	Side opening
Units in Group:	1	Door Width:	3 ft 6 in
Product:	EOX Traction	Door Height:	7 ft 0 in
Application:	Passenger	Cab Height:	7 ft 4 in
Loading Class:	A	Clear Inside Cab Width:	6 ft 9 in
Seismic Equipment:	No	Clear Inside Cab Depth:	4 ft 4 in
Capacity:	2500 lbs.	Hoistway Width:	8 ft 6 in
Speed:	150 fpm	Hoistway Depth:	5 ft 9 in
Travel:	13 ft 0 in	Pit Depth:	4 ft 0 in
Landings:	2 stops (2 front, 0 rear)	Clear Overhead <sup>2</sup> :	12 ft 7 in
Power Supply:	480 Volts / 3 PH / 60 Hz	Controller Location:	Jamb
Code Year:	2019		
		<b>Limited Access Provisions</b>	
		Type:	No
<b>Cab</b>		<b>Car Fixtures</b>	
Cab Interior Type	Steel shell	Type:	Surface Mounted with Push Buttons (half height)
Cab Wall Column:	Painted	Finish:	Stainless Steel
Cab Side Wall:	Laminate	Fixtures Included:	Applied Car Operating Panel, Car Position Indicator, Car Riding Lantern
Cab Rear Wall:	Laminate		
Cab Front:	Stainless Steel	<b>Hall Fixtures</b>	
Cab Doors:	Stainless Steel	Type:	In-Jamb position
Cab Door Sill:	Aluminum	Fixtures Included:	Hall Stations, In-Jamb Position Indicator at Ground Floor
Cab Finished Floor:	By others (not exceed 3/4")	Lobby Panel:	No
Ceiling:	Downlight		
Ceiling Finish:	Stainless Steel		
Handrail Location:	Rear Wall only		
<b>Entrance Doors</b>		<b>Pit Ladder</b>	
<b>Assigned</b>		Pit Ladder Provider:	Retractable included
<b>Entrance Finishing</b>		Notch:	0
F - 2 Smoked Silver			
F - 1 Smoked Silver			

1 - Each individual elevator included in this Proposal will hereinafter be referred to as a "unit"

2 - The overhead is measured from the finished top floor, to the underside of the safety beam

3 - Standby lowering and/or standby operation requires a properly sized backup power source furnished and installed by Purchaser

4 - Entrance jamb mounted controller carries an entrance fire rating of one and a half (1.5) hours and equivalent hoistway rating of two (2) hours.

## FINISHES SELECTIONS

### Interior cab finishes

#### Laminates



Ashen  
Ironwood  
9901



Roman  
Graystone  
9902



Serene  
Sugar Pine  
9903



Mojave  
Chestnut  
9904



Heirloom  
Cherrywood  
9905

#### Metals Additional Cost



Smoked  
Silver  
F-131



Chalkboard  
F-119



#4 Brushed  
Stainless Steel

### Holatway doors and entrance finishes

#### Painted Metal



Smoked  
Silver  
F-131



Chalkboard  
F-119



Pitch  
Black  
F-112



Toasted  
Cotton  
F-132



Prime  
Grey  
F-400

#### Metal Additional Cost



#4 Brushed  
Stainless Steel

## Accessories



LED downlight ceiling



Handrail



Braille plates



Aluminum

Standard aluminum sills

## Fixtures



Integrated multimedia/infotainment screen



Hall call button



Car operating panel (COP)



Car riding lantern



Combo hall lantern and position indicator



## 2.0 Key Tasks and Approximate Lead Times

This Proposal is based on the applicability of all of the following conditions that shall be incorporated into a separate installation agreement between the parties as a condition for performing the work described above:

1. Execution of this Proposal
2. Payment for pre-production and engineering
3. Approval of layout (if applicable)
4. Upon validation of site readiness requirements

### Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)

Varies

Preparation of layout drawing package (upon receipt of separate installation agreement and plans)

2-3 Weeks

Approval of layout drawing package, by Purchaser (additional time required for cab, signal, entrance preparation and approval, if applicable. One revision is included in this Proposal price; additional charges and additional time will apply for additional revisions)

Varies

Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)

16-18 Weeks per Elevator

Installation of Elevator System per car (Upon completion of all required preparatory work by other trades. This time includes elevator installation only and does not reflect adjusting or inspection times.)

4 Weeks per Elevator

*The durations/lead times listed above are strictly approximations that can vary due to factors both within and outside of TKE's control, are subject to change without notice to Purchaser and shall not be binding on TKE*



## 3.0 Payment Terms

- Fifty percent (50%) of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TKE's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.
- 25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been

received at TKE staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

- 25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TKE fails to receive payment within thirty (30) days of the date of a corresponding invoice, TKE reserves the right to demobilize until such a time that the payments have been brought up to date, and TKE has the available manpower.
- The payment terms breakdown above shall be considered to be the Schedule of Values for the project as written. Billing shall be submitted on or before the 25<sup>th</sup> day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.
- Purchaser agrees that TKE shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TKE has been paid 100% both of the price reflected in this Proposal and for any other work performed by TKE or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.
- Default by Purchaser in payment terms may result in interest on sums due and unpaid at 1.5% per month or at the highest legal rate (whichever is less) and suspension of work until all outstanding balances are paid.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

<b>Proposal Price</b>		<b>\$ 110,000.00</b>
Initial progress payment	(50%)	\$ 55000
Material furnished	(25%)	\$ 27500
Total of remaining progress payments	(25%)	\$ 27500

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

<b>Rates</b>	
Mechanic (Standard) per hour	\$ 295.00
Mechanic (OT) per hour	\$ 473.00
Team (Standard) per hour	\$ 505.00
Team (OT) per hour	\$ 835.00

The use of online portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TKE and any additional cost for such use is to be reimbursed to TKE via a reimbursable change order immediately upon acceptance.





## 4.0 Warranty Term

TKE warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TKE's "Final Acceptance Form" on the express conditions that all payments made under the separate installation agreement and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TKE. In the event that TKE's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TKE makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TKE will provide free service for periodic examination, lubrication, or adjustment, nor will TKE correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TKE prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of the separate installation agreement and any mutually agreed to written change orders have been made in full, TKE shall, at its own expense, correct any proven defect by repair or replacement. TKE will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TKE be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.



## 5.0 Additional Items

### 5.1 New Installation Maintenance (NIM)

- A. Following the execution of TKE's "Final Acceptance" form(s), TKE will provide the following services during normal working hours for the units described below:
  1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TKE during normal business working days and hours by the applicable TKE branch office and/or
  2. the dispatch of a TKE technician with to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring through the equipment's communication line (if applicable) in order to free any entrapped passengers („callback services“) and/or
  3. to make covered repairs to the equipment installed by TKE. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TKE's control that affects the use or operation of the equipment ("excluded work").
- B. The services described in (4)(A)(2) and (4)(A)(3) will be performed only during normal business working days and hours.
- C. Purchaser agrees to separately pay for all excluded work as defined in (4)(A)(3) above.
- D. If overtime has not been expressly included in (4)(B) above, Purchaser also agrees to separately pay for any callback services described in (4)(A)(2) and for any covered repairs described in (4)(A)(3) that are performed outside normal business working days and hours.
- E. Following the execution of TKE's "Final Acceptance Form", TKE will also provide Multi-Media Monitoring Services ("MMM") for the units described below and in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. MMM includes seven (7) days per week, 24 hours per day dispatching service provided by TKE Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully



operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TKE Communications call center does not have dialing access to local "9-1-1" numbers.

Unit Designation	# of Months after Final Acceptance
1.1	3 Month(s)

## 5.2 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to ensure its own timely and separate completion of those items and to coordinate its own Purchaser's completion of those items with TK Elevator. The following is a list of both additional details applicable to this Proposal and those items that are not included in this Proposal:

### A. General

1. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
2. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TKE reserves the right to modify this Proposal or rescind it altogether.
3. TKE is an equal opportunity employer.
4. TKE's performance of the work described in this Proposal and any separate installation agreement is contingent upon Purchaser furnishing TKE with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TKE as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TKE after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
5. All taxes, tariffs, duties, permit and/or license fees imposed upon TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE's suppliers of the materials and/or components required in connection with this Proposal.
6. Purchaser agrees to provide TKE's personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE's sole opinion, this provision is being violated.
7. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TKE's standard practices and policies will require additional costs.
8. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TKE in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
9. All pricing options noted herein are based on acceptance at the time of project award.

### B. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
  - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/

- b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TKE shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. OSHA compliant removable barricades prior to TKE's installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Prior to beginning installation, entrance protection and netting must be installed in accordance with OSHA 1926.502J to prevent any objects from falling down the shaft; please note that installation and netting are by others at no cost to TKE. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.
- f. A work platform in the hoistway at the top landing will be provided by Purchaser when required. The platform shall be constructed to the specification provided to the Purchaser by TKE.
- g. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
- h. An OSHA compliant steel safety beam rated at the capacity verified by the structural engineer as shown on TK drawings. Beam to be installed 2" below the overhead roof deck as shown on the TK Elevator shop drawings before elevator installation.
- i. A hoistway that is square and plumb within 1" from top to bottom of the total hoistway height. If the hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation.
- j. Adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay.
- k. 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.
- l. Rough openings for the entrances that shall be no less than what is delineated on the elevator shop drawings;
- m. Installation of inserts per TKE's layout drawing package. The inserts themselves will be provided by TKE.
- n. Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support which Purchaser shall ensure is installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Purchaser shall ensure that guide rails for traction elevators must attach to steel, CMU or concrete, not wood.
- o. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding the TKE sill support as detailed on the TKE layouts along with all structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items.
- 2. Purchaser must specify wall thickness for elevator entrance frames on the layout approvals. The standard range wall thickness for elevator entrance frames is 3.25" to 12.5". TKE can accommodate entrance thickness of up to 22" at an additional cost.
- 3. TKE is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

#### **C. Electrical and Life Safety**

- 1. Purchaser shall provide the following:
  - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
  - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
  - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
  - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;

- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. a 220v single phase (20 amps) disconnect should be placed adjacent to the hoistway 1 floor above halfway within 50' of each hoistway;
- j. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration as shown on the layout drawing package. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

#### **D. Miscellaneous**

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Should building settling occur which requires elevator rail alignment / escalator leveling and alignment modifications during installation (or during any included New Installation Maintenance period as designated above), additional charges will apply.
3. Purchaser shall ensure full compliance with any governmentally required safety provisions not directly involved with the elevator / escalator installation.
4. Purchaser shall provide a finished cab floor with total thickness  $\leq 3/4"$ , weighing  $\leq 300$  lb.
5. Unless indicated, plastic laminate and powder coat are standard selections, with any other options requiring a price increase.
6. Purchaser shall provide an on-site dumpster. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
7. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).

### **5.3 Working Hours, Logistics and Mobilization**

- a. All work described in this Proposal shall be performed during TKE's regular working days - defined as Monday thru Friday and excluding IUEC recognized holidays - and regular working hours - defined as those hours regularly worked by TKE modernization mechanics at the TKE branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TKE and Purchaser (hereinafter TKE's regular working days and regular working hours shall be collectively defined as "normal working hours"). TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TKE personnel at no additional cost to TKE.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form (MRF), which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TKE is authorized to warehouse the equipment at the TKE warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TKE for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TKE includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TKE's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.

- i. Purchaser shall provide an on-site dumpster. TKE will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

## 5.4 Temporary Use, Inspection and Turnover

- a. Unless required by specification, TKE will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TKE's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TKE's standard local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TKE's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TKE, TKE will charge Purchaser for both the cost of each re-inspection which shall be \$3,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TKE that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TKE's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TKE's notice of completion to Purchaser unless both TKE and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TKE's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TKE's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.
- h. This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "MAX Link - Multimedia") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.



## 5.5 MAX

MAX is a cloud-based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

## 5.6 Additional Terms and Conditions

- a. In no event shall TKE be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TKE reserves the right to modify this Proposal or rescind it altogether.
- c. TKE is an equal opportunity employer.
- d. TKE's performance of the work described in this Proposal is contingent upon Purchaser furnishing TKE with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TKE as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TKE after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TKE as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay TKE for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon TKE after the date of acceptance of this Proposal by any governmental authority or by any of TKE's suppliers of the materials and/or components required in connection with this Proposal.
- f. Purchaser agrees to provide TKE's personnel with a safe place in which to work and TKE reserves the right to discontinue work at the jobsite whenever, in TKE's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TKE's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TKE in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TKE and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TKE's work place and prior to and during TKE's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TKE's employees or those of TKE's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TKE harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TKE retains title to and a security interest in all equipment it supplies – which TKE and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TKE may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TKE's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TKE to file in public offices in order to perfect TKE's security interest in such equipment.
- l. TKE shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

- m. The rights of TKE under this Proposal shall be cumulative and the failure on the part of the TKE to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TKE in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- n. In the event TKE engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- o. TKE can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- p. Should loss of or damage to TKE's material, tools or work occur at the project site, Purchaser shall compensate TKE for such loss, unless such loss or damage results from TKE's own acts or omissions.
- q. Purchaser, in consideration of TKE performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TKE Elevator Corporation, TKE Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TKE party" and collectively the "TKE parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TKE party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TKE party. Purchaser recognizes that its obligation to defend the TKE parties under this clause, which is separate and apart from its duty to indemnify the TKE parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- r. Purchaser further expressly agrees to name TK Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- s. TKE's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- t. Unless so mutually agreed upon in a separate signed agreement, TKE shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this agreement

## 5.7 Specific Equipment Type Requirements

### Traction Machine Roomless Applications Only

- a. Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.
- b. A full rough opening to accept controller, typically at top landing or floor below top landing, an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame.
- c. Purchaser shall provide a temporary 220 VAC - 20 amps single-phase terminal with disconnect for each traction elevator at designated spot per TK Elevator local management at the start of the job for temporary operation of work platform.
- d. The full width of the hoistway should remain open at the bottom landing until all elevator equipment is installed within the hoistway.



## 6.0 Offer validity and acceptance

The price offer is valid for a period of Thirty **(30) days** from the date of its submission.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TKE will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of \$ 110,000.00

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TKE manager.

### 6.1 Offer acceptance



By his/her signature, he/she acknowledges having read the General Terms and Conditions set out above and declares accepting them without reservation.

(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)



# EOX at a glance







## EOX - Moving you beyond your everyday elevator.

EOX is TK Elevator's new energy-efficient and digitally native elevator that adds value to your building. With a simplified, efficient delivery and installation process, EOX delivers the kind of quality you have come to expect from us tailored to your building's specific requirements.

Backed by German engineering and North American assembly, EOX has been designed to improve customer experience through increased uptime and extended product lifespan. It's all what you expect from an everyday elevator – and beyond. EOX brings premium specs to the entry level standard, such as a regenerative drive in the traction elevator system; sustainable, re-refined oil in the hydraulic elevator system; standard sleep, standby and eco-modes; space-saving design; digital infotainment screen; 24/7 remote monitoring and smart maintenance; smartphone connectivity to the elevator for passengers.

## Elevated Operating Experience

EOX is specifically engineered to provide your project with premium, future-proof features at an entry level price point. Designed to facilitate streamlined manufacturing and delivering processes, EOX safeguards your project's budgets and construction timelines. From reliable performance that ensures a smooth, quiet, reliable and quick ride – to providing your building with up to 45% energy reduction – EOX allows you to move beyond what's expected.

 <p><b>DIGITALLY NATIVE</b></p> <p>EOX is a truly "smart" elevator with 24/7 access to data, real-time diagnostics, onboard infotainment, and the ability for passengers to signal a ride from their phone.</p>	 <p><b>ACTIVITY PATTERN TRACKING</b></p> <p>EOX comes standard with a unique eco-mode that learns building traffic patterns to adjust speed and acceleration during low traffic times.</p>	 <p><b>SMOOTH RIDE</b></p> <p>With EOX, we didn't skimp on high quality components. EOX comfortably takes passengers to their destination.</p>
 <p><b>SHORTENED LEAD TIMES</b></p> <p>Supported by innovations in manufacturing, EOX is shipped strategically packaged and ready to install.</p>	 <p><b>SAFETY FIRST</b></p> <p>EOX delivers a smooth ride and sleek design combined with cutting-edge passenger safety features in-car video monitoring and two-way chat.</p>	 <p><b>COST EFFICIENT</b></p> <p>EOX's real-time data, energy savings, and smart technology features come standard – saving cost now, and in the future.</p>

**jay@johnbellconstruction.com**

---

**From:** Rodriguez, Raul <raul.rodriguezjr@tkelevator.com>  
**Sent:** Thursday, May 8, 2025 7:18 AM  
**To:** jay@johnbellconstruction.com  
**Subject:** GOLDEN BEACH WELLNESS CENTER  
**Attachments:** TK Elevator Proposal- Gold Beach Wellness Center-4.21.25.pdf  
  
**Flag Status:** Flagged

Good morning, Jay,

It was nice talking with you yesterday, please see updated proposal due to current global situation.

Let me know if you have any questions and keep me posted on the project or anything I can help with.

Thanks

Regards,

Raul Rodriguez  
New Installation Sales Executive,  
Miami, FL

M: +1 645-666-7809, [Raul.Rodriguezjr@tkelevator.com](mailto:Raul.Rodriguezjr@tkelevator.com)  
**TK Elevator Corporation** | 7481 NW 66<sup>th</sup> St. | Miami, FL, 33166 | USA | [www.tkelevator.com/us](http://www.tkelevator.com/us)  
[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

**Your future elevator is calling! [Click here to say hello to EOX](#)**

To place a service call please use our website or email for the quickest response.  
<http://www.tkelevator.com/us-en/contact/online-service-request.html>  
[Southeastdispatch@tkelevator.com](mailto:Southeastdispatch@tkelevator.com)

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# **GOLDEN BEACH WELLNESS CENTER**

## **PCO #011 Rain Delays**

This PCO accounts for the total number of rain delay days for the week ending **Monday, September 15th**.

Documented Rain Delay Dates:

- Friday September 5<sup>th</sup>
- Tuesday September 9<sup>th</sup>
- Wednesday September 10<sup>th</sup>
- Thursday September 11<sup>th</sup>
- Friday September 12<sup>th</sup>
- Monday September 15<sup>th</sup>



## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☒  
FIELD ☐  
OTHER ☐

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	11
		DATE:	9/16/2025
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was

The Costs Associated with this Change Order are:

1 Rain Delays - (7) Days

Friday September 5th  
Monday September 8th  
Tuesday September 9th  
Wednesday September 10th  
Thursday September 11th  
Friday September 12th  
Monday September 15th

\$ -

Insurance (GL & Workers Comp)	1.0%
Project Overhead	12.5%
Management Fee	12.5%

The Contract Sum will be increased by this Change Order in the amount of

\$ -  
\$ -  
\$ -

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey  
ARCHITECT  
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401  
Address

John Bell Construction, Inc  
CONTRACTOR  
4000 SW 60th Court, Miami FL 33155  
ADDRESS

Town of Golden Beach  
CONTRACTED  
100 Ocean Blvd, Golden Beach, FL 33160  
ADDRESS

BY

BY Jay Castellanos

BY

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE  
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987



## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #012 Additional LED Lights**

This PCO includes additional LED lighting that was not clearly identified in the Bid Set. While the Lighting Schedule (E-502) listed LED1-LED4, these fixtures were not tagged on the floor plans, making their locations and quantities unclear at bid time. As a result, LED-1 required clarification, and LED-2 and LED-3 were not shown at all. Because this information was missing from the drawings, the subcontractor could not have included the full scope in their original pricing. RFI #5 Lighting Fixture Clarification confirmed the fixture types and required linear footage, which establishes this work as outside the original contract and the basis for this change order. See attached RFI #5 Lighting Fixture Clarification.

#### **Additional Work Includes:**

- Light Type LED-1 Max 70'
- Light Type LED-2 Max 110'
- Light Type LED-3 Max 30'



## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	12 Additional LED Lights
		DATE:	10/6/2025
		DATE OF COMMENCEMENT:	TBD
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT DATE:	NTP #01 -
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:


1 Electrical - Additional LED Lights (Exhibit A)	\$ 11,168.80
--	--------------

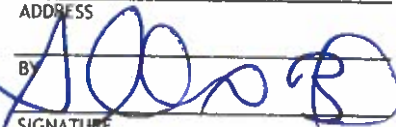
Insurance (GL & Workers Comp)	1.0%	\$ 111.69
Standard Overhead & Management Fee	14.0%	\$ 1,563.63
Bond Cost	2.0%	\$ 223.38

The Contract Sum will be increased by this Change Order in the amount of \$ 13,067.50

The Contract Time will be increased by 0 days  
The date of Substantial Completion as of the date of this Change Order therefore is TBD

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
	Adrian Gonzalez
BY	BY
	
SIGNATURE	SIGNATURE
	10/6/2025
DATE	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY 
SIGNATURE
DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987

EXHIBIT A



10753 NE 3rd Ct, Miami, FL 33161  
Ph.305.965-4610 Fax.786-953-8719  
**DLD ELECTRICAL CONTRACTOR**  
Electrical Contractor State # EC13013062  
**Dedication-Loyalty-Diligence**  
It is our commitment to you.

---

**PROPOSAL    CHANGE ORDER # 1    2502-01**

---

**Date:** September 24, 2025  
**To:** John Bell Construction  
**Project:** Golden Beach Wellness Center  
**Address:** 1 Golden Beach Drive, Golden Beach, FL 33160

**Description of Work**

**A108 FIRST FLOOR PLAN**

- Furnish and install (1) light type LED-1 Max 70'
- Furnish and install (1) light type LED-2 Max 110'
- Furnish and install (1) light type LED-3 Max 30'

**A109 FIRST FLOOR PLAN**

- Furnish and install (1) light type LED-3 Max 87'

**This Proposal specifically includes:**

- U.L. rated material and labor installed in accordance with the N.E.C. & N.F.P.A

**We hereby propose to furnish material and labor complete in accordance with the above specification, for the sum of:**

<b>LABOR-----</b>	<b>-----\$2,800.00</b>
<b>LIGHTING PACKAGE INCREASE -----</b>	<b>-----\$8,368.80</b>
<b>TOTAL-----</b>	<b>-----\$11,168.80</b>

Payments to be made as

**This price does not includes payment of the permit.**

- 
- Work to be performed during/after normal business hour
  - Fire stopping, sealing of walls, floor or roof penetrations, patch and painting by others.
  - Any request of work no specified in this scope and with considerable price will represent a change order.



**EXHIBIT A**

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified above.

Payments to be made as follows: - **Progressive Payment.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

Respectfully submitted by:

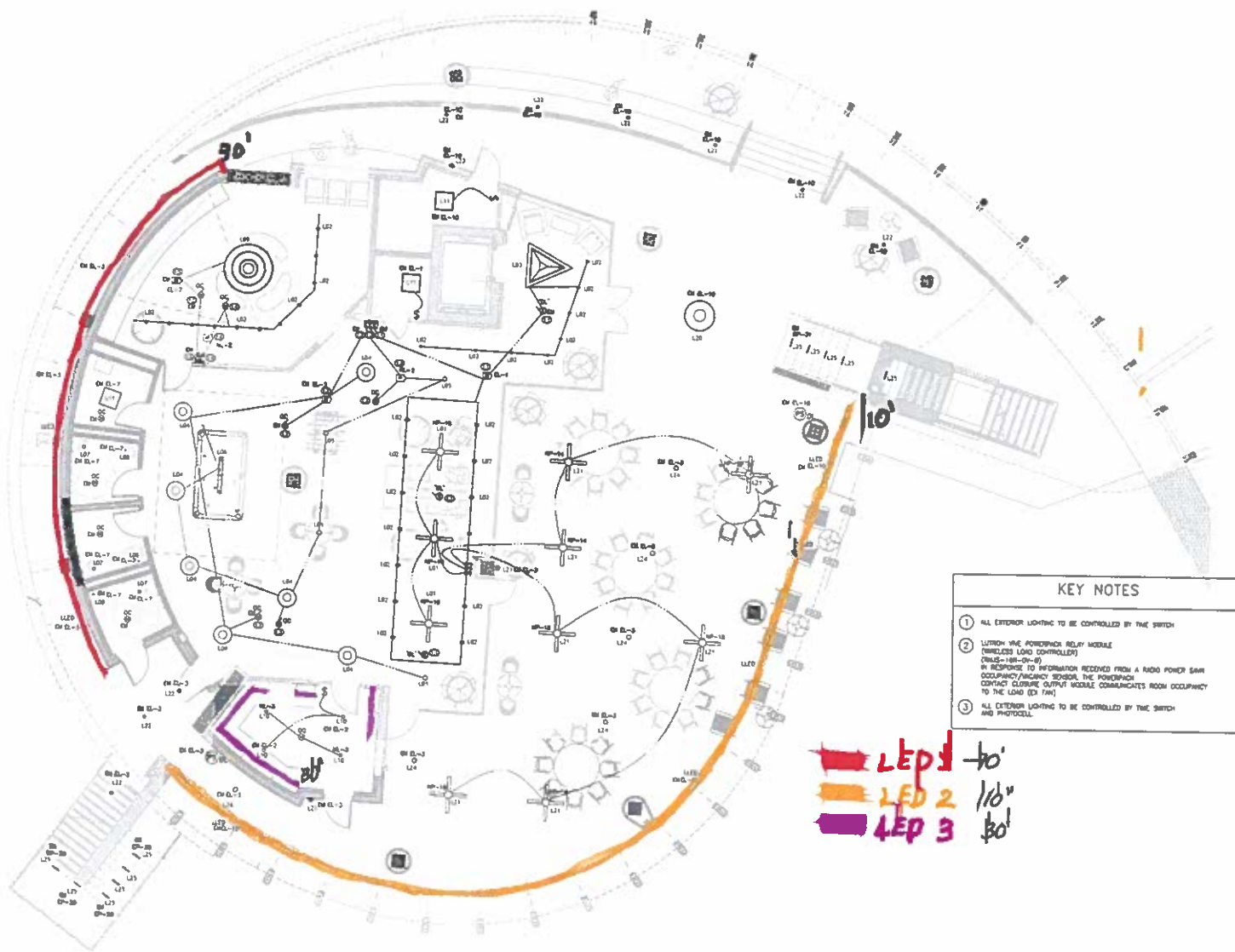
**Alexander B. Lopez**

**Owner**

**DLD-Electrical Contractor LLC**

305-965-4610

[A.lopez@dldelectricalcontractor.com](mailto:A.lopez@dldelectricalcontractor.com)



- KEY NOTES**
1. ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH
  2. LUTRON WIRE POWERPACK RELAY MODULE (WIRELESS LOAD CONTROLLER) IN RESPONSE TO INFORMATION RECEIVED FROM A RADIO POWER SAVING OCCUPANCY/VACANCY SENSOR, THE POWERPACK CONTACT CLOSING OUTPUT MODULE COMMUNICATES ROOM OCCUPANCY TO THE LOAD (ON FAN)
  3. ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH AND PHOTOCELL

LED 1 10'  
LED 2 10'  
LED 3 10'

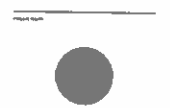
**WELLNESS  
CENTER**

PROJECT LOCATION  
770 S. BORDEN AVE. SUITE 201  
WEST PALM BEACH, FL 33411  
305-839-4348

**TOWN OF  
GOLDEN BEACH**

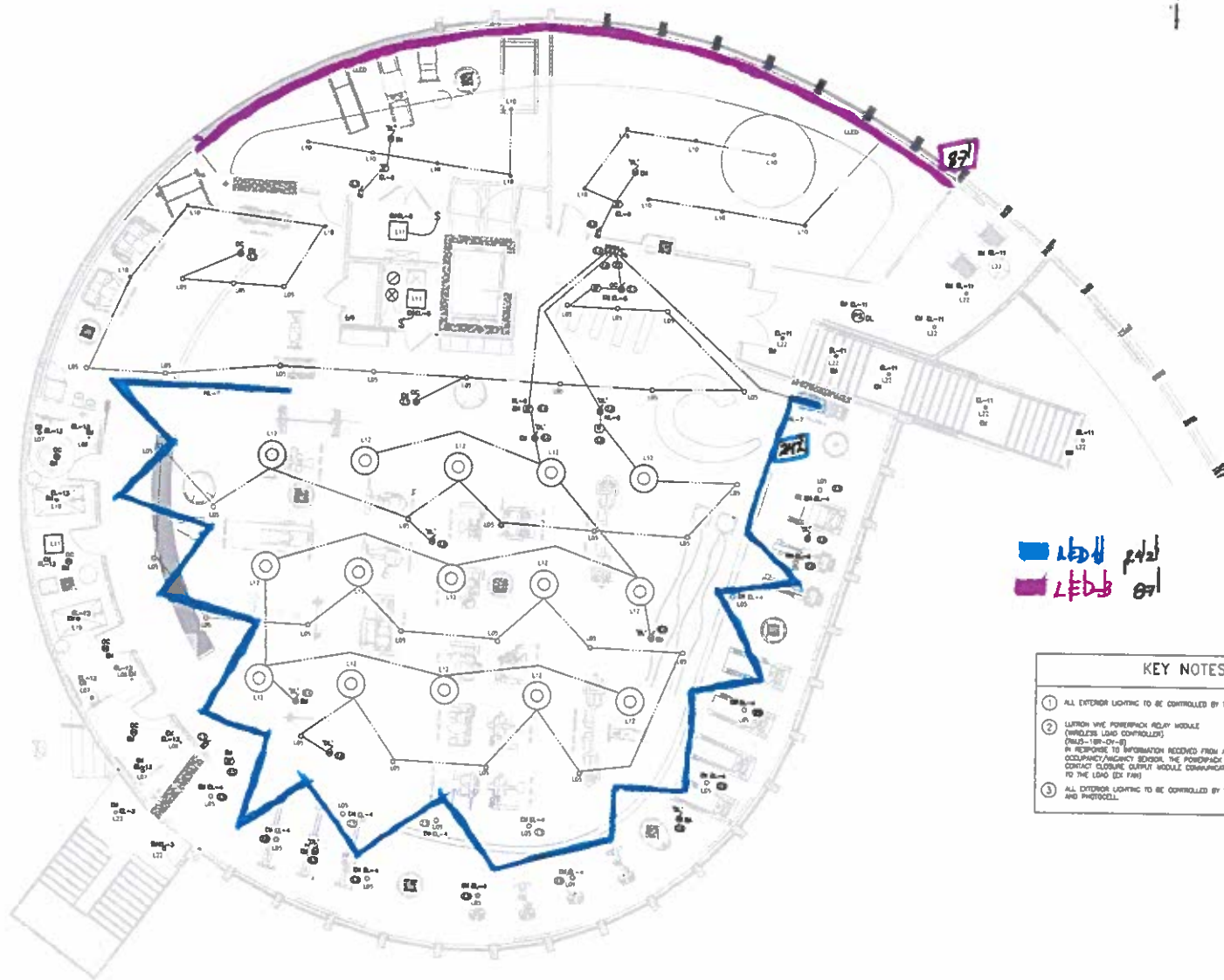


NO.	DATE	DESCRIPTION
1	01-10-14	ISSUED FOR PERMIT
2	01-10-14	ISSUED FOR PERMIT
3	01-10-14	ISSUED FOR PERMIT
4	01-10-14	ISSUED FOR PERMIT
5	01-10-14	ISSUED FOR PERMIT
6	01-10-14	ISSUED FOR PERMIT
7	01-10-14	ISSUED FOR PERMIT
8	01-10-14	ISSUED FOR PERMIT
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15	01-10-14	ISSUED FOR PERMIT
16	01-10-14	ISSUED FOR PERMIT
17	01-10-14	ISSUED FOR PERMIT
18	01-10-14	ISSUED FOR PERMIT
19	01-10-14	ISSUED FOR PERMIT
20	01-10-14	ISSUED FOR PERMIT



**LIGHTING  
1st FLOOR**

**E-500**



LED  
LED

#### KEY NOTES

- 1 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY TIME SWITCH
- 2 LUXTRON VIVE POWERPACK RELAY MODULE (WIRELESS LOAD CONTROLLER) (ON/OFF-150V-ON/OFF) IN RESPONSE TO INFORMATION RECEIVED FROM A RADIO POWER SENS OCCUPANCY/VELOCITY SENSOR, THE POWERPACK CONTACT CLOSING OUTPUT MODULE COMMUNICATES ROOM OCCUPANCY TO THE LOAD (EX FAN)
- 3 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY TIME SWITCH AND PHOTOCELL

## DEMPSEY DESIGN

AND DEMPSEY ARCHITECTS LLC

PROJECT LOCATION  
100 S. BOWEN BLVD. SUITE 300  
WEST PALM BEACH, FLORIDA 33411  
561-899-0340

## WELLNESS CENTER

PROJECT LOCATION  
100 S. BOWEN BLVD. SUITE 300  
WEST PALM BEACH, FLORIDA 33411

## TOWN OF GOLDEN BEACH

ENGINEERING  
CONSULTANTS

NO.	DATE	DESCRIPTION
1	10/11/11	ISSUED FOR PERMIT
2	05/15/15	REV. BY: J. DEMPSEY
3	08/01/15	REV. BY: J. DEMPSEY
4	08/01/15	REV. BY: J. DEMPSEY
5	08/01/15	REV. BY: J. DEMPSEY
6	08/01/15	REV. BY: J. DEMPSEY
7	08/01/15	REV. BY: J. DEMPSEY
8	08/01/15	REV. BY: J. DEMPSEY
9	08/01/15	REV. BY: J. DEMPSEY
10	08/01/15	REV. BY: J. DEMPSEY
11	08/01/15	REV. BY: J. DEMPSEY
12	08/01/15	REV. BY: J. DEMPSEY
13	08/01/15	REV. BY: J. DEMPSEY
14	08/01/15	REV. BY: J. DEMPSEY
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95	08/01/15	REV. BY: J. DEMPSEY
96	08/01/15	REV. BY: J. DEMPSEY
97	08/01/15	REV. BY: J. DEMPSEY
98	08/01/15	REV. BY: J. DEMPSEY
99	08/01/15	REV. BY: J. DEMPSEY
100	08/01/15	REV. BY: J. DEMPSEY

PROJECT LOCATION



DATE: 1/15/17

## LIGHTING 2nd FLOOR

## E-501

DATE: 1/15/17

Golden Beach Wellness Center											
INFINITY ARCHITECTURAL LIGHTING											
ITEM	DESCRIPTION	MANUFACTURER	MODEL	QUANTITY	UNIT PRICE	TOTAL PRICE	WATTAGE	VOLTS	PHASE	NOTES	STATUS
1	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
2	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
3	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
4	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
5	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
6	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
7	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
8	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
9	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
10	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	

11	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
12	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
13	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
14	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
15	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
16	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
17	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
18	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
19	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
20	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	

21	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
22	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
23	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
24	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
25	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
26	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
27	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
28	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
29	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
30	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	

# DEMPSEY DESIGN

100 S. BOWENWAY AVE. SUITE 304  
WEST PALM BEACH, FLORIDA 33411  
561-894-4340

## WELLNESS CENTER

Project: 1000000  
Location: Wellness Center  
Design: 1000000000

## TOWN OF GOLDEN BEACH



1	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
2	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
3	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
4	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
5	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
6	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
7	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
8	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
9	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	
10	1" x 4" LED Recessed	PHILIPS	5050S	10	\$10.00	\$100.00	10W	120V	1	Recessed	



## LIGHTING SCHEDULE

## E-502

Project: 1000000  
Location: Wellness Center  
Design: 1000000000

## RFI #5: Lighting Fixture Clarification

### WELLNESS CENTER – RFI 1 GOLDEN BEACH DRIVE GOLDEN BEACH, FLORIDA 33160

#### TYPE: LED1

- Was quoted for the TYPE labeled “LLED” on the plans.
- We need confirmation whether this is the correct type since it is not following the lighting scheduled.
- We need verification of linear feet count for this type.

#### TYPE: LED2

- Not found on plans and not quoted.
- We need to know where the LED is going and we need verification of linear feet count for this type.

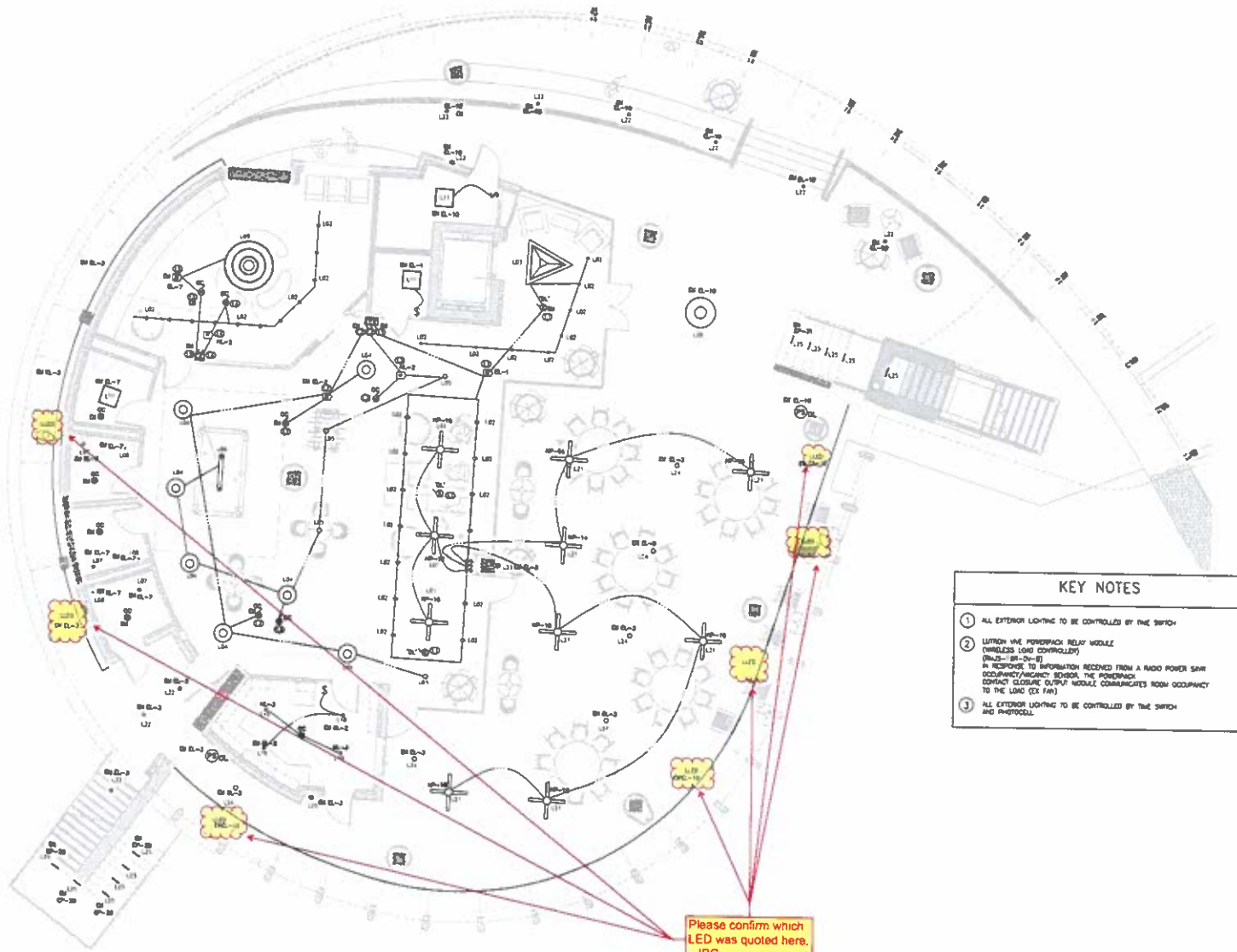
#### TYPE: LED3

- Not found on plans and not quoted.
- We need to know where the LED is going and we need verification of linear feet count for this type.

#### TYPE: LED4

- Was quoted for the TYPE labeled “NL-7” on the plans.
- We need verification of linear feet count for this type.

## RFI #5: Lighting Fixture Clarification



LED1 - 273'-11" - QUOTED  
- Electrical Subcontractor

### KEY NOTES

- 1 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH
- 2 LUTRON VIVE POWERPACK RELAY MODULE (WIRELESS LONG CONTROLLED) (WAVE-88-24-8) IN RESPONSE TO INFORMATION RECEIVED FROM A RADIO POWER SWIR OCCUPANCY/EMERGENCY SENSOR, THE POWERPACK CONTACT CLOSING OUTPUT MODULE COMMUNICATES ROOM OCCUPANCY TO THE LAMP (ON FAN)
- 3 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH AND PHOTOCELL



This item has been digitally signed and sealed by Everett C. Fennell, PE on 03/03/2025.

Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

**DEMPSEY  
DESIGN**  
LAW OFFICES

700 S. ROSSWAY AVE. SUITE 301  
WEST PALM BEACH, FL 33411  
561-894-0348

**WELLNESS  
CENTER**

TOWN OF  
GOLDEN BEACH

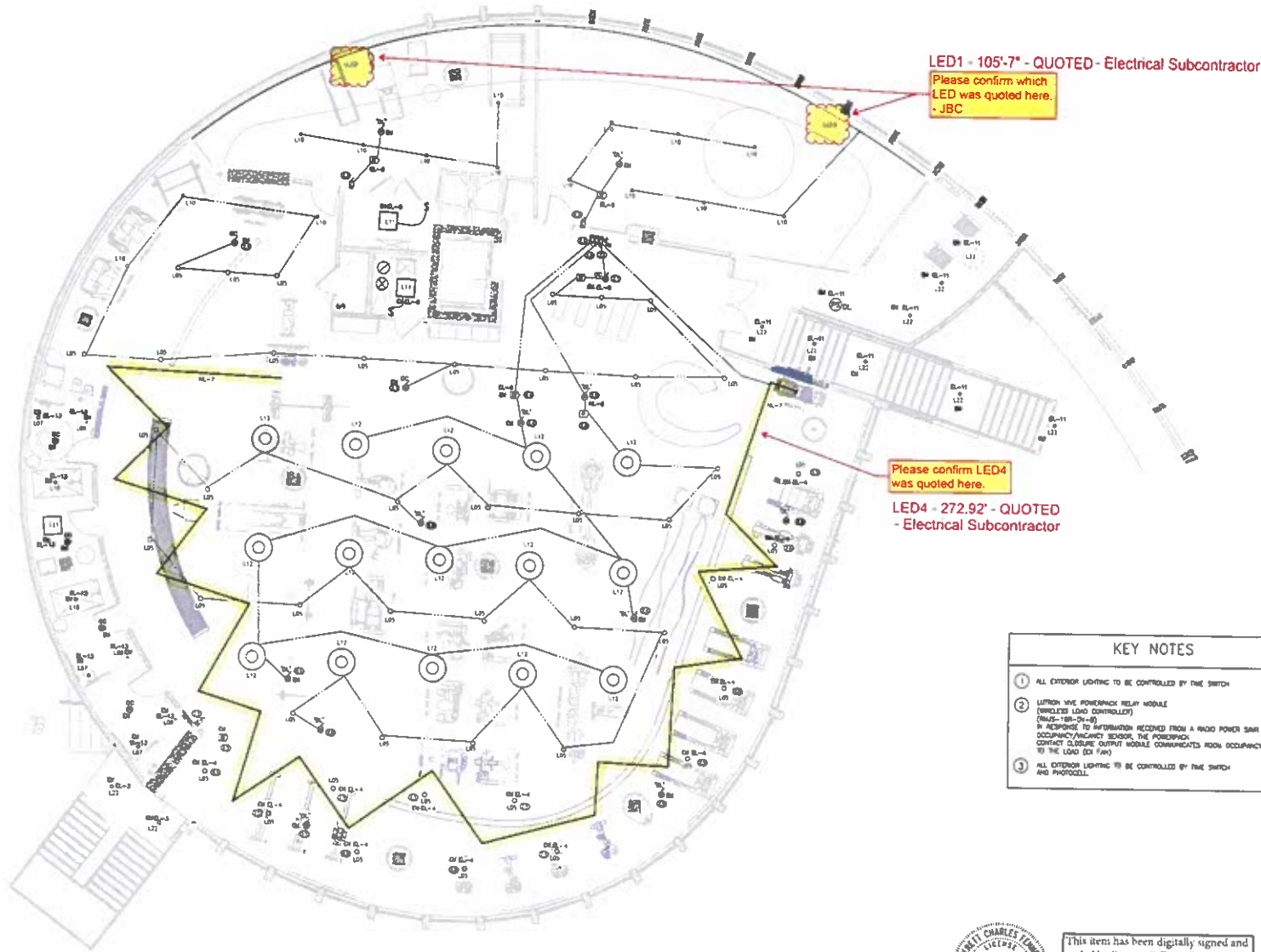
**ECF**  
ENGINEERING  
CONSULTANTS

LIGHTING  
1st FLOOR

**E-500**



## RFI #5: Lighting Fixture Clarification



### KEY NOTES

- 1 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH
- 2 LUTRON VIVE POWERPACK RELAY MODULE (WIRELESS LOAD CONTROLLER) (RMS-100-2V-0) IN RESPONSE TO INFORMATION RECEIVED FROM A RADIO POWER SAIL OCCUPANCY/INCH/2 SENSOR, THE POWERPACK CONTACT CLOSURE OUTPUT MODULE COMMUNICATES ROOM OCCUPANCY TO THE LOAD (OI FAN)
- 3 ALL EXTERIOR LIGHTING TO BE CONTROLLED BY THE SWITCH AND PHOTOCELL



This item has been digitally signed and sealed by Everett C. Fennell, PE on 03/03/2025

Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

**DEMPSEY  
DESIGN**  
ARCHITECTS

100 S. ROSEMARY AVE. SUITE 204  
WEST PALM BEACH, FLORIDA 33411  
561-499-6348

**WELLNESS  
CENTER**

**TOWN OF  
GOLDEN BEACH**

**ECO  
ENGINEERING  
CONSULTANTS**

NO.	DATE	DESCRIPTION
1	03/03/25	ISSUED FOR PERMIT
2	03/03/25	ISSUED FOR PERMIT
3	03/03/25	ISSUED FOR PERMIT
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5	03/03/25	ISSUED FOR PERMIT
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30	03/03/25	ISSUED FOR PERMIT

**LIGHTING  
2nd FLOOR**

**E-501**



## RFI #5: Lighting Fixture Clarification

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This item has been digitally signed and sealed by Everett C. Fennell, PE on 03/03/2025.

Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.



**DEMPSEY**  
**DESIGN**  
www.dempseydesign.com

700 S. ROSEMARY AVE. SUITE 204  
WEST PALM BEACH, FLORIDA 33411  
407-839-0340

**WELLNESS  
CENTER**

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**TOWN OF  
GOLDEN BEACH**



**ENGINEERING  
CONSULTANTS**

အမှတ်	အမည်	အလုပ်အကိုင်
၁	အောင်ကျော်	အထကဆရာ
၂	အောင်ကျော်	အထကဆရာ
၃	အောင်ကျော်	အထကဆရာ
၄	အောင်ကျော်	အထကဆရာ
၅	အောင်ကျော်	အထကဆရာ

[illegible]

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**SUMMARY**

Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair, viewing a screen displaying a target (a red dot) and a starting point (a black dot). The hand is positioned at the starting point, and the arm is extended towards the target. The distance between the starting point and the target is labeled as 'Distance'.

●

## LIGHTING

**SCHEDULE**  
**F-502**

Share 4m      2019年12月10日 星期三 12:45



# **GOLDEN BEACH WELLNESS CENTER**

## **PCO #013 Rain Delays**

This PCO accounts for the total number of rain delay days for the week ending Monday, October 13th.

Documented Rain Delay Dates:

- Wednesday October 8<sup>th</sup>
- Friday October 10<sup>th</sup>



## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	13
		DATE:	10/13/2025
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was

The Costs Associated with this Change Order are:

1 Rain Delays - (2) Days

Wednesday October 8th

Friday October 10th

\$ -

Insurance (GL & Workers Comp)	1.0%
Project Overhead	12.5%
Management Fee	12.5%

The Contract Sum will be increased by this Change Order in the amount of

\$ -  
\$ -  
\$ -

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey  
ARCHITECT  
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401  
Address

BY

SIGNATURE

DATE

John Bell Construction, Inc  
CONTRACTOR  
4000 SW 60th Court, Miami FL 33155  
ADDRESS

Adrian Gonzalez

BY

SIGNATURE

10/13/2025

DATE

Town of Golden Beach  
CONTRACTED  
100 Ocean Blvd, Golden Beach, FL 33160  
ADDRESS

BY

SIGNATURE

DATE



## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #014 Concrete Admixture & Slab Extension**

This change order is for revisions to the first-floor slab and elevator pit walls resulting from architectural and structural updates. The latest storefront revision increased the interior footprint of the first floor, requiring an extension of the structural slab to align with the updated storefront configuration. This slab extension was not included in the original bid documents and became necessary only after the revised layout expanded the building envelope.

In addition, waterproofing requirements for the elevator pit walls were clarified during coordination. The original structural and architectural drawings did not call for a waterproofing admixture for the pit walls. During construction, the Town requested the addition of a waterproofing admixture to ensure compliance with long-term durability and moisture protection standards for below-grade concrete elements. This admixture and the associated coordination were not part of the bid-set requirements.

This change order reflects the additional concrete, labor, formwork, and reinforcing required for the first-floor slab extension, along with the inclusion of the waterproofing admixture for the elevator pit walls and all associated installation and coordination efforts required to meet the updated project requirements.



## POTENTIAL CHANGE ORDER

OWNER ■  
ARCHITECT ■  
CONTRACTOR ■  
FIELD -  
OTHER -

AIA DOCUMENT G701

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	014 Concrete Admixture & Slab Extension
		DATE:	11/25/2025
		NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are: \$ 16,970.40

1 Additional Waterproofing Admix to Elevator Pit Structural Elements (See Exhibit A)	\$ 1,950.40
2 Extension of 1st Floor Structural Slab for Storefront Revision (See Exhibit B)	\$ 15,020.00

Insurance (GL & Workers Comp)	1.0%	\$ 169.70
Standard Overhead & Management Fee	14.0%	\$ 2,375.86
Bond Cost	2.0%	\$ 339.41
The Contract Sum will be increased by this Change Order in the amount of		<b>\$ 19,855.37</b>

This change order will increase Substantial Completion by

5 days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
	Jay Castellanos
BY	BY
SIGNATURE	SIGNATURE
DATE	11/25/2025
	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY
SIGNATURE
DATE



AMEX CONSTRUCTION GROUP, INC.

CHANGE ORDER

Client: JOHN BELL CONSTRUCTION  
4000 SW 60TH CT. MIAMI, FL 33155  
Date: November 10th, 2026  
Project: Golden Beach Wellness Center  
1 Golden Beach Dr. Golden Beach, FL  
CO #: 001

Description: The following change order corresponds to addition of waterproofing admix to Elevator structural elements below ground.

SIKA Permeability Reducing Admixture \$40/CY + TAX	\$1,950.40
--	------------

NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.



**AMEX CONSTRUCTION GROUP, INC.**

**CHANGE ORDER**

Client: JOHN BELL CONSTRUCTION  
4000 SW 60TH CT. MIAMI, FL 33155  
Date: November 10th, 2026  
Project: Golden Beach Wellness Center  
1 Golden Beach Dr. Golden Beach, FL  
CO #: 002

Description: The following change order corresponds to extension of 1st Floor Structural Slab to accommodate store fronts.

<b>Additional Structural Slab Total</b>	<b>\$15,020.00</b>
---	--------------------

NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT.





## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #016 Data**

This change order is for the addition of the data and network cabling scope of work. Data was originally identified as Owner-provided, and no structured cabling, equipment, or installation was included in JBC's contract at the time of bid.

The Town has requested that JBC provide and coordinate the complete data system for the building. This includes CAT6 network drops, cabling, terminations, patch panel, rack, wire management components, and associated hardware required to deliver a fully installed and functional network backbone.

This change order reflects the labor, materials, and installation work necessary to furnish and install the complete structured cabling system in accordance with the Town's updated requirements.



POTENTIAL CHANGE ORDER

OWNER ■  
ARCHITECT ■  
CONTRACTOR ■  
FIELD -  
OTHER -

AIA DOCUMENT G701

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	016 Data
		DATE:	11/25/2025
		NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:  
1 Data & Network Cabling (See Exhibit A) \$ 17,005.51

Insurance (GL & Workers Comp)	1.0%	\$ 170.06
Standard Overhead & Management Fee	14.0%	\$ 2,380.77
Bond Cost	2.0%	\$ 340.11
The Contract Sum will be increased by this Change Order in the amount of		\$ 19,896.45

This change order will increase Substantial Completion by 0 days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc	Town of Golden Beach
ARCHITECT	CONTRACTOR	CONTRACTED
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155	100 Ocean Blvd, Golden Beach, FL 33160
Address	ADDRESS	ADDRESS
BY	Jay Castellanos	BY
SIGNATURE	SIGNATURE	SIGNATURE
DATE	11/25/2025	DATE

MRD Network Solutions, Inc.  
 10802 SW 88th Street #P4  
 Miami, FL 33176  
 7862713649  
 info@mrdnetwork.com  
 www.mrdnetwork.com



**ADDRESS**

John Bell Construction  
 4000 SW 60th CT  
 Miami, FL 33155 USA

**Estimate 1748**

**DATE 11/15/2025**

**EXPIRATION DATE 12/15/2025**

DATE	ACTIVITY	DESCRIPTION	QTY
	<b>Labor</b>	PROJECT NAME: Golden Beach Wellness Center	1
		Labor Network Drops; Run (20) cat6 cables to the locations according to the client's specifications for the network drops.	
	<b>Material</b>	48 Cat6 Patch Panel	1
	<b>Material</b>	Cat6 Jacks	24
	<b>Material</b>	12U Rack Mount	1
	<b>Material</b>	Wire Manager	2
	<b>Material</b>	65" Samsung TV	1
	<b>Material</b>	Wall Mount Rack	1
	<b>Material</b>	Cat6 Cables	1
	<b>Material</b>	J-Hooks	1
	<b>Material</b>	Hangers	1
	<b>Material</b>	Tie Wraps, Velcro, etc.	1
	<b>Fee</b>	Permit Fee	1
	<b>Note</b>	If additional materials, labor and or fees are needed and or requested, not on this estimate; additional charges will apply.	1
	<b>Warranty Note</b>	Warranty on the equipment valid for one year. Does not include natural disasters, lightning, vandalism and or theft.	1

Contact MRD Network Solutions to pay.  
 Thank you for the opportunity to work with you.

**SUBTOTAL**

**15,893.00**

Kindly be advised valid for 30 days.  
Prices subject to change.  
75% down payment. 25% upon completion.

Please feel free to contact us with any questions.

Thank you,  
MRD Network Solutions

TAX

1,112.51

TOTAL

\$17,005.51

Accepted By

Accepted Date



## **GOLDEN BEACH WELLNESS CENTER**

### **PCO #20 Additional Plumbing Drains**

This PCO includes the added cost for (7) additional floor drains, (1) roof drain, and (1) recessed hose bib on the first and second floors. These items were not included in our original contract documents or scope of work.

The need for these added fixtures came from the sketch which shows the updated locations and quantities, see attached. This includes all related labor, materials, and coordination efforts required to furnish and install the additional drains and hose bib.



POTENTIAL CHANGE ORDER

OWNER ■  
ARCHITECT ■  
CONTRACTOR ■  
FIELD -  
OTHER -

AIA DOCUMENT G701

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	20 Additional Plumbing Drains
		DATE:	12/12/2025
		NTP #02:	7/14/2025
		Original Substantial Completion Date:	7/24/2026
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:


1 Plumbing- Additional Floor & Roof Drains, and Hose Bib (Material & Labor)	\$ 14,200.00
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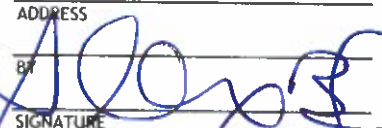
Insurance (GL & Workers Comp)	1.0%	\$ 142.00
Standard Overhead & Management Fee	14.0%	\$ 1,988.00
Bond Cost	2.0%	\$ 284.00

The Contract Sum will be increased by this Change Order in the amount of \$ 16,614.00

This change order will increase Substantial Completion by 5 days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
	Adrian Gonzalez
BY	BY
	
SIGNATURE	SIGNATURE
	12/12/2025
DATE	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY

SIGNATURE
DATE

**A & C Portela Plumbing, Inc.**

2655 SW 33rd Ave

Miami, FL 33133

(786)953-4533

zuly@portelaplumbing.com

yd@portelaplumbing.com

**ADDRESS**

GB Wellness Center Project

John Bell Construction

4000 SW 60th Ct

Miami, FL 33155

**PROPOSAL 2989****DATE** 12/05/2025**PROJECT NAME**

CHANGE ORDER- GB WELLNESS CENTER

**PROJECT ADDRESS**

1 Golden Beach Drive

DATE	SERVICE/ ITEM	QTY	AMOUNT
	SCOPE OF WORK =====		
	PURCHASE AND INSTALLATION OF (8) EIGHT NEW FLOOR DRAINS. UNDERGROUND AND INSTALLATION WORK REQUIRED TO COMPLETE INSTALL		
	PURCHASE AND INSTALLATION OF (1) NEW HOSE BIB W/ COPPER PIPING.		
	PURCHASE OF HYDRANT AND INSTALLATION		
	<b>TOTAL CHANGE ORDER COST</b>		
	CHANGE ORDER WORK & MATERIALS LISTED.	1	14,200.00

ALL MATERIALS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A SUBSTANTIAL WORKMAN LIKE MANNER ACCORDING TO THE SPECIFICATIONS DETAILED ABOVE AND IN CONFORMANCE WITH FLORIDA STATES CODES. ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS, WHICH MAY RESULT IN ADDITIONAL COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ACCEPTANCE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND YOUR CONTROL. THE OWNER IS TO CARRY THE APPLICABLE HAZARD INSURANCE. OUR EMPLOYEES ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE. THIS PROPOSAL MAY BE WITHDRAWN OR SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS. ALL COST AND EXPENSES OF COLLECTION INCLUDING

SUBTOTAL	14,200.00
TAX (0.08)	0.00

IF YOU ARE IN AGREEMENT WITH CONTRACT , PLEASE SIGN AND DATE ABOVE WITH YOUR APPROVAL.  
THANK YOU!



ATTORNEY'S FEES WILL BE PAID BY THE CUSTOMER TO  
COLLECT DELINQUENT ACCOUNTS

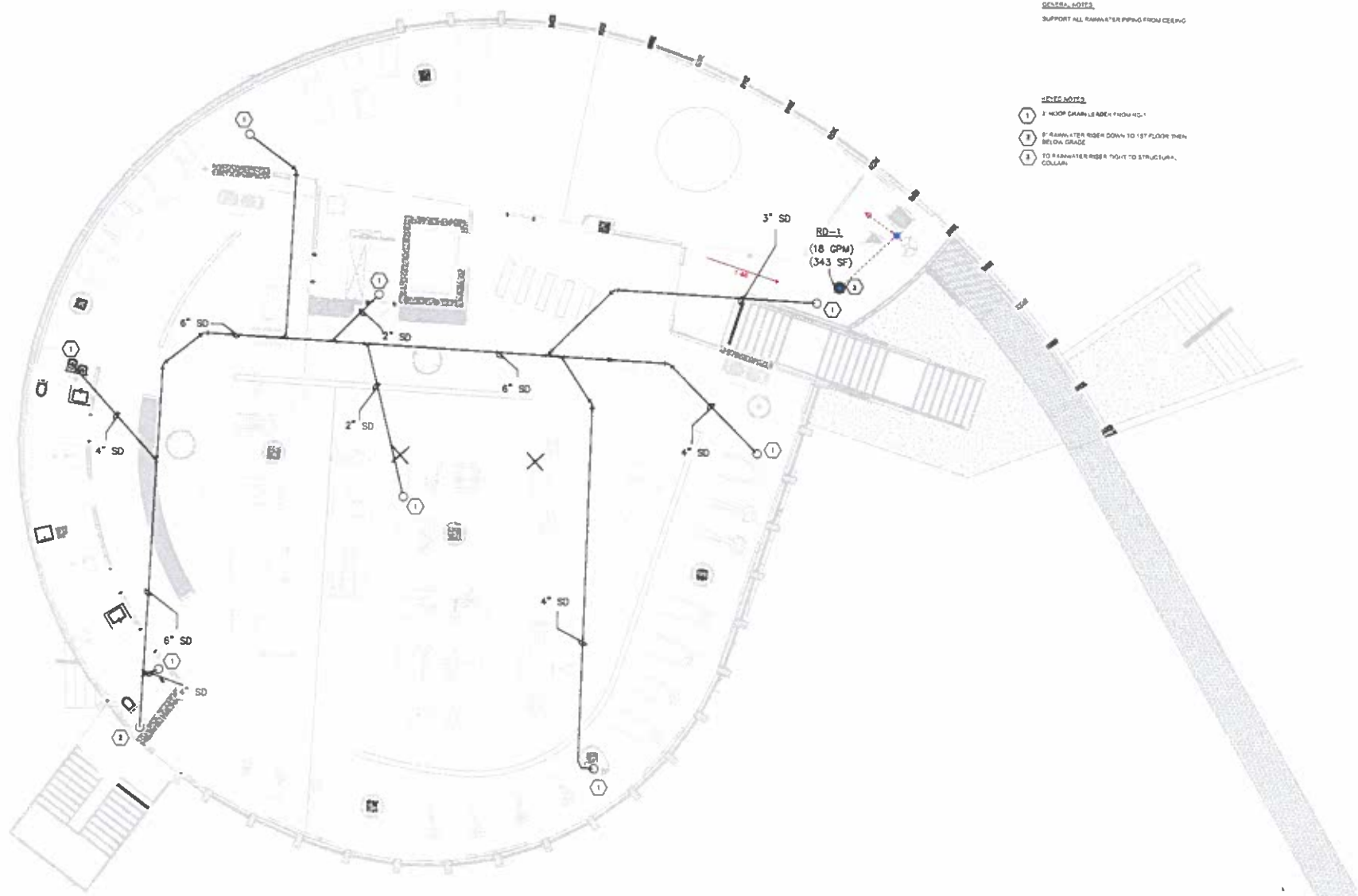
TOTAL	\$14,200.00
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Accepted By

Accepted Date

IF YOU ARE IN AGREEMENT WITH CONTRACT , PLEASE SIGN AND DATE ABOVE WITH YOUR APPROVAL.  
THANK YOU!





GENERAL NOTES  
SUPPORT ALL RAINWATER PIPING FROM CEILING

- KEY NOTES
- 1 HOOP GRADE LEAKY FLOOR HD-1
  - 2 RAINWATER RIDGE DOWN TO 1ST FLOOR THEN BELOW GRADE
  - 3 TO RAINWATER RIDGE RIGHT TO STRUCTURAL COLUMN

RD-1  
(18 GPM)  
(343 SF)

**2nd FLOOR PLAN - RAINWATER**  
SCALE: 3/8" = 1'-0"

This item has been digitally signed and sealed by Shihua Loharoff, Engineer, PE, on 03/03/2025. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.



100 E. ROSENTHAL AVE., SUITE 301  
WEST PALM BEACH, FL 33411  
561-859-4398

**WELLNESS  
CENTER**

Project Location:  
100 E. ROSENTHAL AVE., SUITE 301  
WEST PALM BEACH, FL 33411

Client:  
**TOWN OF  
GOLDEN BEACH**

Project No.: 2024-001



Rev	By	Date	Description
1	SL	03/03/2025	ISSUED FOR PERMIT
2	SL	03/03/2025	REVISED PER COMMENTS
3	SL	03/03/2025	REVISED PER COMMENTS
4	SL	03/03/2025	REVISED PER COMMENTS
5	SL	03/03/2025	REVISED PER COMMENTS
6	SL	03/03/2025	REVISED PER COMMENTS
7	SL	03/03/2025	REVISED PER COMMENTS
8	SL	03/03/2025	REVISED PER COMMENTS
9	SL	03/03/2025	REVISED PER COMMENTS
10	SL	03/03/2025	REVISED PER COMMENTS

Created by: SL  
Checked by: SL

Project No.: 2024-001



Scale: 3/8" = 1'-0"

**SECOND FLOOR  
RAINWATER  
PLAN**

**P-12**

Sheet No.: 2024-001-012



# **GOLDEN BEACH WELLNESS CENTER**

## **PCO #22 Rain Delays**

This PCO accounts for the total number of rain delays for week ending on Friday December 12, 2025.

### **Documented Rain Delay Dates:**

- Monday December 8<sup>th</sup>
- Tuesday December 9<sup>th</sup>



## POTENTIAL CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160	PCO #:	022 Rain Delays
		DATE:	12/12/2025
		DATE OF COMMENCEMENT:	TBD
CONTRACTOR:	John Bell Construction 4000 SW 60th Court Miami, FL 33155	CONTRACT DATE:	NTP #01 -
		CONTRACT FOR:	Golden Beach Wellness Center 1 Golden Beach Drive Golden Beach, FL 33160

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,272,660.94

The Costs Associated with this Change Order are:

1 Rain Delays - (2) Days	\$ -
Monday December 8th	
Tuesday December 9th	

Insurance (GL & Workers Comp)	1.0%	\$ -
Standard Overhead & Management Fee	14.0%	\$ -
Bond Cost	2.0%	\$ -
The Contract Sum will be increased by this Change Order in the amount of		\$ -

The Contract Time will be increased by

The date of Substantial Completion as of the date of this Change Order therefore is

2 days

TBD

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Eric Dempsey	John Bell Construcion, Inc
ARCHITECT	CONTRACTOR
700 S. Rosemary Ave, Suite 401, West Palm Beach, FL 33401	4000 SW 60th Court, Miami FL 33155
Address	ADDRESS
	Adrian Gonzalez
BY	BY
	<i>Agans</i>
SIGNATURE	SIGNATURE
	12/12/2025
DATE	DATE

Town of Golden Beach
CONTRACTED
100 Ocean Blvd, Golden Beach, FL 33160
ADDRESS
BY <i>[Signature]</i>
SIGNATURE
DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987