



TOWN OF GOLDEN BEACH

100 Ocean Boulevard
Golden Beach, FL 33160

MEMORANDUM

Date: January 21, 2025

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

5

Subject: Resolution No. 2991.25- Approving A Contract for Demolition
Services Related to the Existing Town Hall Building

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2991.25 as presented.

Background:

As we prepare for the new Wellness Center, the existing Town Hall needs to be demolished.

With the anticipated start date of that Project scheduled for the third quarter of 2025, it is necessary to commence the demolition of the Town Hall building now.

The Administration received proposals from multiple companies: the top two being Southeastern Engineering Contractors, Inc. and Thunder Demolition, Inc. Thunder Demolition came in as the lowest, responsive bidder.

With Council approval, the Administration wishes to engage Thunder Demolition, Inc. to provide the demolition services necessary to implement the proposed scope of work related to the existing Town Hall Building, as outlined in Exhibit A.

Fiscal Impact:

An amount not to exceed \$57,500.00 coming from the Capital Projects Fund as budgeted.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2991.25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A DEMOLITION CONTRACT WITH THUNDER DEMOLITION, INC. FOR DEMOLITION SERVICES RELATED TO THE EXISTING TOWN HALL BUILDING; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town wishes to engage a demolition company for demolition services related to the Town Hall Building (“the Project”); and

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

WHEREAS, the Town received two proposals for the Project, attached hereto as Exhibit “A”; and

WHEREAS, the Town Council desires to engage Thunder Demolition, Inc. (“the Contractor”) to perform construction services (“Services”) for the Project, as the lowest, responsive bidder; and

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

WHEREAS, the Mayor and Town Manager are authorized to execute a contract in an amount not to exceed \$57,500.00 for all services related to the Project); and

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

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

Section 2. Approval. The Town Council hereby approves the Agreement, subject to the final approval of the Town Attorney as to legal sufficiency.

Section 3. Contract and Implementation. The Town Manager and Town Mayor are hereby authorized to enter into a contract which incorporates the specifications of Exhibit A and take all steps necessary to implement this Resolution. The contract is subject to the approval of the Town Attorney as to sufficiency in both form and substance.

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

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

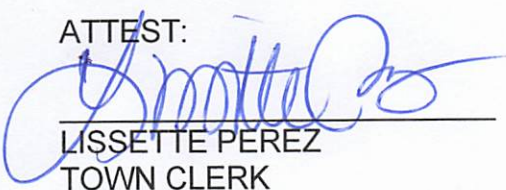
Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 21st day of January, 2025.



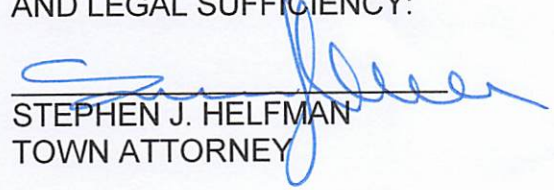
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



THUNDER DEMOLITION, INC.

7373 N.E. 3rd Ct., MIAMI FL 33138

TEL: 305.757.9444 FAX: 305.757.9441

Info@thunderdemolition.com

CONSTRUCTION TRADES QUALIFYING BOARD # 05BS00348

DEMOLITION CC# 02-10252-D-X

STATE OF FLORIDA LICENSE # CQC1526232

www.ThunderDemolition.com



PROPOSAL/CONTRACT 2024-0106 (Revised)

Date: January 14, 2025
Project: Golden Beach Town Hall Demolition
Location: 1 Golden Beach Drive, Golden Beach FL 33160

Thunder Demolition Inc. Proposes to provide necessary equipment, labor, and supervision to complete the demolition of the following scope of work:

INCLUSIONS:

All salvage rights (All Aluminum, Copper, Appliances, Generators, and Anything of Value).

- Disconnection of All Utilities
- Permit for Plumbing & Capping of Sewer Line
- Permit for Demolition
- DERM 10-Day Notice
- Install Gravel Drive, Silt Fence & Cover All City Drains
- Install ~380 LF of 6' Chain Link Fence with (2) 20' Gates (Openings)
- Provide An Asbestos Report
- Demolition of Existing City Hall / Police Station (Including All Slabs, Stairs, Walkways & Foundations)
- Area to Be Left Rough Grade
- Disposal of Debris
- Turn-Key

*** NOTE: THUNDER DEMOLITION INC. MUST HAVE ACCESS WITH 100-YD TRACTOR TRAILER & 3 AXLE LOWBOY TO SITE, ALL DEMOLITION TO BE DONE WITHIN PROPERTY LINE.

EXCLUSIONS: Asbestos Removal, Tree Removal, Removal of City Sidewalks or Curbs, Re-Sodding, Removal of Septic Tank or Drain Field, Backfilling.

*** PRICE IS BASED ON STATED INCLUSIONS ONLY REGARDLESS OF PROVIDED PLANS OR SPECS.

Total.....\$57,500.00

AGREED AND ACCEPTED BY:

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Company: Town of Golden Beach

Thunder Demolition Inc

Signed: _____

Signed: _____

Name: Edm Singer

Name: Ronny Herrera

Title: Mayor

Title: Estimator

Date: 1/22/25

Date: _____

GENERAL CONDITIONS AND CLARIFICATION

The following items are general conditions and clarifications meant to help identify the Owner and Contractor responsibilities during the performance of this project.

- 1) All items removed by Thunder Demolition, including the proceeds, if any, shall become property of Thunder Demolition, Inc. These items include, but are not limited to the following: aluminum, copper, electrical panels, A/C units, furniture, anything of value, etc. Any items needed to be salvaged by Owner or GC is to be removed prior to requesting a proposal for demolition or we must be informed of future plans of items to be removed. Thunder Demolition will not take responsibility for any damages that may occur to salvageable items once work has commenced.
- 2) Removal & disposal of tires, any rubber material, drums filled with liquids, hazardous material or any other pre-existing conditions that are not associated with the project building will NOT be Thunder Demolitions responsibility.
- 3) Thunder Demolition will not be held responsible for any open fines, violations, or fees from existing owner or present owner of said property.
- 4) If during Demolition any Foundations are found to be thicker than 4' or any slabs thicker than 6" (including driveways, decks, etc.) this will result in an additional charge and Change Order to the Total Amount of the Contract.
- 5) If bonds are required, GC will provide all applicable bonds at no cost to Thunder Demolition Inc.
- 6) Our proposal price is based upon our current standard insurance limits as follows:
General Liability - \$1M / occurrence, \$100K fire damage, \$1M personal / adv. injury, \$2M general aggregate, \$2M products; Workers Compensation - \$1M / accident, \$1M disease / employee, \$1M disease - policy limit, Automobile - \$ 1 M combined single limit bodily injury / property damage, \$ 1 M combined single limit non-owned auto, \$500K combined single limit hired auto, \$10K personal injury protection. **If additional insurance limits are required, there will be an additional cost added to the proposal price. Thunder Demolition, Inc.'s performance obligation is subject to and driven by the availability of insurance policies/limits required to satisfy the insurance aspects of this Proposal.**
- 7) Owner/GC agrees that Thunder Demolition, Inc.'s General Liability Insurance will only be primary as respects related claims for personal injury if Thunder Demolition, Inc. has sole approval over who is permitted in, on, or adjacent to boundaries specified during operations. Third party involvement performing services required or specified by the Owner/GC do so at their own risk and expense otherwise.
- 8) The Owner is responsible to provide all necessary utilities including electric, potable water, and sanitary drain; all utilities are understood to be located within approximately 100 feet of the work site location.
- 9) This agreement entitles Thunder Demolition, Inc to place a sign at the jobsite.
- 10) PROPOSAL VALID FOR 30 DAYS. PAYMENT BY SCHEDULE NO RETAINAGE. Thunder Demolition, Inc. does not accept "pay when paid" clauses, unless agreed to the contrary elsewhere in this Proposal. Payment will be NET 30 Days with no retainage, subject to 1.5% interest charged per month on overdue accounts plus any collection costs and reasonable attorney's fees. Thunder Demolition, Inc. reserves the right: to suspend operations until such time as payments and accounts are made current by the Owner/Contractor, including accrued interest; to assert a claim of lien against the property, but is not obligated to, due to delay or non-payment.
- 11) This agreement entitles Thunder Demolition, Inc to do an auction (if applicable)
- 12) Any alteration or deviation from the above specifications including extra cost will be executed only upon written order and will become an extra charge over and above this estimate.
- 13) Owner/GC will be held responsible for cost to repair or replace any damaged city sidewalks or curbs, damaged seawalls from pool removal, or due to any preexisting conditions, or damage caused by weight of trucks while performing demolition. Please keep in mind that various cities will refrain from approving final inspection if there is damage to the city sidewalks.
- 14) In the event that city officials require installation of sod for final inspection after demolition is completed, it will be the responsibility of owner/ General Contractors to comply with city's requirements.
- 15) Owner / GC will be responsible for shoring, bracing and engineering cost. Owner/GC must provide all Engineering and obtain any variances required from regulatory agencies for noise/vibration and dust, which are byproducts of usual operations which the Owner/GC has asked Thunder Demolition, Inc. to perform.
- 16) Not Responsible for water damages or any removal of bees, or pests. Including any associated damages due to removal. Fees and removal will be responsibility of owner.
- 17) Temporary Fencing may be required to be installed in order to pass final building inspection within some cities. If it is required by the city, but excluded on our contract, owner/GC will be held responsible in acquiring all cost to install the temporary fence.
- 18) If any sums due are collected by suit or demand of any attorney or collection agency then the undersigned agrees to pay all costs: notice to owners, letters, calls, liens, etc. at an annual interest rate of 18% or 1.5% per month including reasonable attorney fees. Owner/GC shall not assign any debts, rights or obligations under this Contract to any third party, business, LLC, or otherwise, without prior consent in writing by Thunder Demolition, Inc.
- 19) Federal law requires contractors to test for lead on all homes, schools and childcare facilities built before 1978. If positive for lead a change order will be issued for the removal of the lead. For more information about the health effects of exposure to lead and the regulations please visit epa.gov/lead
- 20) Any existing violations or fines from unsafe structure, code enforcement, or any other municipal department, or unpaid utilities must be paid and resolved by owner within ten (10) days of being notified so that it does not interfere with the final inspection of our permit. Any work that is not included in our scope of work which is done to comply with inspector's request to finalizing permit will be charged to owner/GC and such cost must be paid within ten (10) days of receiving invoice.
- 21) After Demolition has been completed if there is any waterproofing (Stucco, painting reroofing) required to adjacent structures Thunder demolition will not be responsible to do such work or any costs associated with water proofing. All of this required work to be done by the owner / agent of the company who has Contracted Thunder Demolition To conduct the demolition work. Owner / agent will be responsible to defend thunder Demolition INC and pay all legal fees associated to this claim.
- 22) Thunder Demolition, Inc. is not responsible for cost to paint over graffiti or the removal of Liquid Nails.
- 23) Thunder Demolition, Inc. may terminate the Work and any of its obligations hereunder for any reason, or no reason, at any time with no liability or further obligation to the parties hereto if in its sole discretion it determines it is impractical, poses an unreasonable danger, has been delayed or places an unreasonable burden on Thunder Demolition Inc., its principals or its resources, or exposes Thunder Demolition Inc. to possible damages to its reputation, or poses undue risk from a liability standpoint.
- 24) If Owner/GC fails to provide Thunder Demolition Inc. with Documents, Engineering, or MOT Plans required for Permits or closeout, a fee of \$1,500 will be imposed for Expediting and a Change Order will be issued for the cost to obtain said Documents/Plans/Engineering, plus 15% Overhead Fee.
- 25) If any Utilities are discovered after Demolition commences that require alterations in the original Proposal or additional work, this will be treated as an Unforeseen Condition and will be billed as an additional Change Order depending on the nature of the conditions discovered.
- 26) If Project is cancelled by Owner/GC for any reason, Thunder Demolition Inc. may impose or withhold a \$1,000 Fee on the Deposit including any costs incurred or for services rendered.
- 27) Thunder Demolition Inc. is not responsible if any trees die as a result of damaged roots in and around Utilities or Foundations that are removed during Demolition.
- 28) Inability by Owner/GC to closeout Permits not obtained by Thunder Demolition Inc. is not a valid reason for non-payment and will result in an additional \$500 per day imposed fee

In no event shall Thunder Demolition Inc. be liable for any loss, expense or claim relating to damage or injury to any person or property, which occurred prior to the contract start date or which results from an event that occurred, or a condition or state of fact existing prior to the start date of this contract (including but not limited to the presence of asbestos and lead based paints in the owners facility or the release thereof into the environment), if such event or condition is not caused or made substantially worse by Thunder Demolition Inc.

Owners and/or General Contractor will be responsible for any damage (such as cracks), or damage to seawalls from removal of swimming pools, or damage occurring to neighboring/adjacent properties due to machinery vibration, as well as defending Thunder Demolition Inc at all costs including Attorney's Fees or Seismograph monitoring. Thunder Demolition Inc. will not be responsible for work stoppages as a result of seismograph monitoring, and all associated costs of delay will be billed as a Change Order.

Once again, I would like to thank you for this opportunity to quote. Should you require any additional information or have any questions concerning any of the above-mentioned proposals, please feel free to contact the undersigned at any time.

I have read and agree to the above conditions:

Company Name: Town of Golden Beach

Signed: [Signature]

Name: Chris [Signature]

Title: Mayor

Date: _____



