Town of Surfside
Special Town Commission Meeting
AGENDA
Friday, March 13, 2026
12:00 PM
Commission Chambers

Rule 6.06 (a)3 Agenda. The good and welfare portion of the agenda is set for 8:15 p.m.

****The above Rule only applies to Regular Town Commission Meetings.***

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once this capacity has been reached, people will be asked to watch the meeting from the first floor.

1. **Opening**

1A. Call to Order

1B. Roll Call of Members

1C. Pledge of Allegiance

2. **Resolutions**

2A. ITB 2026-01 Dune Restoration Project Bid Award - Mario A. Diaz, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDING A CONTRACT FOR THE DUNE RESTORATION PROJECT TO DICKERSON INFRASTRUCTURE, INC. D/B/A DICKERSON FLORIDA, INC., PURSUANT TO ITB NO. 2026-01; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR THE DUNE RESTORATION PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CV Leatherman Brief One Pager 2026
CV Leatherman 2026
Resolution - Selecting & Awarding a Contract for the Dune Restoration Project
Exhibit A - Form of Sample Construction Contract
Dickerson Infrastructure, Inc. Submittal

2B. ITB 2026-02 Champlain Towers South Memorial Bid Award - Mario A. Diaz, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SHIFF CONSTRUCTION & DEVELOPMENT, INC PURSUANT TO ITB NO. 2026-02; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Exhibit A - Form of Sample Construction Contract
Resolution - Selecting & Awarding a Contract for the Champlain Towers South Memorial Project - Shiff

2C. Resolution Calling for a Special Election for Public Referendums - Mario A. Diaz, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON AUGUST 18, 2026, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE BALLOT QUESTIONS PURSUANT TO THE TOWN CHARTER AT ARTICLE II SECTION 11 – "POWERS OF COMMISSION", REQUIRING APPROVAL FROM AT LEAST 60 % OF THE VOTERS FOR ANY SINGLE

PROJECT AS PRESENTED IN A BALLOT QUESTION 1) APPROVING/DENYING THE CHAMPLAIN TOWERS SOUTH MEMORIAL PARK PROJECT AS AN ANTICIPATED COST BETWEEN $6,5000,000 AND $7,000,000 DOLLARS, AND 2) APPROVING/DENYING THE COLLINS AVENUE WATER MAIN PROJECT AT AN ANTICIPATED COST BETWEEN $7,000,000 AND $7,500,000 DOLLARS; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH REFERENDUM; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution - Calling for Special Election - CTS Memorial Park and Collins Water Main Projects

3. Mayor, Commission and Staff Communication

3A. Progress Report regarding LEED - Ordinance 2024-1788 - Mario A. Diaz, Acting Town Manager
Ordinance No. 2024-1788 Amending Article V design Standards to Create Section 90-50.1 Sustainability and Resiliency

3B. Homeless Outreach - Mario A. Diaz, Acting Town Manager

3C. Donation to the Homeless Trust - Vice Mayor Tina Paul
Resolution-No.-2024-3300-Approving-Donation-to-the-Miami-Ddade-County-Homeless-Trust

3D. Florida Statute Ch. 125.572: Regulation of Synthetic Turf - Mario A. Diaz, Acting Town Manager
572 FS. Law Implemented 125.572.pdf
FDEP - 62-308.100 Synthetic Turf Rule.pdf
Ordinance_Amending_90-87_15_Synthetic_Turf.docx

4. Adjournment

Respectfully submitted,

Mario Diaz,
Acting Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE

WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, 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.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF THE TOWN COMMISSION AND/OR TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

MEMORANDUM

ITEM NO. 2A.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Mario A. Diaz, Acting Town Manager

Date: March 13, 2026

Subject: **ITB 2026-01 Dune Restoration Project Bid Award**

Town Administration recommends approval of this resolution.

On December 9, 2025, the Town Commission rejected the bids received under ITB No. 2025-03 for the Dune Restoration Project and directed Town Administration to rebid the project.

Following the Commission's direction, the Town cancelled the prior solicitation and instructed the Town's design consultant, Kimley-Horn and Associates (KHA), to revise the project design and bid documents. As part of this effort, the plans were updated to incorporate modifications within a portion of the dune walking path area to ensure consistency with the Town's approved walking surface specifications and to address performance concerns within a segment of the project limits. These revisions were intended to enhance durability, accessibility, and overall project continuity.

On January 8, 2026, the Town issued Invitation to Bid (ITB) No. 2026-01 for the revised Dune Restoration Project. The project is intended to restore and improve the Town's coastal dune system, which serves as an important protective feature along the shoreline and supports long-term coastal stability and public access.

Sealed bids were due on February 17, 2026, at 2:00 PM (EST). On that date, the Town received three (3) bids:

- Dickerson Infrastructure, Inc. – $2,549,630.60
- Gonzalez and Sons Equipment, Inc. – $3,030,967.50

- SFM Landscape Services, LLC – $3,177,986.90

The ITB process was conducted in accordance with the Town's procurement requirements, and the bids were evaluated for responsiveness, responsibility, and cost. Following review by the Town's design consultant, KHA, it is recommended that Dickerson Infrastructure, Inc., d/b/a Dickerson Florida, Inc. be identified as the lowest responsive and responsible bidder and be recommended for award. Approval of this resolution will authorize the Town Manager to negotiate and execute a contract and allow the Town to proceed with implementation of the project.

CV Leatherman Brief One Pager 2026

CV Leatherman 2026

Resolution - Selecting & Awarding a Contract for the Dune Restoration Project

Exhibit A - Form of Sample Construction Contract

Dickerson Infrastructure, Inc. Submittal

DR. STEPHEN P. LEATHERMAN
Professor
Department of Earth & Environment
Florida International University
Miami, Florida 33199
305-238-5888
Leatherm@fiu.edu



Education

Ph.D., Environmental (Coastal) Sciences, University of Virginia, 1976

B.S., Geosciences, North Carolina State University, 1970

Publications

17 books and National Academy reports authored or edited including National Geographic Field Guide to the Water's Edge; Dr. Beach's Survival Guide: What You Need to Know About Sharks, Rip Currents, & More Before Going in the Water; America's Best Beaches; Sea Level Rise: History and Consequences; Cape Cod: From Glaciers to Beaches.

Over 200 journal articles and technical reports authored, including articles in both *Science* and *Nature*

Expert testimony for the U.S. Senate and U.S. House of Representatives (11 times).

On-screen host and co-producer, "Vanishing Lands" film, 1991, winner of three international film awards, including the Golden Eagle.

Professional Presentations

230 speeches at national and international scientific conferences including Antigua, Argentina, Australia, Bahamas, Brazil, British Virgin Islands, Canada, China, Costa Rica, Denmark, Egypt, England, France, Hong Kong, Iceland, Ireland, Italy, Japan, Mexico, Micronesia, Morocco, Netherlands, Norway, Puerto Rico, South Korea, Thailand, Venezuela & Wales.

Hundreds of public presentations including talks at Meadow Club, Southampton, NY; Chappaquiddick Beach Club, Martha's Vineyard, MA; Ocean Beach Erosion Workshop, San Francisco, CA; Shores and Beaches Workshop, Palm Beach, FL; American Bar Association National Conference, Honolulu, Hawaii.

Media Coverage

TV appearances include ABC Nightly News, ABC Good Morning America, CBS Evening News, CBS Early Show, NBC Nightly News, NBC Today Show, The Weather Channel, CNN News, Fox News, Oprah, American Journal and Travel Channel (over 350 appearances).

Quoted in *Time, Newsweek, National Geographic, Sports Illustrated, Discover, People, Conde Nast Traveler, National Geographic Traveler, Health, Congressional Quarterly, Economist, U.S. News & World Report, Business Week, Brides, Popular Science, National Geographic Traveler, Shape, Saturday Evening Post, Reader's Digest, Washingtonian, Islands International, Coastal Living,* and many other magazines.

Quoted in the *New York Times, Washington Post, Boston Globe, Houston Post, Miami Herald, San Francisco Chronicle, Newsday, Los Angeles Times, The Times-Picayune, Houston Chronicle, St. Petersburg Times, London Sunday Times, San Diego Union-Tribune, The Guardian (London), Tampa Tribune, and Christian Science Monitor,* and numerous other newspapers.

CURRICULUM VITAE

STEPHEN P. LEATHERMAN
Department of Earth & Environment
Florida International University
Miami, FL 33199
305-348-8364; 305-238-5888
leatherm@fiu.edu

EDUCATION

1972-1975 University of Virginia, Charlottesville, Virginia, Ph.D. in Environmental (Coastal) Science, Graduation on May 16, 1976.

1966-1970 North Carolina State University, Raleigh, North Carolina, B.S. in Geosciences, with Honors, May 30, 1970.

PROFESSIONAL EXPERIENCE

Professor, August 1997-Present
Department of Earth & Environment

Director, August 1997-2014
Laboratory for Coastal Research

We Will Rebuild Chair Professor, December 2001-2010

Director, August 1997-August 2009
International Hurricane Research Center

Florida International University
Miami, FL 33199

Director, September 19919-August 1997
Center for Global Change

Director, May 19985-August 1997
Laboratory for Coastal Research

Professor, August 1989 - August 1997

Associate Professor, August 1983 – 1991

Assistant Professor, August 1981 - August 1983
Department of Geography & Marine Science Program

University of Maryland
College Park, MD 20742

Director, August 1996-August 1981
National Park Service Research Unit
University of Massachusetts
Amherst, MA 01003

Assistant Professor, November 1975-August 1976
Instructor, August 1975-November 1975 until dissertation defense
Department of Geology
Boston University
Boston, MA 02215

MILITARY SERVICE

Served in the United States Army from 1970 to 1972, mostly at the Corps of Engineers Cold Regions Research and Engineering Laboratory (CRREL) in Hanover, New Hampshire.

PROFESSIONAL ACTIVITIES

Member, Board of Directors, *Journal of Coastal Research*, 2018-Present

Co-Chair, New Research in Coastal Environments Session, Geological Society of America Annual Meeting, Denver, Colorado, September 28, 2016.

Editorial Board, *Journal of Coastal Research*, 1995-present.

Co-Organizer and Keynote Speaker, 3rd International Rip Current Symposium, Busan, South Korea, June 22-24, 2014.

Member, Select Panel for Post Super Storm Sandy Recommendations for Coastal Erosion and Breach Closure at Fire Island, New York Governor's Office, New York City, June 3, 2013.

Co-Organizer and Keynote Speaker, 2nd International Rip Current Symposium, Sydney, Australia, October 30-November 1, 2012.

Chair, Heinz Center Committee, Evaluation of Coastal Hazards for the Federal Emergency Management Agency, Washington, DC, April 2010, https://www.fema.gov/pdf/library/erosion.pdf.

Organizer and Chair, Florida Hurricane Alliance Research Program Workshop, Florida International University, Miami, FL, March 18-20, 2010.

Organizer and Co-chair,1st International Rip Current Symposium, Florida International University, Miami, FL, February 17-19, 2010.

Member, Heinz Center Coastal Vision Committee, Washington, DC, 2007-2009.

Expert Testimony to House Committee on Science & Technology, Washington, DC, June 26, 2008.

Co-Chair, Science Committee on Climate Change, Miami-Dade County, 2007 2008.

Organizer and Chair, NSF-Sponsored Workshop on Full-Scale Wind Testing with WoW Hurricane Simulator, Florida International University, Miami, FL, March 8, 2007.

Presenter to Florida Governor and Cabinet, Climate Change, Sea Level Rise and Hurricanes, Tallahassee, FL, April 19, 2007.

Review Coordinator, $19.7 Million IPET Report on New Orleans Flood Disaster, National Academy of Engineering, 2006.

Organizer, Florida Hurricane Alliance of eight public universities, 2004-present.

Drafter of Legislation, National Windstorm Impact Reduction Act, signed into law by President Bush on October 25, 2004, funding authorized but never allocated by US Congress, 2003-2004.

Chair, Committee on Sustainable Oceans, Coasts and Waterways, Heinz Center, Washington, DC, 2004-2007.

Presentation with Robert F. Kennedy, Jr. to deny construction permits that led to the establishment of Clifton Heritage National Park, Nassau, Bahamas, 2000.

Convener, Roundtable on Development of Rainfall Index for Tropical Storms, International Hurricane Research Center, Miami, FL, May 10, 2000.

Member, Board of Directors, Marjory Stoneman Douglas Biscayne Nature Center, Key Biscayne, FL, 2000-2003.

Nominator for Fellowship, Pew Fellows Program in Marine Conservation, New England Aquarium, Boston, MA, 2000-2001.

Member, Roundtable on Natural Disasters, National Research Council, National Academy of Sciences, Washington, DC, 2000-2003.

Board Member, The Climate Institute, Washington, DC, 1987-Present. Chairman of the Board, 1987-1990; Co-Chairman with Sir Crispin Tickell, 1990-2001.

Member, Committee on Global Change Research, National Research Council, National Academy of Sciences, Washington, DC, 1999-2002.

Chair, National Panel to Evaluate Coastal Erosion Hazards for the Federal Emergency Management Agency as mandated by the U.S. Congress, H. John Heinz III Center, Washington, DC, 1997-2000.

Invited Participant, National Ocean Conference convened by President Bill Clinton, Monterey, California, June 11-12, 1998.

Member, Technical Advisory Committee, Insurance Friends of the National Hurricane Center, 1997 – 2002.

Leader, U.S. Congressional Staffers (Natural Hazards) Field Trip to the Chesapeake Beach, December 3, 1996.

Expert Testimony, U.S. Senate Committee on Environment and Public Works, November 20, 1996.

Editorial Board, Natural Hazards, 1995-2008.

Member, Advisory Board, Cove Point Environmental Trust, Maryland, 1995-1997.

Expert Testimony to President's Council on Sustainable Development, Washington, DC, April 19, 1994.

Expert Testimony to the U.S. Senate Committee on Banking and Insurance, Washington, DC, April 14, 1994.

Elected Secretary, Sigma Xi, University of Maryland Chapter, 1992; Vice President, 1993; President, 1994.

Expert Testimony to U.S. House of Representatives Committee on Banking, Finance, and Urban Affairs, Washington, DC, June 24, 1993.

Expert Testimony to U.S. Senate Committee on Housing and Urban Affairs, Washington, DC, July 27, 1992.

Consultant to the American Museum of Natural History for development of the exhibit on climate change impacts and invited participants at grand opening off the Global Warming Exhibits headlined by Charlton Heston, New York City, 1991.

On-screen host and co-producer, "Vanishing Lands" documentary film, 1991.

Member, Cities on the Water Committee to Save Venice, Roberto Frassetto, Chair, Venice, Italy, 1989-1991.

Field Team Member of Committee on Natural Disasters, National Academy of Sciences, National Research Council, Washington, DC, 1984-1991.

Expert Testimony, U.S. House of Representatives, Subcommittee on Policy Research and Insurance, Washington, DC, July 13, 1990.

Member, National Commission on Research and Resource Management Policy in the National Park System, National Parks and Conservation Association Report to the U.S. Congress, 1988-1989.

Editorial Board, *Shore & Beach*, 1989-2005.

Expert Testimony to U.S. Senate Committee on Insular Affairs, Washington, DC, October 1989.

Visiting Professor, Peking University, Beijing, China, May-June 1989.

On-screen coastal scientist, Living with Disasters, The Infinite Voyage, Season 2, Episode 4, PBS in association with the National Academy of Sciences, 1989.

Member, Water Science and Technology Board Committee on Coastal Erosion Zone Management, National Research Council, National Academy of Sciences, Washington, DC, 1988-1990.

Presenter, Climate Science Award to Roger Revelle, The Climate Institute, Washington, DC, December 1988.

Expert Testimony to U.S. Senate Committee on Commerce, Science and Transportation, U.S. Senate, Washington, DC, July 13, 1988.

Elected Member, Nominating Committee for Electorate E, American Association for the Advancement of Science, 1986-Present; Chairman, 1989-1990.

Expert Testimony to U.S. Senate Committee on Public Works and Environmental Affairs, U.S. Senate, Washington, DC, June 10, 1986.

Chairman, Coastal Geomorphology Specialty Group, Assateague Island Erosion Workshop, National Park Service, Berlin, MD, March 1986.

Editorial Board, CERF Bulletin, Ft. Lauderdale, Florida, 1985-1988.

Distinguished Lectureship Tour, Partners of Americas, Rio de Janeiro, Brazil and Mar del Plata, Argentina, November 1985.

Principal Lecturer, Short Course on Coastal Processes and Barrier Island Dynamics, Mar del Plata University, November 1-5, 1985.

Advisor, Glamorgan Heritage Coast Project, Wales, UK, 1985-1990.

Corresponding Member, International Geologic Correlation Program, UNESCO, 1985-1989.

Member, Marine Board Committee on Engineering Implications of Changes in Relative Sea Level, National Research Council, National Academy of Sciences and Engineering, Washington, DC, 1984-1987.

Invited Participant, National Assessment of Effects of Accelerated Carbon Dioxide Loading in the Atmosphere, U.S. Environmental Protection Agency, Washington, DC, 1983.

Authored Scientific Report for U.S. Department of the Interior to the White House Council of Environmental Quality (CEQ) that critiqued the U.S. Army Corps of Engineers plan to stabilize the South Shore of Long Island from Fire Island Inlet to Montauk Point, New York, 1981.

Member, Expert Panel for Selection of Criteria for Coastal Biospheres, UNESCO, University of Virginia, August 1980.

Scientific Expert for Presidential Task Force on Barrier Islands, U.S. Department of the Interior, Larry Rockefeller, Chair, Washington, D.C. 1979-1981 (Preparation of technical information for Coastal Barrier Resources Act of 1983).

Invited Participant, "Corps of Engineers' Nationwide Assessment of Barrier Island Dynamics and Development Practices," Coastal Engineering Research Center, Fort Belvoir, VA, November 1979.

Scientific Adviser, Earthwatch Scientific Expeditions, 1976-1979.

Elected Office, Society of Sedimentary Geologists
Vice-President, SEPM-Eastern Section (1978-1979)
President, SEPM-Eastern Section (1979-1980).

Chair, Select Committee to Evaluate City of San Francisco Proposal to Locate Wastewater Storage Facility Adjacent to Ocean Beach, Golden Gate National Recreational Area for Director, National Park Service, San Francisco, CA, November 1978.

Member, Select Panel to Inspect Erosional Conditions at Miami Beach for Proposed Beach Nourishment Project, Colonel Adams, Chief, U.S. Army Corps of Engineers, Jacksonville, FL, 1978.

MEMBERSHIP IN PROFESSIONAL SOCIETIES

American Association for Advancement of Science (Fellow)

Geological Society of America (Fellow)

Scientific Society of Sigma Xi

GRANTS AND CONTRACTS (Principal Investigator)

Coastal Processes Research, Andrew W. Mellon Foundation, 1994-2015, $1,800,000.

STORM Project, Thomas & Barbara Gale Foundation, 2012, $25,000.

1st International Rip Current Symposium, Florida Sea Grant, 2009-2010, $10,000.

Center of Excellence for Hurricane Damage Mitigation & Product Development, Florida Board of Governors, 2008-2012, $7.5 million (rated #1 proposal in statewide competition).

Florida Hurricane Alliance, NOAA National Weather Service, 2004-2010, $5.5 million.

Residential Construction Mitigation Program, Florida Division of Emergency Management, 2004-2009, $2.1 million.

Hurricane Storm Surge LIDAR Mapping, Modeling and Animation Project, Federal Emergency Management Agency, 2001-2004, $2.5 million.

Development of a Public Model for Hurricane Catastrophic Losses, Co-PI, Florida Department of Insurance, 2000-2004.

Hurricane Impact Initiative, Phase II, Insurance Friends of the National Hurricane Center, 2000-2002.

Florida Coastal Monitoring Program, Florida Department of Community Affairs (DCA) Emergency Management, 1999-2000.

Mapping Using Airborne Laser Altimetry, Florida Department of Community Affairs (DCA) Emergency Management, 1998-1999.

Florida International University Quality Improvement Program (QIP), 1998, Development of Airborne Laser Mapping Program (LIDAR).

Hurricane Impact Initiative, Insurance Friends of the National Hurricane Center, 1998-1999.

High Resolution Hurricane Vulnerability Data Set, Florida Department of Community Affairs (DCA) Emergency Management, Co-PI, 1998-1999.

Climate Change Workshop, NOAA-Office of Global Programs, 1998-1999.

Comprehensive Hurricane Forecast and Impact Analysis, Quality Improvement Program, Florida International University, 1997-2000.

Vanishing Lands Teachers Guidebook, Chesapeake Bay Trust, 1995-1996.

Chief Investigator/scientist for Coastal Sector Impacts of Climate Change on Island States, U.S. Country Studies Program, Washington, DC, 1994-1997.

Impact of Sea Level Rise on U.S. Coastal Areas: Economic and Land Use Implications, U.S. Environmental Protection Agency, 1994-1997.

Utilization of Computer Technology in Coastal Geomorphology, UMD Improvement in Teaching Award, 1994-1995.

Vanishing Lands: An Assessment of Coastal Land Loss on Human Settlements, National Geographic Society, 1992-1994.

Vanishing Lands Project, William Bingham Foundation, Marpat Foundation, National Fish and Wildlife Foundation, U.S. Fish and Wildlife Service, 1992-1995.

Implications of Sea-Level Rise for West Ocean City, MD, Maryland Department of Natural Resources, 1992-1993.

Development of Coastal Geographic Information System, Naval Facilities Engineering Facility, Washington, DC, 1991-1997.

Coastal Erosion Mapping and Analysis, Federal Emergency Management Agency, 1990-1997.

An Assessment of Sea Level Trends and Implications, W. Alton Jones Foundation, 1990-1994.

Impact of Sea Level Rise on Developing Countries, U.S. Environmental Protection Agency, 1989-1994.

Research Equipment for the Laboratory for Coastal Research, UMD Designated Research Funds, 1986-1988.

Sea Level Rise Curve for the Chesapeake Bay: Marsh Development and Bay-wide Implications, Maryland Sea Grant (with Mike Kearney), 1986-1987.

National Shoreline Movement Studies: Development of Microcomputer Shoreline Mapping, NOAA-National Ocean Service, 1985-1986.

Development of Laboratory Manual for Remote Sensing, UMD Improvement of Teaching Award, 1985.

Geomorphic Effects of Projected Sea Level Rise on Coastal Areas, U.S. Environmental Protection Agency, Washington, DC, 1984-1988.

Sediment Budget and Transport Patterns, Maryland Chesapeake Bay, University of Maryland Graduate School Summer Research Award, 1984.

Historical and Projected Shoreline Changes, Ocean City, Maryland, Water Resources Research Center, 1983-1984.

Effects of Projected Sea-Level Rise on Galveston Island, Texas, U.S. Environmental Protection Agency, Washington, DC, 1982-1983.

Remote Sensing Applications: East and Gulf Coast Barrier Islands, NASA, Washington, DC, 1981-1982.

Metric Mapping: Fire Island Inlet to Montauk Point, U.S. Army Corps of Engineers, New York District, 1980-1982.

Geomorphic Analysis of South Shore of Long Island, N.Y., Phases II-IV, U.S. Army Corps of Engineers, New York District, 1980-1985.

Development and Utilization of Metric Mapping Techniques, National Park Service, Boston, MA, 1980-1981.

Province Lands Dune Migration and Resource Management, National Park Service, Cape Cod National Seashore, Wellfleet, MA, 1979-1981.

Historical Shoreline Change Analysis of Outer Cape Cod for Archeological Interpretation and Field Exploration, National Park Service, Boston, MA, 1979-1981.

Geomorphic Analysis of South Shore of Long Island, N.Y., Phase I, U.S. Army Corps of Engineers, New York District, 1979-1980.

Effects of Off-Road Vehicles on Beaches and Dunes, Fire Island National Seashore, National Park Service, Boston, MA, 1977-1980.

Recreational Impacts on Assateague Island, Maryland-Virginia, National Park Service Denver Service Center, 1978-1979.

Beach Dynamics of Fire Island, N.Y., Earthwatch, Inc., Belmont, MA, 1978.

Overwash Processes and Foredune Ecology, U.S. Army Corps of Engineers, Coastal Engineering Research Center, Fort Belvoir, VA, 1977-1981.

Impact of Off-Road Vehicles on Nauset Spit, Cape Cod, National Park Service, Boston, MA, 1977-1979.

Coastal Environments of Province Lands, Cape Cod, Earthwatch, Inc, Belmont, MA, 1977.

Environmental Effects of Off-Road Vehicles on Coastal Ecosystems in Cape Cod National Seashore, National Park Service, Boston, MA, 1976-1979.

Coastal Environments: Past and Present, Nauset Spit, Cape Cod, Massachusetts, Earthwatch, Inc., Belmont, MA, 1976.

Hydraulics of an Overwash Event, Research Award, Boston University Graduate School, 1975.

PUBLICATIONS

Books and National Academy Reports

1. ALL ABOUT BEACHES, in preparation, 363 manuscript pages.

2. AQUATIC ACCIDENTS (with Stephen B. Leatherman and Arthur Mittelstaedt, Jr., editors), Peppertree Press, 2023, 139 pp.

3. THE 3RD INTERNATIONAL RIP CURRENT SYMPOSIUM (with Jung Lee and Jooyong Lee, editors), Journal of Coastal Research Special Issue 72, 2014, 195 p.

4. FIELD GUIDE TO THE WATER'S EDGE (with Jack Williams), National Geographic Society, Washington, DC, 2012, 335 p (subscriber's edition).

5. RIP CURRENTS: BEACH SAFETY, PHYSICAL OCEANOGRAPHY AND WAVE MODELING (with John Fletemeyer, editors), CRC Press International, 2011, 277 pp.

6. HURRICANES, World Life Library, London, England (with Jack Williams), 2008, 72p.

7. Dr. BEACH'S SURVIVAL GUIDE: WHAT YOU NEED TO KNOW ABOUT SHARKS, RIP CURRENTS, & MORE BEFORE GOING IN THE WATER, Yale University Press, New Haven, CT, 2003, 106 pp.

8. BEACH VACATION TRAVEL JOURNAL, 2002, AAA National Office, Heathrow, FL, 80 p.

9. SEA LEVEL RISE: HISTORY AND CONSEQUENCES, Academic Press, New York (with B. Douglas and M. Kearney, editors), 2001, 228 pp.

10. COASTAL EROSION MAPPING AND MANAGEMENT, Journal of Coastal Research, Special Issue No. 28 (with M. Crowell, editors), 1999, 196 pp.

11. AMERICA'S BEST BEACHES, Laboratory for Coastal Research, Florida International University, Miami, FL, 1998, 112 pp. (Distributed by University Press of Florida).

12. ISLAND STATES AT RISK: GLOBAL CLIMATE CHANGE, POPULATION AND DEVELOPMENT, Journal of Coastal Research, Special Issue No. 24, editor, 1997, 242 pp.

13. POTENTIAL IMPACTS OF ACCELERATED SEA-LEVEL RISE ON DEVELOPING COUNTRIES, Journal of Coastal Research, Special Issue No. 14 (with R. Nicholls, editors), 1995, 323 pp.

14. MANAGING COASTAL EROSION, National Academy Press, Washington, D.C. (with others), 1990, 182 pp.

15. CAPE COD: FROM GLACIERS TO BEACHES, Laboratory for Coastal Research, University of Maryland, College Park, MD, 1988, 132 pp.

16. RESPONDING TO CHANGES IN SEA LEVEL: ENGINEERING IMPLICATIONS, National Academy Press, Washington, D.C. (with others), 1987, 148 pp.

17. REMOTE SENSING LABORATORY MANUAL, Kendall-Hunt Publishing Co., Dubuque, Iowa, 1986 (with S. Goward), 116 pp.

18. BARRIER ISLANDS, Special Issue, Marine Geology, V. 63, (with G. Oertel, editors), Elsevier Publishing Co., Amsterdam, The Netherlands, 1985, 419 pp.

19. OVERWASH PROCESSES, Benchmark Papers in Geology, Hutchinson and Ross Publishing Co., Stroudsburg, PA, editor, 1981, 376 pp.

20. ENVIRONMENTAL GEOLOGIC GUIDE TO CAPE COD NATIONAL SEASHORE, Society of Economic Paleontologists and Mineralogists, Eastern Section, editor, 1979, 249 pp.

21. BARRIER ISLAND HANDBOOK, Laboratory for Coastal Research, University of Maryland, College Park, MD, editor, 1979, 101 pp., reprinted 1980; revised and reprinted 1982; revised and reprinted, 1988.

22. BARRIER ISLANDS: FROM GULF OF ST. LAWRENCE TO GULF OF MEXICO, Academic Press, New York, editor, 1979, 325 pp.

Refereed Journal Articles and Book Chapters

1.Meyers, J.J. and S.P. Leatherman, 2026, Beachfront Houses in Malibu: Ravaged by Coastal Erosion and Fires, Journal of Coastal Research, in review.

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126. Leatherman, S.P., 1977. The Effects of Off-Road Vehicles on the Geomorphology of Dunes in Cape Cod National Seashore, Proceedings of the First Conference on Scientific Research in the National Parks, New Orleans, LA, pp. 1119-1124.

127. Leatherman, S.P., 1977. Physiography of Fire Island National Seashore in Natural Resource Management Plans, National Park Service Report, Boston, MA, 45 pp.

128. Leatherman, S.P., 1976. Barrier Island Dynamics: Overwash Processes and Aeolian Transport. Proceedings of the 15th International Coastal Engineering Conference, Honolulu, Hawaii, pp. 1958-1974.

129. Leonard, J.E., Fisher, J.S., Leatherman, S.P. and Godfrey, P.J., 1976. Coastal Geology and Geomorphology of Cape Cod, in Cameron, B. (ed.), Geology of Southeastern New England, New England Inter-Collegiate Geological Conference Proceedings, Boston, MA, pp. 224-264.

130. Fisher, J.S., Leatherman, S.P. and Perry, F.C., 1974. Overwash Processes on Assateague Island, Proceedings of the 14th International Coastal Engineering Conference, Copenhagen, Denmark, pp. 1194-1212.

Professional Papers Presented

1. Keynote speaker, "Coastal Florida Challenges: From Beach Erosion to Python Invasion," TREE Foundation, Sarasota, Florida, November 3, 2025.

2. Keynote Speaker, “Making Florida Beaches Safer,” Leadership Florida Conference, Tampa, Florida, June 6, 2025.

3. “Rip Current Generation and Management Implications in South Florida,” International Coastal Symposium, Seville, Spain (online), May 4, 2021.

4. “Making Florida Beaches Safer and Cleaner,” Destinations Florida Annual Meeting, Tallahassee, Florida, October 7, 2020.

5. “Proposed Legislation for No Smoking Beaches in Florida,” Florida Tobacco Free Coalition, Ft. Lauderdale, Florida, September 17, 2020.

6. “Sea Level Rise and Coastal Impacts at Miami Beach, Florida,” The Climate Institute Forum, Washington, DC, June 19, 2020.

7. “Which Beaches Are Best and How Rated,” National Council of University Research Administrators Southeast Annual Meeting, Hollywood Beach, Florida, May 6, 2019.

8. “Remediation of Harmful Algal Blooms in Florida,” Red Tide Symposium, American Chemical Society National Meeting, Orlando, Florida, April 4, 2019.

9. “Scientific Criteria for Beach Ratings and Sand Quality Evaluations,” International Sand Collectors Society Conference, Jacksonville, Florida, September 22, 2018.

10. “Rip Current Science and Water Safety,” American Shore & Beach Preservation Association Annual Meeting, Ft. Lauderdale, Florida, October 26, 2017.

11. “Coastal Development and Hazard Management: Case Study of Miami Beach, Florida,” International Conference on Coastal Cities Management, Rabat, Morocco, October 24, 2016.

12. “Rip Currents: Types and Identification,” Geological Society of American Annual Meeting, Denver, Colorado, September 28, 2016.

13. “Rip Currents and Beach Safety,” Costa Rica Workshop on Rip Currents, Jaco Beach, Costa Rica, July 14, 2014.

14. “Science and Threat Communication,” 3rd International Rip Current Symposium, Haeundae Beach, South Korea, June 23, 2014.

15. “Hurricane Impacts,” MIT Global Change Forum, Biltmore Hotel, Coral Gables, Florida, January 30, 2014.

16. "Living with Coastal Hazards," SEAS Ocean Life Series, Key Largo, Florida, July 19, 2013.

17. "Beach Quality and Ratings," National Conference on Clean Beaches, Acapulco, Mexico, June 20, 2013.

18. "Our Changing Shorelines," The Southampton Association Public Policy Forum, Southampton, New York, May 4, 2013.

19. "United States Beach Quality and Ratings," VIII Encuentros Nacional Playas Limpias, Ensenada, Baja California, Mexico, October 5, 2012.

20. "Keynote Address on Rip Currents," 2nd International Rip Current Symposium, Sydney, Australia, October 30, 2012.

21. "Not All Rip Currents Are Alike," National Drowning Prevention Association Annual Symposium, Ft. Lauderdale, Florida, March 15, 2012.

22. "Implications of Sea Level Rise for Low-Lying Coastal Areas," Climate Change Conference, Veracruz, Mexico, September 21, 2011.

23. "Rip Currents: A Major Coastal Hazard and Public Safety Challenge," International Conference on Solutions to Coastal Disasters, American Society of Civil Engineers, Anchorage, Alaska, June 29, 2011.

24. "Rip Currents: Research and Outreach," Coastal Sediments 2011, Miami, Florida, May 5, 2011

25. "Oil Spills and Hurricanes," Environmental Summit, Florida Coastal School of Law and Jacksonville University, Jacksonville, Florida, November 4, 2010.

26. "Weather Safety, Water-Based Recreational Activity and Rip Currents," International Boating & Water Safety Summit, Daytona Beach, Florida, March 30, 2010.

27. "Beach Ratings and Rip Currents," Florida Sea Grant Sponsored Mini-Workshop on Beach Safety, Panama City Beach, Florida, February 22, 2010.

28. "Rip Currents: Terminology and Pro-Active Management," 1st International Rip Current Symposium, Miami, Florida, February 18, 2010.

29. "What Makes a Great Beach," Western Australia Coastal Conference, Perth, Australia, October 8, 2009.

30. "Beach Quality Evaluations and Ratings," Great Lakes Coastal Conference, Milwaukee, Wisconsin, September 30, 2009.

31. "Coastal Water and Beach Quality," US EPA National Beach Conference, Huntington Beach, California, April 21, 2009.

32. "Killer Currents and Public Policy," National Drowning Prevention Association, Miami Beach, Florida, February 24, 2009.

33. "Wall of Wind Full Scale Destructive Testing of Coastal Houses and Hurricane Damage Mitigation," Coastal Cities Summit, University of South Florida, St. Petersburg Beach, FL, November 18,2008.

34. "Changing Climate and Possible Impacts," Coastal Storms Workshop, Stony Brook University, Stony Brook, New York, November 14, 2008.

35. "Sea Level Rise and Coastal Demographics Keynote Address," Impacts of Climate Changes on the North Carolina Coast, University of North Carolina, Chapel Hill, NC, October 17,2008.

36. "The National Hurricane Research Initiative Act," U.S. Congressional Committee, Washington, DC, June 26, 2008.

37. "Solutions to Coastal Disasters Conference," American Society of Civil Engineers (ASCE) Coastal Hazards Conference, Honolulu, HI, April 14, 2008.

38. "2008 AIR Catastrophe Modeling Conference," AIR Worldwide Corporation, Coronado, San Diego, CA, April 6, 2008.

39. "Sea Level Rise Impacts," Climate Change: State of Sciences and Adapting to the Inevitable, New York Academy of Science, New York, NY, January 29, 2008.

40. "IHRC: The Coastal Agenda," Florida Coastal Ocean Observing System Consortium FIU, Miami, FL, November 27, 2007.

41. "The Hurricane Simulator," Annual Founders' Day Workshop, Old Dominion University, Norfolk, VA, November 10,2007

42. "Wall of Wind: Hurricane Research and Insurance," American Society of Civil Engineers (ASCE), 137 Annual Conference, Orlando, FL, November 1, 2007.

43. "New Technologies and Emerging Mitigation Solutions," Annual Meeting of the Federal Alliance for Safe Homes, Atlanta, GA, October 30, 2007.

44. "Hurricane Impact Forecasting and Mitigation," Seminar Series, Federal Emergency Management Agency, Washington, DC, October 24, 2007.

45. "Wall of Wind: Technical Session on Full-Scale Testing," Natural Hazards Workshop, Boulder, CO, July 9, 2007.

46. "Renaissance Re Wall of Wind Full-Scale Destructive Testing," Insurance Industry Executives, Florida International University, Miami, FL, June 27, 2007.

47. "Wall of Wind Initiative," Chinese Delegation of Emergency Management Executives, Florida International University, Miami, FL, May 28, 2007.

48. "Wall of Wind Testing Results and Findings," RCMP Governor Advisory Board/Florida Division of Emergency Management Meeting, Gainesville, FL, May 23, 2007.

49. "Wall of Wind: New Technology for Hurricane Damage Mitigation," Biltmore Hotel, Coral Gables, FL, May 19, 2007.

50. "Wall of Wind: The Hurricane Simulator," Stony Brook University, Southampton, NY, May 10, 2007.

51. "WoW: Wall of Wind Impact Test Facility," Bahamas Weather Conference, Nassau, Bahamas, April 19, 2007.

52. "Wall of Wind: Research Applications," Roofing Contractors Association of South Florida, Pembroke Pines, FL, March 21, 2007.

53. "Windstorm Mitigation Study Committee, Building a Stronger Tomorrow Mitigation Research, Wall of Wind Full-Scale Testing and New Technologies," State of Florida Windstorm Committee, Tallahassee, FL, February 15, 2007.

54. "Hurricane Research at the IHRC," Texas Tech University, Lubbock, TX, November 16, 2006.

55. "Increasing the Resilience of Our Coasts," Climate Institute Symposium, Washington, D.C., September 19, 2006.

56. "Wall of Wind Testing," RCMP Governor Advisory Board/ Florida Division of Emergency Management Meeting, Tallahassee, FL, July 30, 2006.

57. "New Technology for Building Better: The Wall of Wind," Kiwanis Club, Homestead, FL, May 10, 2006.

58. “Building a Stronger Tomorrow,” Greater Miami Society for Human Resource Management, Miami, FL, April18, 2006.

59. “Hurricane Impact Forecast,” Coudert Institute, Palm Beach, FL, March 31, 2006.

60. “Hurricane Katrina: Analysis of a Disaster,” Association of American Geographers Annual Meeting, Chicago, IL, March 10, 2006.

61. “Wall of Wind and Hurricane Damage Mitigation, “Business Continuity Planning Forum, Greater Miami Chamber of Commerce, Miami, FL, February 2, 2006.

62. “Florida’s Foursome Fearsome,” Natural Hazards Workshop, Boulder, CO, July 12, 2005.

63. “Hurricane Prediction, Impacts and Mitigation,” Emergency Management Conference on Natural Disasters, Hauppauge, NY, June 1, 2005.

64. “Research Projects at the International Hurricane Research Center,” Governor’s Hurricane Conference, Tampa, FL, May 13, 2005.

65. “Hurricanes and Economic Impacts,” Florida Council of 100 Top CEOs, Ponte Vedra Beach, FL, May 6, 2005.

66. “Lessons Learned from Hurricane Swarm of 2004,” Roundtable on Natural Disasters, National Academy of Sciences, Washington, DC, March 8, 2005.

67. “Beaches: Past, Present and Future,” 4th Annual Environmental Ethics Conference, Ft. Lauderdale, FL, February 11, 2005.

68. “Hurricane Isabel Storm Surge Modeling and Prediction,” Hurricane Isabel in Perspective Workshop, Linthicum Heights, MD, November 16, 2004.

69. “Landfalling Hurricanes and Grand Challenges,” Roundtable on Natural Hazards, National Academy of Sciences, Washington, DC, October 28, 2004.

70. “The Hurricane that Missed the Hamptons,” Rogers Memorial Library, Southampton, NY, July 7, 2004.

71. “Beach Erosion and Hurricane Storm Surges,” Bahamas Weather Conference, Grand Bahamas, April 2, 2004.

72. “Airborne LIDAR Applied to Coastal Geomorphology,” Annual Meeting of Association of American Geographers, Philadelphia, PA, March 18, 2004.

73. “Coastal Hazard Management,” Annual Meeting of Association of American Geographers, Philadelphia, PA, March 17, 2004.

74. “Airborne LIDAR and Hurricane Storm Surge Modeling,” International Remote Sensing Conference, Honolulu, HI, November 12, 2003.

75. “Healthy Beaches: Ratings and Certifications,” American Shore and Beach Preservation Association Annual Meeting, Wilmington, NC, September 26, 2003.

76. “Hurricane Storm Surge Modeling and Computer Animation, “Natural Hazards Workshop, Boulder, CO, July 10, 2003.

77. “Drivers of Coastal Erosion,” Coastal Sediments ’03 Conference, Clearwater, FL, May 23, 2003.

78. “Global Change and Sea Level Rise Impacts, “Washington College, Chestertown, MD, April 25, 2003.

79. “Hurricane Impact Mapping,” Annual Meeting of Association of American Geographers, New Orleans, LA, March 6, 2003.

80. “Beach Quality,” Columbus Dispatch Charities Show, Columbus, OH, February 15, 2003.

81. “Hurricane Impact Modeling and Mitigation,” Briefing for Florida Congressional Delegation, Washington, DC, January 15, 2003.

82. “Shoreline Monitoring and Modeling,” Puerto Rico Sea Grant Workshop, San Juan, Puerto Rico, November 6, 2002.

83. “Beach Processes and Geomorphology,” Biscayne Bay Center, Crandon Park, FL, November 1, 2002.

84. “Application of Airborne Laser Mapping to Hurricane Storm Surge Analysis,” Natural Hazards Workshop, Boulder, CO, July 15, 2002.

85. “Applications of Airborne Laser Technology to Hurricane Storm Surge Mapping and Coastal Evacuation,” Briefing for Governor and Emergency Management Director, Columbia, SC, July 1, 2002.

86. “A National Hurricane Hazards Reduction Act: U.S. Congressional Initiatives,” Hurricane Andrew 10-Year Anniversary Summit, Miami, FL, May 31, 2002.

87. “Hurricane Impact Modeling and Mitigation,” Briefing for Florida Congressional Delegation, Washington, DC, May 15, 2002.

88. “Shoreline Change Mapping and Management along the U.S. East Coast,” NOAA Shoreline Change Conference, Charleston, SC, May 7, 2002.

89. “Hurricane Impact Mapping,” Coastal Disasters Conference, San Diego, CA, February 25, 2002.

90. “Sea Level Rise and Coastal Disasters,” Natural Hazards Roundtable, National Academy of Sciences, Washington, DC, October 25, 2002.

91. “Rising Sea Level and Coastal Impacts,” Annual Meeting Soil and Water Conservation Society, Myrtle Beach, SC, August 6, 2002.

92. “Advances in Airborne Laser Mapping,” National Science Foundation Workshop on Remote Sensing Technological Advancements, University of Florida, Gainesville, FL, July 24, 2002.

93. “Airborne Laser Applications to Hurricane Storm Surge Mapping in South Florida,” Natural Hazards Workshop, Boulder, CO, July 15, 2002.

94. “National Hurricane Hazard Reduction Act,” Florida Congressional Briefing, Rayburn House Office Building, Washington, DC, June 13, 2001.

95. “Hurricane Hazards for Long Island, New York,” June 9, 2001, New York State Marine Education Association, Southampton, NY, June 9, 2001.

96. “Hurricane Mitigation Research,” The Weather Channel Forum on Hurricane Preparedness and Response, Washington, DC, June 6, 2001.

97. “Coastal Management and Restoration.” Marine Sciences Seminar Series, Chulalongkorn University, Bangkok, Thailand, April 30, 2001.

98. “Scientific Criteria for Rating Beaches,” International Oil Spill Conference, Tampa, FL, March 29, 2001.

99. “Coastal Erosion Hazards Report to the U.S. Congress,” American Association for the Advancement of Science, Annual Meeting, San Francisco, CA, February 16, 2001.

100. “Airborne Laser Technology Applied to Hurricane Storm Surge Mapping,” Florida Emergency Preparedness Association, Panama City Beach, FL, January 17, 2001.

101. “Research Initiatives at the International Hurricane Center,” Reinsurance Association of America, Annual Meeting, New York, NY, January 9, 2001.

102. “Beach Erosion Studies on Tropical Islands,” International Conference on Carbonate Shorelines, Key Largo, FL, December 7, 2000.

103. “Technological Advances in Coastal Research,” National Science Foundation, Washington, DC., 2000.

104. Coastal Processes Forum, Rice University, Houston, TX, November 2, 2000.

105. “Future of America’s Coasts,” October 12, 2000, VIP Dinner Presentation at Joanne Woodward and Paul Newman’s Home, New York City, NY.

106. “Coastal Erosion Hazards: Report to the U.S. Congress,” National Beach Preservation Conference, Maui, HI, August 8, 2000.

107. “LIDAR Applications to Hurricane Research and Mitigation,” American Meteorological Society, National Hurricane Center, Miami, FL, July 20, 2000.

108. “Evaluation of Erosion Hazards: Report to the U.S. Congress,” Natural Hazards Workshop, Boulder, CO, July 11, 2000.

109. “Multi-disciplinary Research at the International Hurricane Center,” Natural Hazards Workshop, Boulder, CO, July 10, 2000.

110. “Application of Airborne Laser Technology to Hurricane Storm Surge Mapping,” South Florida Hurricane Conference, Ft. Lauderdale, FL, May 24, 2000.

111. “Proposed Rainfall Index for Tropical Storms,” Roundtable on Rainfall Index, Florida International University, Miami, Florida, May 10, 2000.

112. “Hurricanes and Beach Erosion: A Historical Perspective,” Bridgehampton National Bank Roundtable, Bridgehampton, NY, May 8, 2000.

113. “National Hurricane Hazard Reduction Act,” U.S. Hurricane Researchers Workshop, Florida International University, Miami, FL, February 25, 2000.

114. “Hurricane Storm Surge Mapping Using Advanced Technology, Huricane Researchers Workshop, Florida International University, Miami, FL, November 30, 1999.

115. “Sea Level Rise and Society,” NASA Goddard Space Flight Center, Greenbelt, MD, June 10, 1999.

116. “Impact of Sea Level Rise on South Florida,” EPA Workshop on Climate Change: What Does It Mean for South Florida? Miami, FL, May 26, 1999.

117. “The International Hurricane Center: Initiatives and Future Directions,” U.S. Geological Survey, St. Petersburg, FL, May 24, 1999.

118. “Hurricane Impact Research Initiatives,” NOAA Hurricane Research Division, Virginia Key, FL, January 29, 1999.

119. “Coastal Response Module Development for U.S. East and Gulf Coasts,” Climate Change Workshop, The Climate Institute, Miami, FL, December 2, 1998.

120. “South Atlantic and Caribbean Island Impacts,” U.S. National Assessment of Global Warming Workshop, Albuquerque, NM, October 30, 1998.

121. “Sea Level Rise and Coastal Response,” Global Warming and Extreme Events Workshop, NOAA Office of Global Programs, Miami, FL, July 1998.

122. “Coastal Hazards along U.S. East Coast,” National Oceans Conference, Monterrey, CA, June 12, 1998.

123. “The International Hurricane Center,” International Coastal Symposium, Palm Beach, FL, May 21, 1998.

124. “The High-Water Line as a Shoreline Indicator for Coastal Mapping,” International Coastal Symposium, Palm Beach, FL, May 20, 1998.

125. “Sea Level Rise and Coastal Impacts for U.S. Northeast Coast,” The Climate Institute Forum, Yale University, New Haven, CT, April 3, 1998.

126. “Coastal Hazard Research,” NOAA Director’s Science Seminar Series, Silver Spring, MD, July 11, 1997.

127. “Coastal Hazard Analysis Using Airborne Laser Technology, “NASA-Goddard Space Flight Center, Greenbelt, MD, June 13, 1997.

128. “Sea Level Rise and Coastal Vulnerability, “American Geophysical Union Annual Meeting, Baltimore, MD, May 27, 1997.

129. "GPS Applications to Coastal Science and Engineering" GPS/GIS '97 Conference, Annapolis, MD, May 15, 1997.

130. “Coastal Erosion Hazard Mapping of Delaware’s Atlantic Coast, “National Coastal Program Managers Annual Meeting, Pentagon City, VA, April 16, 1997.

131. “America’s Best Beaches,” International Oil Spill Conference, Ft. Lauderdale, FL, April 10, 1997.

132. "The State of our Coasts," California and World Coastal Conference, San Diego, CA, March 25, 1997.

133. "Vulnerability of Small Island Nations to Sea Level Rise and Hurricane Impact," UNEP Workshop, Antigua, January 6, 1997.

134. "The Loss of Land and Natural Shores as Sea Level Rises, Chesapeake Bay at the Crossroads Workshop, Washington College, Chestertown, MD, October 18, 1996.

135. "How are Coastal Areas of the U.S. and the World Vulnerable to Climate Change and Sea Level Rise? " Washington Summit on Protection of the World's Climate, The Climate Institute, Washington, DC, September 4, 1996.

136. "Coastal Research Frontiers in Science and Engineering," President's Circle, National Academy of Sciences and National Academy of Engineering, Woods Hole, MA, June 15-16, 1996.

137. "Coastal Hazards: National Policy Issues," NOAA National Coastal Program Managers Annual Meeting, Washington, DC, March 20, 1996.

138. "Coastal Processes Research Along the U.S. East Coast," Annual Meeting of the Association of American Geographers, Charlotte, NC, April 11, 1996.

139. "Sea Level Rise and Small Island Nations," Annual Meeting of the American Association for the Advancement of Science, Baltimore, MD, February 13, 1996.

140. "Impact of Climate Change on Small Island States," International Conference on Developing Countries, Manila, Philippines, January 18, 1996.

141. "Erosion Rate Analysis Applied to the National Flood Insurance Program: A Case Study of Delaware's Atlantic Coast," FEMA National Mitigation Conference, Arlington, VA, December 5, 1995.

142. "Beach Safety: Waves and Currents," Annual Meeting of Mid-Atlantic United States Lifesaving Association, Alexandria, VA, May 5, 1995.

143. "Vulnerability of Coastal Populations to Sea-Level Rise in Developing Countries," Conference on Environmental Refugees, Green College, Oxford University, Oxford, England, February 28, 1995.

144. "Approaches to Coastal Vulnerability Analysis and Integrated Coastal Zone Management," East-West Center, University of Hawaii, Honolulu, HI, February 1, 1995.

145. "Coastal Vulnerability Analysis for Small Island States," U.S. Country Studies Program Workshop, Kosrae Island, Micronesia, January 5, 1995.

146. "Effects of Sea-Level Rise and Antecedent Topography on Vertical and Lateral Migration of Coastal Wetlands," Second Coastal Wetland Ecology and Management Symposium, Key Largo, FL, December 6, 1994.

147. "Impact of Sea Level Rise on Coastal Areas," Annual Meeting of Southeast Division of the Association of American Geographers, Virginia Beach, VA, November 20, 1994.

148. "Global Implications of Sea-Level Rise and Coastal Impacts," Annual Banquet of Association of Meteorologists, College Park, MD, November 18, 1994.

149. "Beach Quality: An Assessment of America's Beaches," Annual Meeting of the American Shore & Beach Preservation Association, Virginia Beach, VA, October 6, 1994.

150. "Integrated Impacts of Global Change in the Coastal Zone," Global Change Institute, University Corporation for Atmospheric Research, Snowmass, CO, July 22, 1994.

151. "Approaches to Coastal Vulnerability Analysis," U.S. Country Studies Program Workshop, San Jose, Costa Rica, May 20, 1994.

152. "The Coastal Collision Course -- Rising Sea Levels and Growing Coastal Populations," Annual Banquet, Sigma Xi University of Maryland Chapter, College Park, MD, April 28, 1994.

153. "Beach Protection and Development: Challenges for the United States into the 21st Century," Florida Sea Grant Seminar Series, University of West Florida, Pensacola, FL, March 11, 1994.

154. "Modes of Shoreline Behavior: Erosion Rate Analysis Using Geomorphic Principles," International Coastal Symposium, Hilton Head Island, SC, June 8, 1993.

155. "Implications of Sea-Level Rise: An International Assessment of Developing Countries," International Geographical Congress, Washington, DC, August 12, 1992.

156. "Coastal Geomorphology: Scientific Progress and Research Directions," National Academy of Sciences, Woods Hole, MA, June 26, 1992.

157. "Impact of Sea Level Rise on South America," Margarita Island, Venezuela, March 11, 1992.

158. "Impact of Sea Level Rise on Island Nations," Ambassador Seminar on Sea Level Rise and Developing Countries, The United Nations, New York, NY, February 14, 1992.

159. "Sea Level Rise and Coastal Impacts: A National Perspective," Presidential Candidates Forum on Global Warming," Tallahassee, FL, February 2, 1992.

160. "Coastal Land Loss in the Chesapeake Bay Region: An Historical Analog Approach to Global Climate Change Analysis and Response," Woodlands Conference on Climate Change Projected Impacts, Houston Advanced Research Center, Houston, Texas, October 1991.

161. "Difficulties in Measuring and Predicting Sea Level Rise," International Conference on Oceans, Climate, and Man, Turin, Italy, May 1991.

162. "Sea Level and Society," International Conference on Climatic Impacts on the Environment and Society, Tsukuba, Japan, February 1991.

163. "Impacts of Hurricane Hugo on the South Carolina Coast," International Symposium on Coastal Geomorphology and Engineering, Skagen, Denmark, September 1990.

164. "Managing Coastal Erosion: Implications for the Maryland Coast," Maryland Coastal Resources Advisory Committee, St. Michaels, MD, August 1990.

165. "Sea Level Rise and Temperate Coastal Landforms," Conference on Geomorphology and Global Warming, Royal Geographical Society, London, England, May 1990.

166. "The Greenhouse Effect: Fact and Fiction," Splint Club Seminar Series, University of Maryland Medical School, Baltimore, MD, April 1990.

167. "Global Warming, Sea Level Rise, and Coastal Impacts," Worldwide Port and Terminal Operations Conference, Amsterdam, The Netherlands, April 1990.

168. "The Geomorphic Effects of Hurricane Hugo Impact along the South Carolina Coast," National Science Foundation Special Symposium on Hurricane Hugo, Mayaguez, Puerto Rico, March 1990.

169. "Impacts of Sea Level Rise on Barrier Beaches, American Association for the Advancement of Science Annual Meeting, New Orleans, LA, January 1990.

170. "Implications of Climate Change," South Carolina Sea Grant Program Annual Meeting, Columbia, SC, January 1990.

171. "Global Warming and Sea Level Rise," World Conference on Preparing for Climate Change, Cairo, Egypt, December 1989.

172. "Impacts of Sea-Level Rise on U.S. Coastal Cities," International Conference of Cities on the Water, Venice, Italy, December 1989.

173. "Sea Level Rise and Environmental Refugees," Our Changing Atmosphere: Sources of Stress and Challenges to Cooperation, American Academy of Arts and Sciences, Cambridge, MA, November 1989.

174. "Global Climate Change and Societal Response: The Coastal Challenge," Sundance Symposium on Greenhouse-Glasnost, Sundance, Utah, organized by Robert Redford, August 1989.

175. "Coastal Implications of Global Warming," American Bar Association Annual Meeting, Honolulu, Hawaii, August 1989.

176. "The Changing Shore," A Vineyard Symposium on Our Coast in Danger, The Nathan Mayhew Seminars, Martha's Vineyard, MA, July 1989.

177. "National Assessment of Beach Nourishment Requirements with Accelerated Sea Level Rise," Coastal Zone 89, ASCE, Charleston, SC, July 1989.

178. "Implications of Climate-Induced Sea Level on the United States Coastline," National Governor's Association Conference, New York, NY, February 1989.

179. "The Impact of Sea Level Rise," International Conference on Atmosphere, Climate and Man, Turin, Italy, January 1989.

180. "Consequences of Global Warming: The Sea Level Rise Impact," U.S. Congressional Staff Seminar on Climate Change, World Resources Institute, Washington, DC, January 1989.

181. "Limitations of Fortifications and Beach Nourishment Strategy," Second North American Conference on Preparing for Climatic Change: A Cooperative Approach, Washington, DC, December 1988.

182. "Likely Sea Level Rise," Keynote Address, Second North American Conference on Preparing for Climate Change: A Cooperative Approach, Washington, DC, December 1988.

183. "Impacts of Accelerated Sea-Level Rise on Beaches and Coastal Wetlands," Global Climate Change Linkages: Acid Rain, Air Quality and Stratospheric Ozone, Washington, DC, November 1988.

184. "Global Climate Change and Rising Sea Levels," International Symposium on the Greenhouse Effect, The United Nations, NY, June 1988.

185. “Sciences and Research in the National Seashores," Protecting and Planning for Parks of the Future, Annual Conference of the National Parks and Conservation Association, Washington, DC, March 1988.

186. "Implications of Sea-Level Rise on Third World Coastal Projects," Climate Institute Symposium, Washington, DC, March 1988.

187. "Greenhouse Effect and Its Implications for Coastal Regions," The Population Institute Annual Meeting, Washington, DC, February 1988.

188. "Global Rise in Sea Level," Marine Technology Society Meeting, Washington, DC, January 1988.

189. "Responding to Changing Water Levels," Coastal Managers Meeting, National Office of Coastal Zone Management, Nags Head, NC, September 1987.

190. "Environmental Impacts of Accelerated Sea-Level Rise on Developing Countries," United Nations Environmental Program, Norwich, England, September 1987.

191. "Shore Responses to Sea Level Rise," International Geological Correlation Programme and NATO Advanced Study Institute, Halifax, Canada, July 1987.

192. "Shoreline and Sediment Budget Analysis of Ocean City Inlet Area, Maryland," Coastal Sediments 87, ASCE, New Orleans, LA, May 1987.

193. "Time Frames for Barrier Island Migration," O'Brien Special Symposium, American Shore & Beach Preservation Association, University of California, Berkeley, CA, March 1987.

194. "Geomorphic Effects of Sea Level Rise on the South Shore Barriers of Long Island, New York," Sea Level Rise Symposium, Hofstra University, Hempstead, NY, March 1987.

195. "Barrier Evolution in Response to Sea Level Rise," Geological Society of America Southeastern Section Annual Meeting, Norfolk, VA, March 1987.

196. “Remote Sensing of Coastal Environments,” Goddard Scientific Colloquium, NASA-Goddard Space Flight Center, Greenbelt, MD, October 24, 1986.

197. "Coastal Geomorphic Impacts of Sea Level Rise on Coasts of South America," United Nations Environmental Program Conference, Washington, DC, June 1986.

198. "Response of Sandy Shores to Sea-Level Rise," American Association for the Advancement of Science, Annual Meeting, Philadelphia, PA, May 1986.

199. "Accelerated Sea-Level Rise and Coastal Response: Causes and Projections," International Geological Correlation Program Conference, Cork, Ireland, March 1986.

200. "Predicting Shore Erosion: Implications for Ocean City, Maryland," International Geological Correlation Program Conference, Cork, Ireland, March 1986.

201. "Barrier Island Dynamics," National University of Mar de Plata, Mar de Plata, Argentina, November 1985.

202. “Storm-Generated Coastal Processes,” International Seminar Series, Federal University of Rio de Janeiro, Brazil, November 1985.

203. "Barrier Island Processes and Management,” Minerals Management Service Technology Transfer Meeting, New Orleans, LA, October 1985.

204. "Shoreline Response to Sea-Level Rise: Ocean City, Maryland," Symposium on Coasts and Rivers, Reykjavik, Iceland, September 1985.

205. "Shoreline Evolution, Ocean City Inlet Area, Maryland," Coastal Zone 85, ASCE, Baltimore, MD, August 1985.

206. "Approaches to Coastal Hazard Analysis," Cities on the Beach Workshop, Virginia Beach, VA, January 1985.

207. "Role of Overwash Processes in Barrier Island Migration," Barrier Island Workshop, U.S. Army Corps of Engineers National Assessment, Nags Head, NC, November 1984.

208. "Effects of Ocean City Inlet Jetties on the Adjacent Shorelines," International Geographical Congress, Paris, France, August 1984.

209. "Geomorphic and Stratigraphic Analysis of South Shore Barriers of Long Island, N.Y.," Association of American Geographers Annual Meeting, Washington, DC, April 1984.

210. "Shoreline Change and Coastal Environments Mapping: A Comparison of Techniques," American Society of Photogrammetry, Annual Meeting, Washington, DC, March 1984.

211. "Geomorphic Effects of Projected Sea Level Rise: A Case Study of Galveston, Texas," The Climate Institute Symposium, Washington, DC, September 1983.

212. "Barrier Island Evolution in Response to Sea Level Rise," Association of American Geographers Annual Meeting, Denver, CO, March 1983.

213. "New, Automated Technique of Historical Shoreline Mapping," Geological Society of America, Annual Meeting, New Orleans, LA, October 1982.

214. "Geomorphic and Sedimentary Analysis of Fire Island, New York," Geological Society of America, Northeast-Southeast Meeting, Washington, DC, March 1982.

215. "Overwash Processes and Barrier Dynamics: Nauset Spit, Cape Cod, Massachusetts," Geological Society of America, Northeast Section Meeting, Philadelphia, PA, March 1980.

216. "Effects of Storm Processes and Off-Road Vehicles on Barrier Dunes, Nauset Spit, Massachusetts," International Geographic Union, Newport, RI, November 1979.

217. "Recreational Impacts on Foredunes: Assateague Island National Seashore," NPS 2nd Scientific Conference, San Francisco, CA, November 1979.

218. "Effects of Eroding Dunes on Swash Processes During Storm Conditions," Geological Society of America, Northeast Section Meeting, Hershey, PA, March 1979.

219. "Barrier Dune Systems for Coastal Defenses," Coastal Engineering Geology, Annual Meeting, Southampton, England, September 1978.

220. "Geologic Field Techniques Applied to Coastal Ecology Research," Ecological Society of America, AIBS Annual Meeting, Athens, GA, August 1978.

221. "Sediment Grading in Overwash Deposits," AAPG-SEPM Annual Convention, Oklahoma City, OK, April 1978.

222. “Management Strategies for National Seashores," Coastal Zone 78 Symposium, ASCE, San Francisco, CA, March 1978.

223. “Geomorphic Effects of Off-Road Vehicles on Beaches and Dunes," Geological Society of America, Northeast Section Meeting, Boston, MA, March 1978.

224. "Overwash Hydraulics and Sediment Transport," Coastal Sediments 77 Symposium, ASCE, Charleston, SC, November 1977.

225. "Interpretation of Overwash Sedimentary Sequences," Geological Society of America, Northeast Section Meeting, Binghamton, NY, March 1977.

226. "Assateague Island: A Case Study of Barrier Island Dynamics," First Conference on Scientific Research in the National Parks, New Orleans, LA, November 1976.

227. "Effects of Off-Road Vehicles on the Geomorphology of Dunes in Cape Cod National Seashore," First Conference on Scientific Research in the National Parks, New Orleans, LA, November 1976.

228. "Barrier Island Dynamics: Overwash Processes and Aeolian Transport," 15th International Coastal Engineering Conference, Honolulu, HI, July 1976.

229. "Barrier Island Migration: An Assessment of the Overwash Process," Geological Society of America, Northeast-Southeast Meeting, Arlington, VA, March 1976.

230. "Overwash Sedimentation on Assateague Island," Virginia Academy of Science, Harrisonburg, VA, May 1975.

Symposia, Workshops and Field Trips

Co-Organizer, 3rd International Rip Current Symposium, Busan, South Korea, June 22-24, 2014.

Co-Organizer, 2nd International Rip Current Symposium, Sydney, Australia, October 30-31, 2012.

Chair, 1st International Rip Current Symposium, Sponsored by Florida Sea Grant Program, Florida International University, Miami, FL, February 17-19, 2010.

Organizer and Presider, Florida Hurricane Alliance Research Program Annual Workshop, Miami, FL, 2005-2010.

Co-Chair, Florida Coastal Ocean Observing System Consortium, Florida International University, Miami, FL, November 27, 2007.

Presider, Beach Management Conference, Miami, FL, March 2-3, 2005.

Organizing Committee, Hurricane Andrew 10-Year Anniversary Summit, Miami, FL, May 30-31, 2002.

Presider, Shoreline Change Conference: National Meeting of Scientific Experts, NOAA-Coastal Services Center, Charleston, SC, May 7-9, 2002.

Co-Organizer, and Presider, Sea Level Rise and Coastal Disasters, Natural Hazards Roundtable, National Academy of Sciences, Washington, DC, October 25, 2002.

Co-Organizer, Carbonate Beaches Workshop, Key Largo, FL, December 2000.

Chairman, Roundtable on Tropical Storm Rainfall Index, Florida International University, Miami, FL, May 10, 2000.

Chairman, Hurricane Research Initiatives, Annual Meeting of the Insurance Friends of the National Hurricane Center, Miami, FL, May 6, 2000.

Chairman, Climate Change: What Does It Mean for South Florida? U.S. Environmental Protection Agency Workshop, Miami, FL, May 26, 1999.

Chairman, Hurricane Studies Initiative for Insurance Friends Workshop, National Hurricane Center, Miami, FL, March 5, 1999.

Chairman, Workshop on Climate Change and Extreme Events, FIU International Hurricane Center, Miami, FL, July 21-23, 1998.

Chairman, Hurricane Impact Initiatives for Insurance Friends Workshop, National Hurricane Center, Miami, FL, March 1, 1998.

Co-Chair, Mapping and Managing Coastal Erosion Hazards Workshop, NOAA National Coastal Managers Annual Meeting, Pentagon City, VA, April 15-16, 1997.

Chairman, Chesapeake Bay at the Crossroads Workshop, U.S. Environmental Protection Agency, Chestertown, MD, October 18-19, 1996.

Chairman, FEMA Coastal Erosion Hazard Mapping Workshop, College Park, MD, June 14, 1996.

Organizer and Session Chair, Mid-Atlantic Coastal Marshes, Second Coastal Wetland Ecology and Management Symposium, Key Largo, FL, December 6, 1994.

Chairman, Technical Session on Coastal Mapping and Analysis, Coastal Sediments 91 Conference, ASCE, Seattle, WA, June 1991.

Field Trip Leader, International Geological Congress, Washington, DC, August 1989.

Organizer and Convener, 14th Annual Assateague Shore and Shelf Workshop, Assateague Island, MD, April 1987.

Field Trip Leader, Geological Society of America Southeastern Section Annual Meeting, Virginia Barrier Islands, March 1987.

Chairman, Coastal Geomorphology/Engineering Specialty Group, Assateague Island Erosion Workshop, National Park Service, Berlin, MD, March 1986.

Field Trip Leader, Association of American Geographers Annual Meeting, Maryland Atlantic Coast, April 1984.

Co-organizer and Co-convener, Barrier Island Symposium, Geological Society of America, Washington, DC, March 1982.

Organizer and Co-convener, Symposium on Barrier Island Management, Coastal Zone 80 Conference, ASCE, Hollywood, FL, November 1980.

Co-organizer and Program Committee Member, Barrier Island Forum and Workshop, National Park Service, Provincetown, MA, May 1980.

Field Trip Leader, Eastern Section, Society of Economic Paleontologists and Mineralogists Annual Field Trip, Cape Cod, Massachusetts, September 1979.

Scientific Expedition Leader, Earthwatch Field Team to Nauset Spit, Cape Cod, MA, July-August 1979.

Program Committee Member, Panel Chairman and Speaker, Barrier Beach Management Workshop, MIT Sea Grant, Provincetown, MA, May 1979.

Co-organizer, Ocean Beach Erosion Conference, Golden Gate National Recreational Area, San Francisco, CA, August 1978.

Organizer and Co-convener, Coastal Research Symposium, Geological Society of America, Boston, MA, March 1978.

Scientific Expedition Leader, Earthwatch Field Team to Fire Island, NY, August 1977.

Field Trip Leader, New England Intercollegiate Geological Conference, Cape Cod, MA, April 1976.

Committees

Major Professor, M.S. Thesis, S. Bolivar, Evaluating Coastal Urban Light Pollution and its Contribution to Boat Collisions with Channel Markers in Miami-Dade County, Florida, in progress.

Major Professor, Ph.D. candidate, M. Duke, Private Beach Rights Versus Public Beach Use and Access, in progress.

Major Professor, Ph.D. Dissertation, K. Fallon, Rip Current Formation and Beach Safety Implications for Several US Atlantic Coast Beach Areas, 2017.

Committee Member, M.S. Thesis, E. Cook, Barrier Island Response to Sea Level Rise in North Carolina, 2013.

Committee Member, Ph.D. Dissertation, J. Czajkowski, Essays in Environmental Economic Valuation and Decision Making in the Presence of an Environmental Disaster, 2007.

Committee Member, Ph.D. Dissertation, W. Robertson, Analysis of Beach Dynamics Using Airborne LIDAR Technology, 2007.

Committee Member, M.S. Thesis in Civil and Environmental Engineering, C. Anderson, "Rainfall and Flooding Index for Tropical Storms and Hurricanes," 2003.

Committee Member, M.S. Thesis, W. Robertson, "Applications of Airborne Laser Technology to Coastal Erosion Studies," 2001.

Major Professor, Ph.D. Dissertation, F. Galgano, "Geomorphic Analysis of Shoreline Behavior and the Influence of Tidal Inlets on Coastal Configuration," 1998.

Major Professor, Ph.D. Dissertation, K. Zhang, "Twentieth Century Storm Activity and Sea Level Change along U.S. Atlantic Coast and Their Impact on Shoreline Positions," 1998.

Major Professor, M.A. Thesis, J. Smith, "Coastal Erosion Anomaly Area on Jones Beach, New York," 1998.

Major Professor, M.A. Thesis, M. Pajak, "Shoreline Indicators for Coastal Mapping," 1997.

Major Professor, M.A. Thesis, M. Beardslee, “Historic and Geomorphic Evolution of Cove Point, MD,” 1997.

Major Professor, M.S. Thesis, G. Lee, “Equilibrium Beach/Nearshore Profiles at Duck, NC,” 1993.

Major Professor, M.S. Thesis, L. Downs, "Erosion Rate and Sediment Budget Analysis of a Cliff Shoreline, Chesapeake Bay, MD," 1993.

Major Professor, M.S. Thesis, R. Donham, "Coastal Evolution and Land Loss in Chesapeake Bay," 1992.

Co-Supervisor, Ph.D. Dissertation, M.C. Thomas, "SEM Analysis of Texture and Shape in Sand Grains," 1992.

Co-Supervisor, Ph.D. Dissertation, P. Morgan, "Sediment Budget of Fire Island, New York," 1992.

Major Professor, Ph.D. Dissertation, G. Stone, "Geomorphology of Florida Barrier Systems," 1991.

Major Professor, M.S. Thesis, G. French, “Historical Shoreline Change Analysis of Delaware Bay, Delaware” 1990.

Major Professor, M.S. Thesis, F. Galgano, "Dynamics and Processes Along the Delaware Coast," 1989.

Major Professor, M.S. Thesis, C. Gaunt, "Historical Shoreline Change Analysis of Cedar Island, Virginia," 1989.

Major Professor, M.S. Thesis, M. Zeigler, "Shoreface and Inner Shelf Stratigraphy of Southern New Jersey," 1987.

Major Professor, M.S. Thesis, K. Lacovara, "Geomorphic Evolution of Little Beach, New Jersey," 1987.

Major Professor, M.S. Thesis, H. Gehring, "Barrier Island Classification Schema," 1986.

Co-Supervisor, M. S. Thesis, N. Evans, "Genesis of Fire Island Foredunes," 1983.

Major Professor, M.S. Thesis, C. Johnson, "Historic and Geomorphic Evidence of Barrier Dynamics, South Shore of Long Island, New York," 1982.

Co-Supervisor, Ph.D. Dissertation, R. Zaremba, "The Role of Overwash Processes and Vegetation in the Landward Retreat of a Northern Barrier Beach," 1981.

Major Professor, M.S. Thesis, D. Joneja, "Dynamics of Fire Island, New York," 1981.

AWARDS AND HONORS

FIU CASE Community Engagement Award, 2024

FIU Ignite Gold Ribbon, 2021, 2022

Top 2% Cited Scientific Authors in the World, Stanford University, 2020-Present, doi: 10.17632/btchxktzyw.3

FIU Ignite Silver Ribbon, 2020

Florida Icon, Florida Trend Magazine, 2018

FIU CASE Flame Award, 2018, 2019. 2021, 2023

FIU Ignite Gold Ribbon, 2018

FIU CASE Communication Award, 2017

FIU Ignite Spark Award, 2017

Russell Award—AAG Highest Award in Coastal & Marine Research, 2014

Ocean Warrior Award, *Profiles in Sea Voices: Working Toward a Sea Change*, Healy Publishing Company, San Clemente, California, 2010.

Best in Class, Florida International University, Miami Herald Newspaper, Miami, FL, 2008

Excellence in Faculty Scholarship, Florida International University, Miami, 2008

Environmental Hero Award, The Climate Institute, Washington, DC, 2006.

Golden Key, Florida International University, Miami, FL, 2002

Research Professor Award, Florida International University, Miami, FL, 2000

40 Special People to Watch in South Florida, Miami Herald Newspaper, December 12, 1999

Research Professor Award, Florida International University, Miami, FL, 1999

Twenty-Five Outstanding Individuals at FIU, Miami Convention & Visitors Bureau, FL, October 1, 1997

Honored Outstanding Professor, Inaugural Alumni Hall of Fame Ball, University of Maryland, College Park, MD, 1995

Presidential Citation for Scholarship, Colonnade Society, University of Maryland, College Park, 1993

First Prize for Science, Eko-Film Festival, Czech Republic, for Vanishing Lands documentary film, 1993

Golden Azor Award, Azores, Portugal, for Vanishing Lands documentary film, 1993

Golden Eagle for Vanishing Lands documentary film by the Council on International Non-theatrical Events (CINE), 1992

Finalist, John and Cynthia Mitchell International Prize for Global Change and Sustainability, Woodlands, TX, 1989

American Men and Women of Science, 1989

Dictionary of International Biography, 1987

Certificate for Outstanding Accomplishments, University of Maryland, College Park, April 10, 1985

Men of Achievement, International Biographical Center, Cambridge, England, 1985

Outstanding Young Men of America, 1984

Personalities of the South, 1983

Chancellor's Advisory Committee Member, N.C. State University, 1969-1970

Blue Key Honor Society for Excellence in Scholarship, Leadership and Service, N.C. State University, 1970

Golden Chain Honor Society of 12 Outstanding Seniors, N. C. State University, 1970

Texaco Scholarship, 1969-1970

Student Senator, N. C. State University, 1968-1970

DOCUMENTARIES AND VIDEOS

"Vanishing Lands," 1991, S. P. Leatherman, producer and on-screen host, winner of three international awards, including the Golden Eagle (30-minute documentary film), YouTube.

"Beach Rips: Dangerous Currents," 2011, S. P. Leatherman, producer and on-screen host, 5-minute video funded by the National Weather Service, www.ripcurrents.com and YouTube.

PATENT

Lifesaving Beach Bag for Water Rescue, U.S. Patent 9,533,744 B2, 14p., January 3, 2017.

UNIVERSITY COURSES TAUGHT AT

Boston University
University of Massachusetts at Amherst
Yale University
University of Maryland at College Park
Duke University Marine Laboratory
Florida International University

UNIVERSITY SERVICES

Chair, Ignite Campaign, Department of Earth & Environment, Florida International University, 2010-present.

Chair, AOA Committee, Department of Earth & Environment, Florida International University, 2021-2024.

Member, Search & Screen Committee, Business Director for Wall of Wind Facility, Florida International University, 2008.

Initiated, Meteorology Program at Florida International University, 2008.

Originator of Document and Chairperson of Committee, Planning for International Hurricane Research Building, Florida International University, 2008-2009.

Member, Search & Screen Committee, Assistant Professor for Wind Engineering, Florida International University, 2007.

Member, Search & Screen Committee, Assistant Professor for Socioeconomic Research, Florida International University, 2007

Member, Search & Screen Committee, Vice President for Research, Florida International University, 2006.

Member, Search & Screen Committee, Assistant Professor in Wind Engineering, Department of Civil & Environmental Engineering, Florida International University, 2006.

Initiated, Wind Engineering Program at Florida International University, 2006.

Member, Search & Screen Committee, Department of Civil & Environmental Engineering, Florida International University, 2004.

Member, SURA (Southeast Universities Research Association), Coastal Research Committee, 2003-2007.

Member, Latin America and Caribbean Center (LACC), Florida International University, 1997-present.

Ambassador, United Way Campaign for International Hurricane Center, Florida International University, 1997-2005.

Member, University Committee on Environmental Research, Florida International University, 1998-1999.

Member, Professional Advisory Committee, Insurance Friends of the National Hurricane Center, 1997-2002.

Member, College Promotion and Tenure Committee, University of Maryland, 1995-1997.

Member, Graduate Council, University of Maryland, 1993-1995.

Director of Graduate Studies, (1993-1994) and Chair of Graduate Committee, Department of Geography, University of Maryland, 1995-1997.

Member, College Academic Council, University of Maryland, 1991-1993.

Director and Co-Founder, Center for Global Change, University of Maryland, 1989-1997.

Member, Review Committee, Marine Sciences Program, University of Maryland, College Park, 1988-1989.

Member, Faculty Search Committees, Department of Geography, University of Maryland, 1985-1996.

Member, Partners of America International Program, University of Maryland, 1985-1990.

Director and Founder, Laboratory for Coastal Research, University of Maryland, 1985-1997.

Alternate Director for University of Maryland, Potomac River Basin Consortium, 1984-1992.

Member, Graduate Admissions Committee, Department of Geography, University of Maryland, 1981-1987.

Member, Marine Station Advisory Committee, The Graduate School, University of Massachusetts, 1979-1981.

Laboratory Director, National Park Service - University of Massachusetts Coastal Laboratory, Truro, Cape Cod, Massachusetts, 1977-1979.

MEDIA COVERAGE

TV appearances include ABC Nightly News, ABC Good Morning America, CBS Evening News, CBS Early Show, NBC Nightly News, NBC Today Show, The Weather Channel, CNN News, Fox News, Oprah, American Journal and Travel Channel (over 350 appearances).

Quoted in *Time, Newsweek, National Geographic, Sports Illustrated, Discover, People, Conde Nast Traveler, National Geographic Traveler, Health, Congressional Quarterly, Economist, U.S. News & World Report, Business Week, Brides, Popular Science, National Geographic Traveler, Shape, Saturday Evening Post, Reader's Digest, Washingtonian, Islands International, Coastal Living*, and many other magazines.

Quoted in the *New York Times, Washington Post, Boston Globe, Houston Post, Miami Herald, San Francisco Chronicle, Newsday, Los Angeles Times, The Times-Picayune, Houston Chronicle, St. Petersburg Times, London Sunday Times, San Diego Union-Tribune, The Guardian (London), Tampa Tribune, and Christian Science Monitor*, and numerous other newspapers.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDING A CONTRACT FOR THE DUNE RESTORATION PROJECT TO DICKERSON INFRASTRUCTURE, INC. D/B/A DICKERSON FLORIDA, INC., PURSUANT TO ITB NO. 2026-01; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR THE DUNE RESTORATION PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 8, 2026, the Town of Surfside (the "Town") issued Invitation to Bid (ITB) No. 2026-01 seeking qualified firms for the Dune Restoration Project (the "Project"); and

WHEREAS, in response to the ITB, the Town conducted the bid opening on February 17, 2026, and received three (3) sealed proposals; and

WHEREAS, the Town's Public Works/Capital Improvement Projects Director, Procurement and Grant Specialist consultant, and the Town's consultant engineer, evaluated all three (3) proposals ("Evaluation"); and

WHEREAS, based on the Evaluation and Town Manager's recommendation, the Town Commission finds that the proposal made by Dickerson Infrastructure, Inc., d/b/a/ Dickerson Florida, Inc. ("Contractor") is in the best interest of and most advantageous to the Town; and

WHEREAS, the Town wishes to select the Contractor's proposal and award the Contractor a contract for the Project, in substantially the form attached hereto as Exhibit "A" (the "Contract"), subject to final approval as to form and content by the Town Manager and legal sufficiency by the Town Attorney; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to negotiate with the Contractor and execute the Contract, for the maximum guaranteed price of $2,549,630.60; and

WHEREAS, the Town Commission finds that the selection of the Contractor and award of the Contract to the Contractor for the Project and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Selection of Contractor and Award of Contract. The Town Commission hereby selects the Contractor's proposal as in the best interests of and most advantageous to the Town and awards the Contractor a Contract for the Project, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization to Negotiate and Execute Contract. The Town Manager is authorized to negotiate terms and conditions and execute a Contract, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town and consistent with the proposal by the Contractor for the maximum guaranteed price of $2,549,630.60, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Project, the Contract for the Project, and for the purposes of this Resolution.

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

PASSED AND ADOPTED this _____day of March, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	_____
Commissioner Nelly Velasquez	_____
Commissioner Gerardo Vildostegui	_____
Vice Mayor Tina Paul	_____
Mayor Charles W. Burkett	_____

_____
Charles W. Burkett, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Thais Hernandez, Town Attorney

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this_____ day of_____ _____, 2026 (the "Effective Date") by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **[INSERT CONTRACTOR'S NAME],** a **[INSERT TYPE OF ENTITY]** (the "Contractor").

WHEREAS, the Town issued Invitation to Bid No. 2026-01 (the "ITB") for construction of Dune Restoration Project (the "Project"), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the Town's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof, and includes the Price Submittal ("Pricing") attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by Kimley-Horn & Associates dated [insert date] (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

DUNE RESTORATION PROJECT

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly

identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of

a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within 120 calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Town all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Town the sum of **[INSERT SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Town the sum of **[INSERT FINAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Town shall pay the Contractor an amount not to exceed $_____ for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, Kimley-Horn & Associates (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. .Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: ARPA Addendum Form, if applicable;

4.4.3. Third Priority: This Base Agreement;

4.4.4. Fourth Priority: Contract Documents, excluding this Base Agreement; and

4.4.5. Fifth Priority: Exhibit A, "Price Submittal Form."

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each

certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

6.1.2.1. Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of

recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing

of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. <u>Defective Work; Warranty and Guarantee.</u>

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the

Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Commission relative to the Project; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Commission.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements

concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town**.**

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions

related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar

administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Contract, and following completion of the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this

Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.

Custodian of Records:	**Sandra McCready, MMC**
Mailing address:	**9293 Harding Avenue**
	Surfside, FL 33154
Telephone number:	**305-861-4863**
Email:	**smccready@townofsurfsidefl.gov**

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.19. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not

waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If the Work will be funded utilizing ARPA funds, the Town shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the Town shall select this box:☐.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

TOWN OF SURFSIDE

By: _____
Mario A. Diaz
Acting Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez, Esq.
Town Attorney

Addresses for Notice:
Mario A. Diaz
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
townmanager@townofsurfsidefl.gov (email)

With a copy to:
Thais Hernandez, Esq.
Town of Surfside
Attn: Town Attorney
9293 Harding Avenue
Surfside, FL 33154
thernandez@townofsurfsidefl.gov (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	Entity Name: _____

ACKNOWLEDGMENT

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_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

SECTION 4
BID FORM PACKAGE

As provided in the ITB, the following items must be attached to this Bid:

FORMS	STATUS
Form 1 – Bid Form Package Acknowledgement	☑
Form 2A. Bidder's Certification (if Company or Corporation)	☑
Form 2B. Bidder's Certification (if Partnership)	☐
Form 3. Single Execution Affidavits	☑
Form 4. Dispute Disclosure	☑
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	☑
Form 6. Bidder's Qualifications Survey	☑
Form 7. Bid Form	☑
Form 8. Reference List	☑
Form 9. Bid Guaranty/Bid Bond	☑
Form 10. Payment and Performance Bonds	☐

The Town is attaching the following Attachments:

- Attachment A: FDEP Grant Agreement No. 24DA1 (with Amendment)
- Attachment B: Dune Resiliency & Beautification Civil Plan Set
- Attachment C: Dune Resiliency & Beautification Landscape Plan Set
- Attachment D: FDEP Joint Coastal Permit No. 0445317-001-JC
- Attachment E: Miami-Dade County County-Wide Physical Monitoring Plan (October 2016)
- Attachment F: Sediment Quality Control/Quality Assurance Plan
- Attachment G: Town of Surfside Dune Plan
- Attachment H: FDEP Field Permit No. 8042638-DA
- Attachment I: Surfside Mix
- Attachment J: USACE EN Technical Review 408 Permission Approval Letter
- Attachment K: Form of Sample Construction Contract
- Attachment L: FDEP Permit DA000853

FORM 1
BID FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Invitation to Bid, ITB No. 2026-01. I agree that my Bid will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid; no officer, employee or agent of the Town of Surfside or any other Bidder has an interest in said Bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Bidder acknowledges receipt of all Addenda issued by the Town in connection with the ITB (Check the box next to each addendum received).

✓ Addendum 1	_____ Addendum 6
✓ Addendum 2	_____ Addendum 7
✓ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this Bid:

Form 1.	Bid Form Package Acknowledgement.
Form 2A.	Bidder's Certification (if Company or Corporation)
Form 2B.	Bidder's Certification (if Partnership)
Form 3.	Single Execution Affidavits
Form 4.	Dispute Disclosure
Form 5.	Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
Form 6.	Bidder's Qualifications Survey
Form 7.	Bid Form
Form 8.	Reference List
Form 9.	Bid Guaranty/Bid Bond
Form 10.	Payment and Performance Bonds

FORM 1
BID FORM PACKAGE ACKNOWLEDGEMENTS (CONTINUED)

Dickerson Infrastructure, Inc.
dba Dickerson Florida, Inc.
NAME OF BIDDER FIRM

SIGNATURE OF BIDDER

Michael B. Bryant, President
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS
P.O. BOX 910

Ft. Pierce, FL 34954

(772) 429-4444
TELEPHONE NUMBER

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _ online notarization, this 17 day of February, 2026, by Michael B. Bryant (name of person) as President (type of authority) for Dickerson Infrastructure (name of party on behalf of whom instrument is executed).

CYNTHIA CLARK CHEATHAM
Notary Public
State of Florida
Comm# HH353634
Expires 5/6/2027

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification:_____
_____)
_____ Did take an oath; or
_____ Did not take an oath

FORM 2A
BIDDER'S CERTIFICATION
(if Company or Corporation)

CERTIFICATE
STATE OF Florida)
) SS
COUNTY OF St. Lucie)

I HEREBY CERTIFY that a meeting of the Board of Directors of Dickerson Infrastructure, Inc.
a corporation or company existing under the laws of the State of Nevada, held on Feb. 3, 2026, 2026, the following resolution was duly passed and adopted:

RESOLVED, that, Michael B. Bryant as President of the Corporation/Company, be and is hereby authorized to execute the Bid dated, Feb. 17, 2026 to the Town of Surfside for ITB No. 2026-01 Dune Restoration Project, and that this execution thereof, attested by the Secretary of the Corporation/Company, and with the Corporate/Company Seal affixed, shall be the official act and deed of this Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation/company on this the 3rd day of February, 2026.

Secretary

(SEAL)

FORM 2B
BIDDER'S CERTIFICATION

(if Partnership)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____
_____,
a partnership existing under the laws of the State of _____,
held on _____, 2026, the following resolution was duly passed and adopted:

"RESOLVED, that _____,
as_____of
the Partnership, be and is hereby authorized to execute the Bid dated _____, 2026, to the Town of Surfside for ITB No. 2026-01 Dune Restoration Project from this partnership and that his execution of thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2026.

_____
Secretary

(SEAL)

FORM 3
SINGLE EXECUTION AFFIDAVITS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: Michael B. Bryant

For (Name of Proposing or Bidding Entity): Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

Whose business address is: 3122 N. 25TH ST Ft. Pierce, FL 34946

And (if applicable) its Federal Employer Identification Number (FEIN) is: 56-1327509

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#:_____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Bidder Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors,

executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

Title

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Bidder Initials

No Conflict of Interest or Contingent Fee Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County and Town of Surfside conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the " Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any

exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or Bid is submitted and may be further disqualified from submitting any future bids or Bid for goods or services to Town.



Bidder Initials

Anti-Collusion Affidavit

1. Bidder/Bidder has personal knowledge of the matters set forth in its Bid/Bid and is fully informed respecting the preparation and contents of the attached Bid/Bid and all pertinent circumstances respecting the Bid/Bid;
2. The Bid/Bid is genuine and is not a collusive or sham Bid/Bid; and
3. Neither the Bidder/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Bidder, firm, or person to submit a collusive or sham Bid/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Bidder, firm, or person to fix the price or prices in the attached Bid/Bid or of any other Bidder/Bidder, or to fix any overhead, profit, or cost element of the Bid/Bid price or the Bid/Bid price of any other Bidder/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.



Bidder Initials

Scrutinized Company Certification

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town

may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Bidder Initials

Drug-Free Workplace Affidavit

Bidder hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/Bid are equal with respect to price, quality, and service. Bidder understands that in order to qualify as a drug-free workplace, Bidder must:

a) 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.

b) Inform employees about the dangers of drug abuse in the workplace, the Bidder'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.

1) Give each employee engaged in providing commodities or contractual services under the ITB a copy of the statement specified in subsection (1).

2) Notify employees that, as a condition of working on the commodities or contractual services under the ITB, the employee must 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 chapter 893 or 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.

3) 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.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☑ The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.

☐ The entity submitting this sworn statement is not a drug-free workplace.

Bidder Initials

Town Non-Discrimination Requirements Affidavit

Bidder understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Bidder understands that "Boycott" as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Bidder certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **ITB No. 2026-01** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Bid is true and accurate.

Bidder Initials

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]

In the presence of: **Signed, sealed and delivered by:**

Witness #1 Print Name: ANTOINETTE PETERSON

Witness #2 Print Name: Cynthia Cheatham

Print Name: Michael B. Bryant

Title: President

ACKNOWLEDGMENT

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _ online notarization, this 17 day of February, 20 24 by Michael B. Bryant (name of person) as President (type of authority) for Dickerson Infrastructure (name of party on behalf of whom instrument is executed).

CYNTHIA CLARK CHEATHAM
Notary Public
State of Florida
Comm# HH353634
Expires 5/6/2027

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____
_____)
_____ Did take an oath; or
_____ Did not take an oath

FORM 4
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO x_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid or Bid for the Town of Surfside.

ACKNOWLEDGMENT

Michael B. Bryant, President

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of February, 2026, by Michael B. Bryant (name of person) as President (type of authority) for Dickerson Infrastructure (name of party on behalf of whom instrument is executed).

CYNTHIA CLARK CHEATHAM
Notary Public
State of Florida
Comm# HH353634
Expires 5/6/2027

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification:_____)
_____ Did take an oath; or
_____ Did not take an oath

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

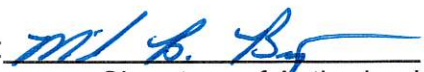
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name Dickerson Infrastructure, Inc.
dba Dickerson Florida, Inc.

Date February 17, 2026

By: 
Signature of Authorized Representative

Michael B. Bryant, President
Name and Title of Authorized Representative

FORM 6
BIDDER'S QUALIFICATIONS SURVEY

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the ITB, you certify that any and all information contained in the bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the ITB, and certify that you are authorized to sign for the Bidder's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Dickerson Infrastructure, Inc.
dba Dickerson Florida, Inc.

Firm Name

3122 N. 25TH ST Ft. Pierce, FL 34946

Principal Business Address

(772) 429-4444 (772) 429-4445

Telephone Number **Facsimile Number**

mbryant@dfifl.com

Email Address

56-1327509

Federal I.D. No. or Social Security Number

1428-602-0028-000

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 4 yrs as Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
~~prior 40 yrs as Dickerson Florida, Inc.~~

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

FL Division of Corp DOCUMENT# F22000003019 May 13, 2022

Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

State Certified General Contractor CGC1518661 1/16/25

Category **License No.** **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership ☑ Corporation □ LLC □ LLP □ Other____

Please identify the Firm's primary business: heavy civil construction, airport runways, taxiways environmental, substantial beach and dune restoration

Please identify the number of continuous years your Firm has performed its primary business: 44 yrs

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
State Certified GC	FL DBPR	CGC1518661	1/16/25

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
State Certified GC	FL DBPR	CGC060797	6/3/22
State Certified GC	FL DBPR	CGC1512275	8/3/24
State Certified GC	FL DBPR	CGC1535184	6/5/24

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
Michael B. Bryant	President	All
Richard Forlifer	VP	All
John Pluswick	VP	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	79
Total No. of Managerial/Administrative Employees	39

Total No. of Trades Employees by Trade	40

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

IOA	Dianne Klaus	
Insurance Carrier Name		**Insurance Carrier Contact Person**
1200 University Blvd. Ste 200, Jupiter, FL	561.721.3746	Dianne.Klaus@ioausa.com
Insurance Carrier Address	**Telephone No.**	**Email**

Has the Firm filed any insurance claims in the last five (5) years? ☐ **No** ☑ **Yes**
If yes, please identify the type of claim and the amount paid out under the claim: Auto Liability-0, General Liability-0, Workers Com-2 (2-4-22 Chemical burn claim total: $175,068.73) (6-20-22-Back Injury claim total: $244,870.63 **CLAIM WAS DENIED DUE TO CLAIMANT FRAUD**)

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
John F. Joyner	CEO/Treasurer	100%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
☐ **No** ☑ **Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:**

Owner/Partner Name	Other Entity Name	Ownership (%)
John F. Joyner	The Dickerson Group, Inc.	100%

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
Please see Exhibit A for Recent Contracts				

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: Dickerson Infrastructure, Inc.
dba Dickerson Florida, Inc.

Authorized Signature: _____ **Date:** February 17, 2026

Print or Type Name: Michael B. Bryant **Title:** President

FORM 7
BID FORM

Bid of Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. (hereinafter called "Bidder")

(✓) a corporation, organized and existing under the laws of the state of Nevada
(____) a partnership
(____) a joint venture
(____) an individual doing business as _____

To the Town of Surfside, Florida (hereinafter called "Owner").

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as the SURFSIDE DUNE RESTORATION PROJECT, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date specified in the written "Notice to Proceed" issued by the Town and to fully complete the project, if awarded by the Town, within ninety (90) consecutive calendar days thereafter. If additional time is required, the Town may consider and approve an extension on a case-by-case basis. In all instances, the work must be completed within the timeframes authorized under the applicable FDEP and/or USACE permits.

B) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price:

BID FORM WORKSHEET
(fill in all sections below)

1. PROJECT: SURFSIDE DUNE RESILIENCY AND BEAUTIFICATION

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
Site/Earthwork					
1	Clear Earthwork	1	LS	315,000.00	315,000.00
2	Fill Sand	11,500	CY	55.00	632,500.00
3	Surfside Mix Sand	5,500	CY	105.00	577,500.00
4	Surfside Mix Sand for DA000853 Permit Area	1,000	CY	105.00	105,000.00
5	Rope Fence Replacement	12,100	LF	18.00	217,800.00
6	Beach Mats Replacement	1,800	SF	16.00	28,800.00
7	Landscape Edging	10,600	LF	10.00	106,000.00
8	Sign Relocation	4	EA	500.00	2000.00
9	Ocean Emergency Station Relocation	11	EA	500.00	5500.00
				Subtotal:	1,990,100.00
Landscape					
10	Tree Protection	3,600	LF	5.00	18,000.00
11	Seagrape Tree Relocation	2	EA	1800.00	3600.00
12	Tree Removal	12	EA	900.00	10,800.00
13	Red Tip Coco Plum (Chrysobalanus icaco 'Red Tip')	953	EA	24.00	22,872.00
14	Sea Grape (Coccloba uvifera)	1,286	EA	27.00	34,722.00

15	Bush Seaside Tansy (Barrichia frutescens)	619	EA	15.00	9285.00
16	Saltmeadow Cordgrass (Spartina patens)	1,776	EA	15.00	26,640.00
17	Golden Creeper (Ernodea littoralis)	1,417	EA	15.00	21,255.00
18	Dune Sunflower (Helianthus debilis)	993	EA	4.00	3972.00
19	Seaside Elder (Iva imbricata)	1,473	EA	4.00	5892.00
20	Beach Morning Glory (Ipomoea pes-caprae)	1,191	EA	4.00	4764.00
21	Sea Oats (Uniola paniculta)	2,086	EA	4.00	8344.00
22	Concrete Bench	24	EA	2400.00	57,600.00
23	Invasive Removal	1	LS	25,000.00	25,000.00
24	Watering for Proposed Landscape	1	LS	75,000.00	75,000.00

Subtotal: 327,746.00

*Sand used for fill is to match plans and to be sourced from upland sand mines previously approved by the Florida Department of Environmental Protection (FDEP), including: Jahna Industries' Ortona Sand Mine, Vulcan Materials' Witherspoon Mine, Garcia Company's Sand Mine. Cemex's Davenport Mine, and Stewart Materials' Capron Trails Sand Mine.

Subtotal:	$ 2,317,846.00
10% Contingency:	$ 231,784.60
Total Construction Cost:	$ 2,549,630.60

The Contractor is responsible to properly coordinate all elements of the Work within each phase of construction and to ensure that the work is completed in accordance with the contract documents. The Contractor shall properly secure the work zone to restrict public access as necessary, including, but not limited to utilizing barricades, temporary fencing, signage, etc. Any changes to the proposed construction phasing plan shall be submitted and approved by the Town prior to starting the Work. The Contractor shall submit an MOT Plan for approval by the Town of Surfside prior to starting the Work. The Contractor shall ensure proper and adequate access to all properties/driveways is maintained throughout the entire duration of construction.

Bid Notes:

1. This Bid Form is for the complete project depicted in the construction drawings and technical specifications.
2. Contractor shall furnish and install all items and provide work for all items described in Bid Worksheet.
3. Contractor shall obtain required project permits. Town shall pay any required permit fees.
4. Town will award the contract based on an evaluation of bid unit prices and time frame for delivery.
5. The quantities listed above are for the purpose of establishing unit pricing.
6. Unless specifically allowed by the Town, the Contractor shall not store overnight any equipment or stockpile any materials within the right-of-way. At the end of each work day, the Contractor shall remove all stockpiled materials and equipment to an off-site location authorized for materials stockpiling and equipment storage. Also includes cost of remobilizing materials and equipment at the Work site at the beginning of each work day.
7. Bid Item 1 - This line item covers all labor, materials, and equipment necessary to complete the clearing of earthwork as well as the disposal of excess material as specified in the construction plans and project specifications. The contractor shall:

a. **Excavate, trim, or grade** the subgrade as needed to accommodate to the required depth.

b. **Coordinate with other trades** to avoid rework and ensure base is ready for subsequent layers (e.g., sand).

c. **Excavate top fill of walking path under FDEP permit DA000853.** Fill underneath to remain and be compacted, if necessary.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

8. Bid Item 2 - This line item covers the furnishing, delivery, placement, and compaction of clean fill sand as required by the project specifications and plans. Fill sand shall be used for grading, backfilling, and other site preparation activities as designated in the construction documents. The contractor shall:

    a. Ensure the fill sand is clean, free of debris, organics, and other deleterious materials, and suitable for use in structural fill applications.

    b. Source all fill sand exclusively from upland sand mines that have been previously approved by the Florida Department of Environmental Protection (FDEP). Which are:

    c. Jahna Industries – Ortona Sand Mine

       Vulcan Materials – Witherspoon Mine Garcia Company – Sand Mine Cemex – Davenport Mine

       Stewart Materials – Capron Trails Sand Mine

    d. Provide certification of origin and material compliance documentation upon delivery.

    e. Comply with applicable local, state, and federal regulations during the transportation and handling of all fill sand.

    f. Fill sand underneath the walking path of FDEP permit DA000853 to remain and be compacted, if necessary.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

9. Bid item 3 - This line item covers the furnishing, delivery, placement, and compaction of Surfside Mix sand as required by the project specifications and plans. The contractor shall:

    a. Ensure the fill surfside mix sand is clean, free of debris, organics, and other deleterious materials, and suitable for use in structural fill applications.

    b. Provide certification of origin and material compliance documentation upon delivery.

    c. Comply with applicable local, state, and federal regulations during the transportation and handling of all fill sand.

    d. This bid item **does not** include the fill sand mix for area covered with FDEP permit DA000853.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

10. Bid item 4 - This line item covers the furnishing, delivery, placement, and compaction of Surfside Mix sand as required by the project specifications and plans. The contractor shall:

    a. Ensure the fill surfside mix sand is clean, free of debris, organics, and other deleterious materials, and suitable for use in structural fill applications.

    b. Provide certification of origin and material compliance documentation upon delivery.

    c. Comply with applicable local, state, and federal regulations during the transportation and handling of all fill sand.

    d. This bid item **only** includes the fill sand mix for area covered with FDEP permit DA000853.

All work must comply with applicable project drawings, civil engineering standards, and geotechnical recommendations. Disposal of excess materials, dust control, and erosion measures are included in this scope.

11. Bid Item 5 - This line item includes the removal of existing rope fence as well as the furnishing, installation, and finishing of a rope fence as shown on the project plans and detailed in the specifications. The rope fence is intended to serve as a visual and physical barrier while maintaining an aesthetically natural appearance suitable for parks, trails, and coastal environments. The contractor shall:

    a. Remove existing rope fence.

    b. Layout and align the proposed rope fence per project drawings.

    c. Supply and install pressure-treated wood posts (or other approved materials) at specified intervals.

    d. Supply and secure installation of natural or synthetic rope (minimum diameter and material type as specified).

    e. Anchor posts to required depth and stability.

    f. Tension and secure rope to ensure consistent and safe installation.

    g. Finish and treat of all wood components to resist weathering and decay.

    h. Ensure all wood posts are pressure-treated and rated for ground contact.

    i. Ensure all Rope is UV-resistant, weather-resistant, and suitable for outdoor use. Acceptable materials include manila, polypropylene, or polyester, subject to approval.

    j. Ensure all hardware (screws, eye bolts, clamps, etc.) is corrosion-resistant (e.g., galvanized or stainless steel).

    k. Source new and of commercial-grade quality materials.

    l. Source rope and wood from reputable suppliers with documented compliance to applicable environmental and safety standards.

    m. Tie-In to the rope fence installed under FDEP permit DA000853.

12. Bid Item 6 - This line item includes the procurement, delivery, and installation of ADA-compliant beach access mats as shown on the project plans and detailed in the specifications. The mats are intended to provide accessible, durable, and environmentally friendly pathways across sandy or soft

terrain for pedestrians, wheelchair users, and other mobility devices. The contractor shall bid based on prices of 5ft wide AccessRec ADA Beach Mats. The Contractor Shall:

a. Prepare and grade the site to ensure a stable surface for mat installation.

b. Install beach mats in accordance with the manufacturer's guidelines and the project layout.

c. Ensure compliance with ADA accessibility standards and environmental regulations.

d. Furnish ADA-compliant 5ft wide AccessRec mats.

e. Ensure all materials meet or exceed local, state, and federal accessibility and environmental standards.

f. Verify field conditions prior to installation

g. Comply with all applicable ADA guidelines, environmental protection regulations, and project-specific requirements.

h. Provide product data sheets, installation manuals, and warranty documentation upon delivery.

13. Bid Item 7 - This line item includes the furnishing, installation, and finishing of a landscape edging system as shown on the project plans and detailed in the specifications. The landscape edging is intended to control erosion, manage sand drift, and protect designated areas while maintaining a natural and unobtrusive appearance suitable for coastal, park, and trail environments. The contractor shall:

    a. Layout and align the landscape edging per project drawings and site conditions.

    b. Supply and install approved barrier materials (e.g., sand fencing, geotextile fabric, or other specified systems).

    c. Install support posts or stakes at specified intervals to ensure structural integrity.

    d. Anchor the barrier system securely to withstand wind, water, and shifting sand conditions.

    e. Use corrosion-resistant hardware and fasteners suitable for outdoor and coastal environments.

    f. Ensure all materials are UV-resistant and weather-resistant.

    g. Source new, commercial-grade materials from reputable suppliers with documented compliance to applicable environmental and safety standards.

    h. Coordinate with site grading and landscaping teams to ensure proper integration with surrounding features.

    i. Maintain the barrier's alignment and effectiveness throughout the construction period until final acceptance.

14. Bid Item 8 - This line item includes the removal, transport, and reinstallation of existing signage as shown on the project plans and detailed in the specifications. The purpose of this work is to preserve and reposition signage in accordance with updated site layouts while maintaining visibility, structural integrity, and compliance with applicable codes. The contractor shall:

    a. Identify and document all signs designated for relocation per project drawings.

b. Carefully remove existing signs, including posts, footings, and hardware, without causing damage.

c. Transport signs to the new locations as specified in the plans.

d. Prepare new installation sites, including excavation and foundation work as required.

e. Reinstall signs at the new locations, ensuring proper orientation, height, and alignment.

f. Replace any damaged or missing components with materials matching the original or as approved.

g. Use corrosion-resistant hardware for all reinstallation work.

h. Ensure all signage remains compliant with local, state, and federal regulations, including ADA and MUTCD standards where applicable.

i. Restore any disturbed areas around the original and new sign locations to pre-construction condition.

j. Coordinate with project inspectors to verify correct placement and installation.

15. Bid Item 9 - This line item includes the removal, transport, and reinstallation of existing ocean emergency stations as shown on the project plans and detailed in the specifications. The purpose of this work is to maintain public safety infrastructure while accommodating updated site layouts or environmental conditions. The contractor shall:

    a. Identify and document all emergency stations designated for relocation per project drawings.

    b. Carefully disconnect and remove emergency station components, including signage, communication devices, mounting structures, and power sources, without causing damage.

    c. Transport all components to the new designated locations as specified.

    d. Prepare new installation sites, including excavation, foundation work, and utility connections as required.

    e. Reinstall emergency stations at the new locations, ensuring full functionality, visibility, and accessibility.

    f. Test all communication and alert systems to confirm operational readiness.

    g. Replace or repair any damaged components with approved, matching materials.

    h. Use corrosion-resistant and weatherproof hardware suitable for coastal environments.

    i. Ensure compliance with all applicable safety, accessibility (ADA), and emergency response standards.

    j. Restore all disturbed areas at both original and new locations to pre-construction condition.

    k. Coordinate with local emergency services and project inspectors to verify proper installation and functionality.

16. Bid Item 10 - This line item includes all labor, materials, and measures necessary to protect existing trees designated for preservation throughout the duration of construction activities. The intent is to

prevent damage to tree trunks, roots, and canopies from grading, excavation, equipment, or material storage. The contractor shall:

a. Install tree protection in all locations specified in project documents.

b. Follow the Tree Protection notes and details in the Landscape Plans for installation.

c. Maintain all tree protection measures in place and in good condition for the duration of the project.

d. Immediately report any damage to protected trees to the Engineer and Town.

e. Remove tree protection measures only upon completion of all construction activities and with approval from the Town.

f. Comply with all applicable local ordinances, environmental regulations, and project-specific tree protection guidelines.

g. Be responsible for the cost of replacement or mitigation for any trees damaged due to non-compliance with protection measures.

17. Bid Item 11 - This line item includes all labor, equipment, and materials necessary to carefully relocate existing Seagrape (Coccoloba uvifera) trees as identified in the project plans. The intent is to preserve and successfully reestablish these native trees in approved locations on or near the project site. The contractor shall:

    a. Identify and mark all Seagrape trees designated for relocation in coordination with the landscape architect.

    b. Obtain all necessary permits or approvals required for the relocation of native vegetation, including compliance with local and state environmental regulations.

    c. Refer to the Tree Relocation notes and applicable details for relocation instruction.

    d. Water and maintain the relocated trees for the duration of the establishment period, including monitoring for signs of stress or decline.

    e. Replace any relocated tree that fails to survive in coordination with the Town of Surfside and the Engineer.

    f. Maintain detailed records of tree locations, dates of relocation, and maintenance activities.

18. Bid Item 12 - This line item includes the complete removal and lawful disposal of trees designated for removal as shown on the project plans. The work shall be performed in a safe, controlled manner that minimizes disruption to surrounding vegetation, structures, and utilities. The contractor shall:

    a. Identify and confirm all trees designated for removal in coordination with the project landscape architect.

    b. Obtain all necessary permits and approvals required for tree removal in accordance with local, state, and environmental regulations.

    c. Perform tree removal using methods that ensure the safety of workers, the public, and adjacent property.

    d. Remove all above-ground and below-ground portions of the tree, including the stump and major roots, unless otherwise noted in the project documents.

e. Grind stumps to a minimum depth below finished grade as specified or as required to allow for future use of the area.

f. Backfill stump holes with clean fill material, compacted to match surrounding grade.

g. Properly dispose of all tree debris, including trunks, limbs, leaves, and mulch, in accordance with applicable disposal regulations.

h. Restore any disturbed areas to their original condition or as otherwise specified in the contract documents.

i. Coordinate with utility companies to identify and avoid conflicts with overhead or underground utilities.

j. Notify the Engineer of any discrepancies between field conditions and the plans prior to beginning removal.

k. Comply with all applicable safety standards, environmental protection guidelines, and project-specific requirements.

19. Bid Item 13 - This line item includes the furnishing, delivery, installation, and establishment of Red Tip Cocoplum shrubs as specified in the landscape plans and project documents. The contractor shall:

    a. Furnish healthy, well-formed Red Tip Cocoplum shrubs of the specified size, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install shrubs in accordance with the approved planting layout, spacing, and orientation shown on the landscape plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper root ball placement and backfilling with amended soil as specified.

    e. Stake or support plants only if necessary and remove supports once plants are established.

    f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner.

    g. Maintain the planting area free of weeds, debris, and pests throughout the maintenance period.

    h. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

20. Bid Item 14 - This line item includes the furnishing, delivery, installation, and establishment of Sea Grape plants as specified in the landscape plans and project documents. The contractor shall:

    a. Furnish healthy, well-formed Sea Grape plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that complies with Florida Grades and

Standards for Nursery Plants and applicable native plant regulations.

c. Deliver and install Sea Grape plants in accordance with the approved planting layout, spacing, and orientation shown on the landscape plans.

d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable soil.

e. Avoid excessive pruning or shaping of Sea Grape plants, in accordance with Florida Department of Environmental Protection (FDEP) guidelines for native coastal vegetation.

f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner.

g. Maintain the planting area free of weeds, debris, and pests throughout the maintenance period.

h. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

21. Bid Item 15 - This line item includes the furnishing, delivery, installation, and establishment of Bush Seaside Tansy plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Bush Seaside Tansy plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.

    f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

22. Bid Item 16 - This line item includes the furnishing, delivery, installation, and establishment of Saltmeadow Cordgrass plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Saltmeadow Cordgrass plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.

f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

23. Bid Item 17 – This line item includes the furnishing, delivery, installation, and establishment of Golden Creeper plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Golden Creeper plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Avoid the use of synthetic fertilizers or herbicides in or around native planting areas unless specifically approved.

    f. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    g. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

24. Bid Item 18 – This line item includes the furnishing, delivery, installation, and establishment of Dune Sunflower plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Golden Creeper plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Replace any plant material that fails to survive or thrive during the warranty or

establishment period at no additional cost to the owner.

f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

25. Bid Item 19 – This line item includes the furnishing, delivery, installation, and establishment of Seaside Elder plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Seaside Elder plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

26. Bid Item 20 - This line item includes the furnishing, delivery, installation, and establishment of Beach Morning Glory plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Beach Morning Glory plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal vegetation and complies with Florida Grades and Standards for Nursery Plants.

    c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

    d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

    e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

    f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

27. Bid Item 21 - This line item includes the furnishing, delivery, installation, and establishment of Sea Oats plants as specified in the landscape or restoration plans. The contractor shall:

    a. Furnish healthy, well-rooted Sea Oats plants of the specified size and container type, free from pests, disease, and structural defects.

    b. Source plant material from a licensed nursery that specializes in native coastal

vegetation and complies with Florida Grades and Standards for Nursery Plants.

c. Deliver and install plants in accordance with the approved planting layout, spacing, and orientation shown on the project plans.

d. Excavate planting holes to the appropriate depth and width, ensuring proper placement of the root ball and backfilling with suitable, well-draining soil.

e. Replace any plant material that fails to survive or thrive during the warranty or establishment period at no additional cost to the owner

f. Submit plant material certifications or nursery documentation upon request for approval prior to installation.

28. Bid Item 22 - This line item includes the furnishing, delivery, installation, and finishing of concrete benches as specified in the project plans and details. The benches are intended to provide durable, low-maintenance seating in respite areas. The contractor shall:

    a. Furnish concrete benches of the specified design, dimensions, and finish as shown in the construction documents or approved shop drawings.

    b. Source benches from a manufacturer approved by the Town and landscape architect, ensuring compliance with all applicable quality and durability standards.

    c. Deliver benches to the site in good condition, free of cracks, chips, or other defects.

    d. Install benches at the locations and orientations indicated on the plans, ensuring proper alignment, spacing, and accessibility.

    e. Prepare bench foundations or pads as required, including excavation, formwork, reinforcement, and concrete placement, where applicable.

    f. Secure benches to foundations according to bench details and manufacturer specifications.

    g. Clean all surfaces of the benches after installation and remove any construction debris or residue.

    h. Protect benches from damage during the remainder of construction and replace any units damaged prior to final acceptance.

    i. Coordinate with other trades to avoid conflicts with utilities, paving, or landscaping.

    j. Submit product data, color samples, and installation details for approval prior to procurement.

    k. Comply with all applicable ADA accessibility requirements and local codes related to public seating.

29. Bid Item 23 - This line item includes the identification, removal, and lawful disposal of invasive plant species within the project area, as specified in the project documents. The goal is to restore and preserve native plant communities and prevent the spread of non-native, invasive vegetation.

    a. Identify and remove all invasive plant species listed in the project documents or as

defined by local, state, or federal invasive species regulations.

b. Use removal methods appropriate to the species and site conditions, including manual, mechanical treatments as specified.

c. Prevent disturbance to adjacent native vegetation and minimize soil disruption during removal activities.

d. Properly dispose of all invasive plant material off-site in accordance with applicable environmental regulations to prevent re-establishment.

e. Coordinate with the landscape architect to confirm species identification and removal boundaries prior to beginning work.

f. Use herbicides only when specifically approved in writing. A city representative must be present during application.

g. Monitor the site during and after removal for regrowth or re-infestation and perform follow-up treatments as required during the maintenance period.

h. Maintain detailed records of removal activities, including dates, methods used, and quantities removed, and submit documentation upon request.

i. Preserve all native vegetation designated to remain and restore any areas disturbed by removal activities to their original condition or as otherwise specified.

j. Notify the Engineer of any unexpected site conditions or species not previously identified.

30. Bid Item 24 - This line item includes all labor, equipment, and materials necessary to provide watering services for newly installed landscape plantings to ensure proper establishment and healthy growth, as specified in the project documents. The contractor shall:

    a. Schedule and perform 180 days of water monitoring for all plantings under this contract.

    b. Provide supplemental hand-watering if the site experiences drought or if rainfall does not accumulate at least 2 inches per week during the monitoring period.

    c. Furnish water of satisfactory quality to sustain healthy plant growth. Water shall be free of harmful natural or man-made elements. If on-site water is not suitable, the contractor shall provide acceptable water from off-site sources at no additional cost to the owner. Water from the adjacent canal may be used with owner approval.

    d. Apply water using a water truck or temporary irrigation system, which shall be removed at the end of the maintenance period.

    e. Supplement rainfall with hand-watering as needed and document all watering efforts using rainfall data and monitoring records.

Follow the watering schedule below for bidding purposes:

Day 1: Water in plantings per specifications.

Days 2–30: Apply ½ inch of water on Monday, Tuesday, Wednesday, Thursday, and Saturday.

Days 31–90: Apply ½ inch of water on Monday, Wednesday, and Saturday. Days 91–180: Apply ½ inch of water on Wednesday and Saturday.

Coordinate with the landscape architect for any adjustments to the watering schedule based on site conditions.

Comply with all applicable local water use restrictions and environmental regulations.

Protect all landscape areas from damage during watering operations and restore any disturbed areas to their original condition.

31. The contractor shall follow all specifications in the Planting Notes, Tree Relocation General Notes, Landscape Watering and Fertilizing Specifications and Notes, and the General Landscape Specifications and Notes as well as the various details within the plans. If there is a discrepancy between this Bid Worksheet and information within the plans, the plans shall supersede this document.

32. All work shall comply with Town of Surfside standards.

33. All work shall be performed in accordance with established methods and practices as approved by the Town of Surfside, Miami-Dade County and/or Department of Environmental Protection. All work shall be subject to the approval by Town staff before final payment is made.

34. Bidder understands and agrees that the Contract Price is lump sum to furnish and install all of the Work complete in place. The Bid Worksheet is provided for the purpose of Bid Evaluation and when initiated by the Town, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Bid Worksheet, except to the extent that the Town changes the scope of Project after the Contract Date.

35. Contingency Line Item will be paid based on the actual cost for each item. Any contingency item, or portion of a contingency item, that is not used shall be reconciled at the completion of the project and deleted from the Contract.

FORM 8
REFERENCE LIST
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.

REFERENCE #1

Public Entity Name: Brevard County

Reference Contact Person/Title/Department: Michael McGarry Program Mgr Natural Resources

Contact Number & Email (321) 372-5194 (o) (321) 537-1779 (m)

mike.mcgarry@brevardfl.gov

Public Entity Size/Number of Residents/Square Mileage: 660,0000 residents

1557 sq. miles

Event(s) Completed (include Name of Project/Event, Date of Event

Start/Completion, Details on Size/Scope of Work/Complexity)

South Beach Engineered Dune Restoration PH I, PH II, PH III includes truck haul and plantings

total for 3 phases: $32,578,755

Jan. 2023 - April 2023 (PH I) Nov. 2023 - April 2024 (PH II) Dec. 2025 - April 2026 (PH III)

Is the Contract still Active? Yes ✓ **No** _____

REFERENCE #2

Public Entity Name: Collier County

Reference Contact Person/Title/Department: Andrew Miller

Manager - Coastal Management Program

Contact Number & Email 239-252-2922

Andrew.Miller@collier.gov

Public Entity Size/Number of Residents/Square Mileage: 422,000 residents

2305 sq miles

Event(s) Completed (include Name of Project/Event, Date of Event

Start/Completion, Details on Size/Scope of Work/Complexity)

Vanderbilt & Pelican Bay Beach Renourishment Contract Amount: $4,450,000

Oct. 2025 - Dec. 2025 216,000 TN of materials

Bid Description: Transport, placement and grading of pre-purchased beach fill material from Stewart's Immokalee Sand Mine to Vanderbilt and Pelican Bay Beaches and assoaated construction tasks.

Is the Contract still Active? Yes _____ **No** ✓

REFERENCE #3

Public Entity Name: St. Lucie County

Reference Contact Person/Title/Department: James Beams Sr. Proj. Mgr

Port, Inlet and Beaches

Contact Number & Email (772) 480-7830 (m) (772) 462-6735 (o)

James.A.Beams@stlucieco.gov

Public Entity Size/Number of Residents/Square Mileage: 574,000 residents

688 sq miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity)

Annual beach restoration effective May 2024 for 2 years with an optional 1 year renewal

received Work Order #3 Feb. 4, 2026 in the amount of $429,880

St. Lucie County Erosion District Emergency Beach and Dune restoration Ft. Pierce Beach

Is the Contract still Active? Yes ✓ **No** _____

FORM 9
BID GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. as Principal and Bidder, and Travelers Casualty and Surety Company of America Hereinafter called Surety, are held and firmly bound unto the Town of Surfside, a municipality within the State of Florida, and represented by its Town Manager, in the sum of five percent of the proposed annual base bid amount of: $ Five percent of the amount bid (Written Dollar Amount) dollars ($ 5%) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Surfside for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

IN WITNESS WHEREOF, the said Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its witnesses under its corporate seal, and the said Travelers Casualty and Surety Company of America as Surety herein, has caused these presents to be signed in its name by its attorney-in-fact and attested in its name by its witnesses under its corporate seal, this 9th day of February, 2026.

In the presence of:

Witness #1 Print Name: ANTOINETTE PETERSON

Witness #2 Print Name: Cynthia Cheatham

Signed, sealed and delivered by:

Print Name: Michael B. Baynes

Title: President

Principal/Firm: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

In the presence of:

Witness #1 Print Name: Jennifer C. Hoehn

Witness #2 Print Name: Michelle A. Adams

Signed, sealed and delivered by:

Travelers Casualty and Surety Company of America

Attorney-In-Fact: Katherine Fowler

(Power of Attorney to be attached)

Resident Agent Anett Cardinale

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Katherine Fowler of Charlotte, NC , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March**, **2024**.

SEAL — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SEAL — TRAVELERS CASUALTY AND SURETY COMPANY
SEAL — ST. PAUL FIRE AND MARINE INSURANCE CO.
SEAL — FARMINGTON CASUALTY COMPANY

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **4th** day of **March**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this February 9, 2026

SEAL — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SEAL — TRAVELERS CASUALTY AND SURETY COMPANY
SEAL — ST. PAUL FIRE AND MARINE INSURANCE CO.
SEAL — FARMINGTON CASUALTY COMPANY

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FORM 10
FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Obligee, in the amount of _____Dollars ($_____ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract pursuant to ITB No. 2026-01, which was awarded on _____, 2026, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
    a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
    b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
    c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
    d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide

General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____2026, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

FOR THE CONTRACTOR:
WITNESS:

_____
Secretary

(Affix Corporate Seal)

_____
Name of Corporation
By: _____
Print Name: _____
Title: _____

FOR THE SURETY:
WITNESS:

_____
_____
_____

_____
Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____
_____
Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that_____who signed the said bond on behalf of the Principal, was then_____ _____of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

_____
Corporate Secretary

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ _____ by means of ☐ physical presence or ☐ online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the_____and that s/he has been authorized by_____to execute the foregoing bond on behalf of the Contractor named therein in favor of the Town of Surfside, Florida

Sworn and subscribed to before me this . day of _____, 20____.

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Obligee, in the amount of _____Dollars ($_____ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract ITB No. 2026-01, awarded on _____, 2026, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

7. Performs the Contract between Contractor and Town for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
8. Pays the Town all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Town sustains as a result of default by Contractor under the Contract; and
9. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
10. Whenever Contractor is, and declared by the Town to be, in default under the Contract, the Town having performed the Town's obligations, the Surety may promptly remedy the default or will promptly:
    a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
    b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Town elects, upon determination by the Town and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Town to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Town; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

_____
Secretary

(Affix Corporate Seal)

_____
Name of Corporation
By: _____
Print Name: _____
Title: _____

FOR THE SURETY:

WITNESS:

_____
_____
_____

_____
Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____
_____
Telephone: _____

Town of Surfside

ITB 2026-01

Dune Restoration Project

Addendum No. 1

Date Issued: February 5, 2026

To All Bidders,

This Addendum modifies and becomes a part of Invitation to Bid (ITB) No. 2026-01. All respondents must acknowledge receipt of this Addendum.

In response to the questions received below are the responses provided:

1. **Question:** Post Bid are we getting CAD drawings for the survey done by the Town of Surfside.

   Response: We will provide CAD drawings the selected contractor.

2. **Question:** Do you have quantities for the excavation where we have to place the Surfside Mix Sand for DA000853 Permit Area, during the site visit we discovered that there is a plastic grid underneath sometimes at 1" (inch), sometimes at 3" (inches) and some places at 6" (inches) was not shown.

   Response: The Village has not prepared excavation quantity calculations for placement of Surfside Mix Sand within the DA000853 permitted area. Existing subsurface conditions, including the presence and depth of the plastic grid system vary across the site. Bidders shall account for this variability in their pricing and means and methods.

All other terms, conditions, and requirements of ITB No. 2026-01 remain unchanged. If you submitted a question before the deadline and do not see it addressed here, please notify the Town Clerk within 48 hours of this addendum being issued to ensure it is included. At this time, we believe this addendum reflects all questions received before the deadline.

PROPOSER: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

NAME: Michael B. Bryant

TITLE: President

DATE: February 17, 2026

Town of Surfside

ITB 2026-01

Dune Restoration Project

Addendum No. 2

Date Issued: February 6, 2026

To All Bidders,

This Addendum modifies and becomes a part of Invitation to Bid (ITB) No. 2026-01. All Bidders must acknowledge receipt of this Addendum.

The Town of Surfside hereby extends the Bid Submission Deadline for ITB No. 2026-01 as follows:

New Bid Submission Deadline:
Tuesday, February 17, 2026, at 2:00 PM (EST)

Bids must be received by the Town Clerk no later than the date and time stated above. Any bids received after this deadline will not be considered.

The Town further advises that **Addendum No. 3** will be issued next week and will include responses to questions that were previously submitted and not yet addressed. To ensure no questions are missed due to the Microsoft 365 email issues that occurred during the ITB question period, **Bidders are requested to resubmit any previously submitted questions that have not yet been answered no later than Monday, February 9, 2026, at 12:00 PM (EST).**

All other terms, conditions, requirements, and specifications of ITB No. 2026-01 remain unchanged and in full force and effect. Bidders are responsible for ensuring they have received all issued addenda prior to submitting a bid.

PROPOSER: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

NAME: _____ Michael B. Bryant

TITLE: President

DATE: February 17, 2026

Town of Surfside

ITB 2026-01

Dune Restoration Project

Addendum No. 3

Date Issued: February 11, 2026

To All Bidders,

This Addendum modifies and becomes a part of Invitation to Bid (ITB) No. 2026-01. All respondents must acknowledge receipt of this Addendum.

In response to the questions received, the following responses are provided:

1. **Question:** Please clarify the thickness of sand removal for the walking path under FDEP Permit No. DA000853.

   Response: Please refer to C203 for the section that provides a dimension of the proposed walking path.

2. **Question:** Can you provide any available as-built information for the walking path under FDEP Permit No. DA000853?

   Response: Attached is the as-built information currently available to the Town.

3. **Question:** During the site visit, plastic grid matting was observed beneath the sand along the walking path under FDEP Permit No. DA000853. Does this material need to be removed, and if so, is there an estimated quantity installed?

   Response: If the plastic grid material is within the area being removed then it does not need to be reinstalled.

4. **Question:** Please clarify whether removal of the 5-foot-wide AccessRec ADA Beach Mats is included in Bid Item No. 6.

   Response: Yes, the removal of the 5-foot-wide AccessRec ADA Beach Mats are to be included in Bid Item No. 6.

5. **Question:** It was observed that the poles supporting the ERUV fence are attached to the rope-and-post fence along the walkway path. Please clarify who is responsible for removal and reinstallation of the ERUV fence.

   Response: The Contractor shall be responsible for coordinating directly with the Town and the local synagogue regarding the proper removal, protection, and, if required, reinstallation of the ERUV fence. All work related to the ERUV fence shall be considered part of the Contractor's means and methods and shall be performed in coordination with, and subject to acceptance by, the Town and the local synagogue. No additional compensation shall be provided for such coordination, removal, or reinstallation.

6. **Question:** Do we have to install silt fence on both sides of the pathway and berm?

   Response: NPDES is a state permit that the contractor is responsible for submitting and keeping the site within compliance.

7. **Question:** Does the temporary fence go only at the staging area?

   Response: It is the responsibility of the awarded contractor to maintain a safe site.

8. **Question:** Where the surfside mix sand for the DA00085 Permit Area, do you have the quantity of sand and plastic grid that has to be removed?

   Response: Please refer to C203 for the section that provides a dimension of the proposed walking path.

The Town is revising its response to the following previously addressed question based on additional information received from the consultant:

9. **Question:** Do you have quantities for the excavation where we have to place the Surfside Mix Sand for DA000853 Permit Area, during the site visit we discovered that there is a plastic grid underneath sometimes at 1" (inch), sometimes at 3" (inches) and some places at 6" (inches) was not shown.

   Revised Response: Please refer to C203 for the section that provides a dimension of the proposed walking path. If the plastic grid material is within the area being removed then it does not need to be reinstalled.

PROPOSER: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

NAME: Michael B. Bryant

TITLE: President

DATE: February 17, 2026

DICKERSON INFRASTRUCTURE, INC. dba DICKERSON FLORIDA, INC.

ITB No. 2026-01
Town of Surfside
DUNE RESTORATION PROJECT

BIDDER QUALIFICATIONS

Cary Cheatham – Project Manager (resume included)

Jim Jones – Superintendent (resume included)

State Certified General Contractor License 1518661 (included)

Company Information

Dickerson Infrastructure, Inc. merged with Dickerson Florida, Inc. in February of 2022.

Prior to that, Dickerson Florida, Inc. operated out of the same location in St. Lucie County for 15 years as well as 25 years in Martin County, Florida. The corporate certificate of status for both Dickerson Infrastructure, Inc. and Dickerson Florida, Inc. are included as part of this bid package.

Dickerson's Safety Record

Dickerson has an exemplary safety record and a copy of the EMR letter from our insurance company is included with this bid package.

Dickerson has extensive experience with beach and dune restoration and renourishment. Below is a sampling of the projects completed. Additional details are available upon request. Three (3) letters of reference are included with this bid package.

Dickerson's Experience with beach and dune nourishment via truck hauling operations.

Martin County Dune Restoration Annual Contract Bathtub Beach (2012 – 2014)

Martin County Dune Restoration Annual Contract (2020) Bathtub Beach Restoration

Brevard County Emergency Berm PH I and PH II (2023 – 2024)

Brevard County Emergency Berm PH III (2026)

Lee County Truck Haul (2023)

FPL Dune Restoration – St. Lucie Nuclear Plant (2023)

FPL Dune Restoration – St. Lucie Nuclear Plant (2019)

FPL Dune Replacement – St. Lucie Nuclear Plant (2013)

Smathers and Rest Beach Renourishment (City of Key West) (2013)

South Shoreline Rehabilitation Project (Sebastian Inlet District) (2013)

Indian River County Sector 3 Dune Restoration Truck Haul (2023-2024)

Indian River County Sector 4 Dune Restoration Truck Haul (2024-2025)

Description of the last project of this nature that the bidder completed.

Brevard County Emergency Berm PH I PH II and currently PH III
Provision of all labor, materials, equipment, machinery, tolls, apparatus, and transportation to perform construction of engineered beach dunes using beach quality sand meeting all technical specifications and requirements.

Mike McGarry – Brevard Emergency Berm PH I and PH II and PH III
(321) 372-5194 office
(321) 537-1779 mobile
Mike.mcgarry@brevardfl.gov

South Beach Engineered Dunes Project (Hurricane Ian)
Project Cost for PH I: $6,351,645.10
Project cost for PH II: $15,407,560
Project cost for PH III: $10,819,550

Additional References:

Mike N. Campbell, Marine Project Mgr – Lee County Hurricane Ian Beach Restoration Truck Haul
Hurricane Ian Beach Restoration – Truck Haul Lee County
Project Cost: $4,718,350
(239) 533-8133 office
mcampbell@leegov.com

Eric Charest (Sector 3 and Sector 4)
Sector 3 Cost: $9,591,424
Sector 4 Cost: $5,182,369
Indian River County
echarest@indianriver.gov
(772) 226-1569
(772) 438-0616 (m)

EXHIBIT A

RECENTLY COMPLETED PROJECTS

JOB #	Job Name	Sector	Initial Sta	Completion date	Initial Contract Revenue	CONTRACT REVENUE	Location	contact info
4162	SLC KELLY TRACTOR-FP FACILITY	Energy	Jun-24	Aug-25	1,625,018.00	1,656,644.43	Ft. Pierce	Roger A. Priest Richard K. Davis Construction Corp PO Box 186 Ft. Pierce, FL (772) 461-8335
4163	Fellsmere MN037 Alleyway Gradi	Roads	Sep-24	Apr-25	959,075.00	968,050.00	Fellsmere	Tanner Green CEI 22 S. Cypress St. Fellsmere, FL 32948 (772) 299-8212 (o) (561) 480-6114 (m) pwcei@cityoffellsmere.org
4164	Fellsmere 24SRP69 Alleyway Gra	Roads	Sep-24	Apr-25	800,380.00	807,392.00	Fellsmere	Tanner Green CEI 22 S. Cypress St. Fellsmere, FL 32948 (772) 299-8212 (o) (561) 480-6114 (m) pwcei@cityoffellsmere.org
4168	STOF SEALCOATING & RESTRIPING	Roads	Aug-24	Mar-25	53,452.00	53,452.00	Ft. Pierce	Hector Garcia-Ochoa Rojas, Engineer Seminole Tribe (954)894-1060 ext 10936 (o) 5700 Griffin Rd, Davie, FL 33314
4170	SLC Emergency Dune Restoration	Environmental	Mar-25	Apr-25	2,911,061.88	3,948,610.00	St. Lucie County	Joshua Revord, P.E. Director of Port, Inlet & Beaches 1001 Harbor Street Fort Pierce, FL 34950 Joshua.Revord@stlucieco.gov
4176	IRC Sector IV Dune Renourishme	Environmental	Nov-24	Mar-25	5,926,655.80	5,182,369.18	Indian River County	Eric Charest echarest@indianriver.gov (772) 226-1569 (o) (772) 538-0616 (m)
4188	FDEP Fort Zachary Taylor State	Environmental	Mar-25	Apr-25	997,500.00	997,500.00	Monroe County	Trish McLeod trish.mcleod@floridadep.gov (786) 932-4171
4189	FDEP Bahia Honda State Park	Environmental	Jun-25	Aug-25	610,000.00	610,000.00	Monroe County	Trish McLeod trish.mcleod@floridadep.gov (786) 932-4171
4185	FWC-Orange Hamm	Environmental	Apr-25	Apr-25	124,974.14	130,474.14	North Port, FL	Rachel Massey Business Mgr FWC, 3900 Drane Field Rd, Lakeland, FL 33811 (863) 648-3802 (o) Rachel.Massey@MyFWC.com
4191	Riviera Beach Dune	Environmental	Apr-25	Apr-25	442,584.74	593,950.00	Palm Beach County	Gordon Thomson P.E. (Baird Engineering) 2500 Military Tr STE 275 Boca Raton, FL 33431 (561) 400-7820 (m)
4192	SFWMD S-63 C34 M	Environmental	Jun-25	Sep-25	404,965.27	404,965.00	Osceola County	Martha Fox, District PM mfox@sfwmd.gov (561) 682-2575
4193	SFWMD S63A C34 M	Environmental	Jun-25	Sep-25	384,155.00	384,155.00	Osceola County	Martha Fox, District PM mfox@sfwmd.gov (561) 682-2575

Cary Cheatham, Superintendent

- *Excellent organizational skills*
- *Extensive experience implementing site safety practices and regulations.*
- *Ability to maintain compliance with safety guidelines and policies.*
- *Oversees personnel to ensure project deadlines are met.*
- *Effectively applies cost controls to align with project budget requirements.*

- Certifications

  Qualified Stormwater Management Inspector
  First Aid CPR AED
  Certified Crane Rigger
  Maintenance of Traffic ADVANCED Certification
  OSHA-30 certified

Project Experience

Project Manager, Kelly Tractor-Ft. Pierce Facility (Site Work)
May 2024 to Aug.2025
Owner Kelly Tractor
Contractor R.K. Davis Construction Corp.
Subcontractor Dickerson Infrastructure, Inc.
Scope of work included site fence, fill, clearing and grubbing, site grading, all drainage improvements, all sewer improvements, all water improvements, all fire water improvements and all paving improvements

Project Manager, Indian River County Sector 4 Dune Restoration (Truck Haul)
Nov. 2024 to March 2025
Owner Indian River County
Contractor Dickerson Infrastructure, Inc.
Dune renourishment within the County's Sector 4 Project Area via the placement of approximately 135,000 cubic yards of beach compatible sand fill and the installation of about 147,788 native dune plants over approximately 2.86 miles of Atlantic Ocean beach in Indian River County.

Project Manager, St. Lucie County Beach and Dune Restoration
Fort Pierce Beach - March 2025 to April 2025
Owner St. Lucie County
Contractor Dickerson Infrastructure, Inc.
Emergency Beach and Dune Restoration and Miscellaneous Beach Services (Annual Contract)

Project Manager, City of Riviera Beach
March 2025 to April 2025
Owner City of Riviera Beach
Contractor Dickerson Infrastructure, Inc.
Singer Island Emergency Dune Restoration

Project Manager, Fort Zachary Beach Restoration (Truck Haul)
March 2025 to April 2025
Owner FDEP
Contractor Dickerson Infrastructure, Inc.
Beach Restoration in Fort Zachary Taylor historic State Park in Monroe County, FL

Project Manager, Bahia Honda Beach Restoration (Truck Haul)
April 2025 to May 2025
Owner FDEP
Contractor Dickerson Infrastructure, Inc.
Beach Restoration at Bahia Honda in Monroe County, FL

Project Manager, S63A C34 Maintenance Repairs
Owner South Florida Water Management District
Contractor Dickerson Infrastructure, Inc.
May 2025 to Sept.2025
Scour repair on the downstream side of the S63A Gated Spillway Structure located on the C-34 Canal

Project Manager, S63 C34 Maintenance Repairs
Owner South Florida Water Management District
Contractor Dickerson Infrastructure, Inc.
May 2025 to Sept 2025
Scour repair on the downstream side of the S63 Gated Spillway Structure located on the C-34 Canal

Project Manager, Indian River County Sector 3 Dune Restoration (Truck Haul)
Dec. 2023 – April 2024
Owner Indian River County
Contractor Dickerson Infrastructure, Inc.
Dune renourishment within the County's Sector 3 Project Area via the placement of approximately 274,368 cubic yards of beach-compatible sand fill and the installation of about 728,633 native dune plants over approximately 6.6 miles of Atlantic Ocean beach in central Indian River County

Project Manager, Lee County Hurricane Ian Beach Restoration (Truck Haul)
August 2023 – December 2023
Owner Lee County
Contractor Dickerson Infrastructure, Inc.
Imported beach compatible sand to restore the dune and beach areas to address impacts from Hurricane Ian

Superintendent, Crystal River Nuclear Power Plant (CR3)
August 2015-November 2017
Independent Spent Fuel Storage Installation (ISFSI)
Owner Duke Energy
Contractor SGT
Subcontractor Dickerson Florida, Inc.
Civil construction and drainage improvements as well as construction of the concrete pad for the Independent Spent Fuel Storage Installation (ISFSI), the Vehicle Barrier System and the Security Operations Center

located within the Protected Area (PA) at the Crystal River Nuclear Power Plant.

Superintendent, Miami Quarry Substation – Dade County
December 2017-September 2018
Owner Florida Power & Light
Subcontractor Dickerson Florida, Inc.
Contractor Kennedy Contractors
This project was constructed for FPL under the direction of Kennedy Contractors. The work consists of constructing an access road, grading, importing 500,000 tons of embankment, earthwork, drainage improvements and extensive erosion and sedimentation control.

Superintendent, Laurelwood-Myakka Right-of-Way Improvements
October 2018-August 2019
Owner Florida Power & Light
Contractor Dickerson Florida, Inc.
Various improvements intended to support the
FPL Laurelwood- Myakka (ROW) Improvement Site Preparation project included:
Vegetation clearing, removal, and mowing as applicable in uplands and wetlands
Installation of silt fence, and floating turbidity control
Drainage Improvements
Installation of new patrol road in uplands and wetlands
Installation of new structure pads
Installation and modification of new and existing culverts
Relocation of existing fences and gates
Debris and excess material removal
Grassing and restoration of slopes and all disturbed areas
As-built survey

Superintendent, Manatee Turn Lanes
August 2019-December 2019
Owner Florida Power & Light
Contractor Dickerson Florida, Inc.
Installed turn lanes on State Road 62 (SR 62), Wauchula Road, at the entrance to Florida Power & Light Company's (FPL) Manatee Plant (PMT), expansion of a section of SR 62 and the private access road to allow dedicated turn lanes and replacement of fence and gates.

Superintendent, Kings Bay Naval Subbase
January 2020 – July 2020
Contractor Dawson
Subcontractor Dickerson Florida, Inc.
The work included site work to be performed prior to the Repair Dry Dock project and construction of the Construction Management Office (CMO) area and incidental related work.
Construction of two gravel parking lots
Providing utilities for CMO
Providing utilities and provisions for future TRF contractor construction trailers. Stormwater management for all site work.

Superintendent, FPL PTN SafeNet (Turkey Point Nuclear)
July 2020-June 2023
Owner Florida Power & Light
Contractor Dickerson Florida, Inc.
Installation of "Underwater" IDS (Intrusion Detection System). Provided services necessary to perform underwater construction activities that required diving operations to install a support structure as specified on design drawing. The construction consisted of installation of cast in place concrete piles and under water foundation structures intended to support furnished prefabricated structural panels that will extend from the bottom of the canal to the existing bridge to provide a robust barrier above and below the water surface and intrusion detection capabilities. Included expansion of the western boundary of the existing PA

James Jones, Foreman
Employed with Dickerson since August 2015

James began work at Dickerson in August of 2015 as a Heavy Equipment Operator/Leadman. Demonstrating a strong work ethic and leadership qualities, he was promoted to a supervisory position as a Foreman in October of 2024.

- *Working on FPL and Airport projects requires stringent safety oversight and he understands that adhering to site safety practices and regulations and ensuring field personnel follow all safety protocols is of utmost importance*
- *He communicates with Project Management to ensure project deadlines are met.*
- *He understands the significance of a project schedule and keeping projects on time and on budget.*
- Certifications
  - ***First Aid CPR***
  - ***OSHA-30 Certified***
  - ***MOT Advanced***
  - ***Qualified Stormwater Management Inspector***

Recent Project Experience (Foreman)

Arcadia Municipal Airport Project
Terminal Apron Rehabilitation and Expansion
Owner City of Arcadia
Contractor Dickerson Infrastructure, Inc.
Completion Date: October 2025
Contract Amount:1,531,560
The rehabilitation and expansion of the terminal apron at the Arcadia Municipal Airport, included mill and overlay of the existing terminal apron pavement and reconstruction of a portion of the apron serving an existing hangar. An existing connection to Taxiway A was removed and constructed in an alternate location with new taxiway edge lighting included. Aircraft and tie-downs and pavement markings were reconfigured. New home run duct banks were installed. Drainage improvements were made including new pipe and end sections.

Fellsmere Alleyway – Design and Construction of Alleyway Grading
Contract MN037
Owner City of Fellsmere
Contractor Dickerson Infrastructure, Inc.
Completion Date March 2025
Contract Amount 967,750

Fellsmere Alleyway – Design and Construction of Alleyway Grading
Contract 24SRP69
Owner City of Fellsmere
Contractor Dickerson Infrastructure, Inc.
Completion Date February 2025
Contract Amount 807,392

2 contracts for the City of Fellsmere consisted of
Clearing and grubbing of alleyways followed by excavation and fine grading operations. This process continued from alleyway to alleyway until all alleyways were complete to the City's satisfaction. Culvert pipes with mitered ends were installed as needed throughout the construction period

FPL- Castle Big Bend ROW Relocation Access Improvements
Owner Florida Power and Light
Contractor Dickerson Infrastructure, Inc.
Completion Date - Currently underway

Right-of-Way (ROW) Site Preparation Improvements to support Construction, Operations, Maintenance of the Transmission Line relocation. Improvements were needed due to relocation of FPL's existing ROW/Easement. Scope of work included:

Design and installation of unpaved access/patrol road and stabilized work area pads in new and existing FPL transmission line right of way (ROW)
Vegetation removal and mowing in new and existing FPL ROW
Installation of erosion and sediment control using Best Management Practices (BMPs), required to maintain compliance with stormwater runoff water quality standards
Installation of new culverts, and replacement/modification of existing culverts
Installation of new fences and gates, and relocation/modification of existing fences and gates
Debris and excess material removal
Grassing and restoration of slopes and all disturbed areas
Maintenance and restoration of the ROW during construction
As-built certification and Warranty of deliverables

Collier County

February 4, 2026

RE: ITB No. 2026-01 Dune Restoration Project
Town of Surfside

Subject: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

To Whom It May Concern:

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. recently completed a project for the **Collier County Vanderbilt and Pelican Bay Beach Renourishment ITB No. 25-8417**. Timeframe for the work was from November 2025 through the end of December 2025

Contract Amount $4,450,000.

Dickerson's performance was highly satisfactory. They adhered to the project schedule, and their team is cooperative, professional and maintains a safe working environment.

Sincerely,

MillerAndrew Digitally signed by MillerAndrew Date: 2026.02.04 08:33:51 -05'00'

Andrew Miller
Coastal Zone Manager

Transportation Management Services – Coastal Zone
2885 South Horseshoe Dr. Naples, FL 34104 • Phone: (239) 252-2966
www.colliercountyfl.gov

Docusign Envelope ID: 22E0A62F-0019-4FD4-986D-FB9BEB694BB0

February 2, 2026

RE: ITB No. 2026-01 Dune Restoration Project
Town of Surfside

Subject: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

To Whom It May Concern:

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. has completed work orders for the **St. Lucie County Emergency Beach and Dune Restoration and Miscellaneous Beach Services** under its current contract C-24-07-669. The contract was placed May 2024 for (2) years with an optional (1) year renewal.

Dickerson's performance to date has been highly satisfactory. They adhere to the project schedules, and their team is cooperative, professional and maintains a safe working environment.

Sincerely,

James A. Beams
Sr. Project Manager
Port, Inlet & Beaches
James.A.Beams@stlucieco.gov

BOARD OF COUNTY COMMISSIONERS

Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

February 16, 2026

RE: ITB No. 2026-01 Dune Restoration Project
Town of Surfside

Subject: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.

To Whom It May Concern:

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. has completed two phases of dune restoration and is currently performing the third phase of the South Beaches Engineered Dune projects for Brevard County. Scope included all material, equipment and transportation of material.

South Beach Engineered Dunes Project (Hurricane Ian)
Project Cost for PH I: $6,351,645.10
Contract Duration: Jan. 2023 – April 2023

Project cost for PH II: $15,407,560
Contract Duration: Nov 2023 – April 2024

Project Cost for PH III: $10,819,550 (on-going)
Contract Duration: Dec. 2025 – April 2026

Dickerson's performance on all phases has been highly satisfactory. They adhered to the project schedules keeping in mind the critical turtle nesting season dates.

Their team is cooperative, professional and maintains a safe working environment.

Sincerely,

Mike McGarry
Assistant Director
Mike.McGarry@brevardfl.gov
Cell: 321-537-1779

DICKGRO-02 MOWERYD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
507 Front St
PMB 66
Summerville, SC 29486-7919

CONTACT NAME: Dianne Klaus
PHONE (A/C, No, Ext): (561) 721-3746 FAX (A/C, No):
E-MAIL ADDRESS: Dianne.Klaus@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Admiral Insurance Company	24856
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dickerson Infrastructure Inc. dba: Dickerson Florida Inc.
Dickerson Infrastructure Inc.
PO Box 910
Fort Pierce, FL 34954

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	1000026235251	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	1000673117251	7/1/2025	7/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			1001261293251	7/1/2025	7/1/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	1001243286	7/1/2025	7/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractor Pollution			FEI-ECC-36272-01	12/1/2025	12/1/2026	Each Occ/Agg	2,000,000
A	Leased/Rented Equipt			ITA100065492925	7/1/2025	7/1/2026	Per Occurrence	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability includes: Additional Insured Ongoing Operations automatic when required by written contract per form CG2010 (12/19). Additional Insured Completed Operations automatic when required by written contract per form CG2037 (12/19). Waiver of Subrogation automatic when required by written contract per form CG2404 (12/19). Primary and Non Contributory automatic when required by written contract per form CG2001 (12/19). Additional Insured Leased/Rented Equipment when required by a written contract per for CG2028 (12/19)

Automobile Liability includes: Additional Insured automatic when required by written contract per form SICA-1024 (06/21). Primary Noncontributory automatic when required by written contract per form CA 04 49 (11/16). Waiver of Subrogation automatic when required by written contract per form SICA-
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: DICKGRO-02 MOWERYD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Insurance Office of America		Dickerson Infrastructure Inc. dba: Dickerson Florida Inc. Dickerson Infrastructure Inc. PO Box 910 Fort Pierce, FL 34954
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
1010 (09/19).

Workers' Compensation includes: Waiver of Subrogation automatic when required by written contract per form WC000313 (4/84). USL&H Workers' Compensation Act per form WC000106A

Excess Liability: Additional Insured automatic when required by written contract per coverage form XS 100 (10/08). Waiver of Subrogation automatic when required by written contract per form XS 232 (02/21). Primary Non-Contributory form XS 373. Excess Liability Following Form, General Liability, Automobile and Employers Liability

Project Name: ITB No. 2026-01 / DUNE RESTORATION PROJECT
Town of Surfside and the Florida Department of Environmental Protection are Additional Insureds

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INSURANCE OFFICE OF AMERICA

June 9, 2025

Dickerson Infrastructure Inc. dba: Dickerson Florida Inc.
PO Box 910
Fort Pierce FL 34954

RE: Berkshire Hathaway Homestate Insurance Company
Policy No.: DIWC427567
Experience Modification – Workers Compensation

To Whom it May Concern:

The Workers Compensation Experience Rating Modification for the above named insured is as follows:

Year	EMR	Effective Dates
2025	.93	7-1-2025 to 7-1-2026
2024	.94	7-1-2024 to 7-1-2025
2023	1.00	7-1-2023 to 7-1-2024
2022	.70	7-1-2022 to 7-1-2023
2021	.70	7-1-2021 to 7-1-2022
2020	.70	7-1-2020 to 7-1-2021

Should you require any additional information, please let us know.

Sincerely,



Clint Rogers
Vice President
Agent of Record
Email: clint.rogers@ioausa.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LASTINGER, JESSE ANTHONY II

DICKERSON FLORIDA, INC.
3122 NORTH 25TH STREET
FORT PIERCE FL 34946

LICENSE NUMBER: CGC1518661

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/16/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MEMORANDUM

ITEM NO. 2B.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Mario A. Diaz, Acting Town Manager

Date: March 13, 2026

Subject: **ITB 2026-02 Champlain Towers South Memorial Bid Award**

The Town Administration seeks a unanimous vote from the Town Commission approving the project.

On December 23, 2025, the Town issued Request for Qualifications (RFQ) No. 2025-04 for the Champlain Towers South Memorial Construction Project. The RFQ initiated Phase One of a two-phase competitive procurement process and sought experienced General Contractors capable of constructing the permanent memorial, including the water feature, shade structure, hardscape, landscape, irrigation, pillars, signage, precast walls and benches, and associated improvements. Responses were due on January 22, 2026, at 2:00 PM.

On January 26, 2026, the Town's Evaluation Committee convened in a duly noticed public meeting to evaluate Statements of Qualifications submitted in response to RFQ No. 2025-04. Following completion of the evaluation process and tabulation of scores, the Evaluation Committee reached consensus to shortlist the following four (4) firms, in rank order, to advance to Phase Two of the procurement process:

1. The Whiting-Turner Construction Company
2. MBR Construction
3. Shiff Construction + Development
4. John Bell Construction

Only firms shortlisted under RFQ No. 2025-04 were eligible to participate in the subsequent Invitation to Bid.

Phase Two commenced with the issuance of Invitation to Bid (ITB) No. 2026-02 on January 27, 2026. The ITB was issued exclusively to the shortlisted firms and sought competitive lump sum pricing for construction of the Champlain Towers South Memorial in accordance with the approved plans and technical specifications. The ITB represented a continuation of the competitive procurement process, incorporating qualifications previously evaluated under RFQ No. 2025-04.

A mandatory virtual pre-bid conference was conducted on February 3, 2026, and written questions were accepted through February 10, 2026. Responses to bidder inquiries and clarifications to the Contract Documents were issued by written addendum. The bid opening date was subsequently extended, and sealed bids were publicly opened on Monday, March 2, 2026, at 2:00 PM.

At the March 2, 2026 public bid opening, the Town received bids from eligible shortlisted firms. Following the bid opening, Town staff and the Town's design consultant conducted a review of the submitted bids to determine responsiveness to the ITB requirements and to verify compliance with all mandatory forms, acknowledgments, and procurement conditions. Responsibility was evaluated based on qualifications previously submitted and reaffirmed pursuant to the ITB requirements.

Upon completion of the review process, Shiff Construction + Development was determined to be the lowest responsive and responsible bidder in accordance with the requirements of ITB No. 2026-02 with a bid of $5,428,950.00 and is therefore recommended for award. The recommended bidder's submission complied with the ITB requirements, incorporated previously evaluated qualifications under RFQ No. 2025-04, and met all procurement and statutory requirements.

Approval of this Resolution will authorize the Town Manager to negotiate and execute a construction agreement, in a form approved by the Town Attorney, and will allow the Town to proceed with construction of the Champlain Towers South Memorial. Award of the contract represents the culmination of a structured, two-phase competitive procurement process and advances the Town's commitment to construct a permanent memorial honoring the victims and preserving the historical significance of the site in a respectful, transparent, and fiscally responsible manner.

Exhibit A - Form of Sample Construction Contract

Resolution - Selecting & Awarding a Contract for the Champlain Towers South Memorial Project - Shiff

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____ _____, 2026 (the "Effective Date") by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **[INSERT CONTRACTOR'S NAME],** a **[INSERT TYPE OF ENTITY]** (the "Contractor").

WHEREAS, the Town issued Invitation to Bid No. 2026-02 (the "ITB") for construction of CHAMPLAIN TOWERS SOUTH MEMORIAL in Surfside, Florida (the "Project"), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the Town's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof, and includes the Price Submittal ("Pricing") attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by [insert name of consultant] dated [insert date] (the "Plans") and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

CHAMPLAIN TOWERS SOUTH MEMORIAL

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital l (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly

identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of

a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within [INSERT SUBSTANTIAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Contract Time").** Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within [INSERT FINAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Town all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Town the sum of **[INSERT SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Town the sum of **[INSERT FINAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Town shall pay the Contractor an amount not to exceed $_____ for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, [**INSERT PROJECT CONSULTANT**] (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. .Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: ARPA Addendum Form, if applicable;

4.4.3. Third Priority: This Base Agreement;

4.4.4. Fourth Priority: Contract Documents, excluding this Base Agreement; and

4.4.5. Fifth Priority: Exhibit A, "Price Submittal Form."

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each

certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

6.1.2.1. Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. <u>Bonds.</u> If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of

recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing

of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. <u>No recovery for changed market conditions.</u>

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. <u>Defective Work; Warranty and Guarantee.</u>

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the

Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Commission relative to the Project; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Commission.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements

concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town**.**

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions

related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar

administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Contract, and following completion of the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this

Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.

Custodian of Records:	**Sandra McCready, MMC**
Mailing address:	**9293 Harding Avenue**
	Surfside, FL 33154
Telephone number:	**305-861-4863**
Email:	**smccready@townofsurfsidefl.gov**

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.19. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devises for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not

waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act ("ARPA"). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If the Work will be funded utilizing ARPA funds, the Town shall select this box: ☐.

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	**Grant Agreement Exhibit**

If the Work will be funded utilizing Grant funds, the Town shall select this box:☐.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

TOWN OF SURFSIDE

By: _____
Mario A. Diaz
Acting Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez, Esq.
Town Attorney

Addresses for Notice:
Mario A. Diaz
Town of Surfside
Attn: Acting Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
townmanager@townofsurfsidefl.gov (email)

With a copy to:
Thais Hernandez, Esq.
Town of Surfside Attorney
9293 Harding Avenue
Surfside, FL 33154
thernandez@townofsurfsidefl.gov (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:	Signed, sealed and delivered by:
_____	_____
Witness #1 Print Name: _____	Print Name: _____
_____	Title: _____
Witness #2 Print Name: _____	Entity Name: _____

ACKNOWLEDGMENT

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_____ _____(name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

RESOLUTION NO. 2026- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SHIFF CONSTRUCTION & DEVELOPMENT, INC PURSUANT TO ITB NO. 2026-02; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is desirous of a community memorial in remembrance of the 98 lives lost during the June 24, 2021, collapse of the Champlain Towers South condominium; and

WHEREAS, the Town selected a two-phase competitive procurement process to solicit highly qualified contractors for the construction of the Champlain Towers South Memorial at a competitive price; and

WHEREAS, on December 23, 2025, the Town issued Request for Qualifications (RFQ) 2025-04 seeking qualified firms for the construction of the Champlain Towers South Memorial (the "Project"); and

WHEREAS, on January 26, 2026, the Town's Evaluation Committee convened in a duly noticed public meeting to evaluate Statements of Qualifications from six (6) firms that submitted in response to RFQ 2025-04; and

WHEREAS, the Evaluation Committee evaluated the proposals using pre-established criteria, scored proposals and tabulated the scores, coming to a consensus that four (4) firms, in rank order advance to Phase Two (Invitation to Bid – ITB) of the procurement process:

1. The Whiting Turner Construction Company

DRAFT

2. MBR Construction

3. Shiff Construction & Development

4. John Bell Construction; and

WHEREAS, the Town issued invitation to bid (ITB) No. 2026-02 on January 27, 2026, to shortlisted firms requesting competitive lump sum pricing for the construction of the Project; and

WHEREAS, in response to the ITB, the Town conducted the bid opening on March 2, 2026; and received three (3) sealed proposals; and

WHEREAS, following the bid opening, the Town's design consultant conducted a review of the submitted bids to determine responsiveness to the ITB requirements and to verify compliance with all mandatory forms, acknowledgements and procurement conditions; and

WHEREAS, upon completion of the review process, SHIFF CONSTRUCTION & DEVELOPMENT INC. was determined to be the lowest responsive and responsible bidder in accordance with the requirements of ITB No. 2026-02 and is therefore recommended for award; and

WHEREAS, the Town wishes to approve SHIFF CONSTRUCTION & DEVELOPMENT INC's proposal and authorize the Town Manager to negotiate a contract with SHIFF CONSTRUCTION & DEVELOPMENT INC for the Project, in substantially the form attached hereto as Exhibit "A" (the "SHIFF CONSTRUCTION & DEVELOPMENT INC Contract"), subject to final approval as to form and content by the Town Manager, and legal sufficiency by the Town Attorney; and

DRAFT

WHEREAS, the Town Commission wishes to authorize the Town Manager to negotiate with SHIFF CONSTRUCTION & DEVELOPMENT INC and execute the SHIFF CONSTRUCTION & DEVELOPMENT INC. Contract for the maximum guaranteed price of $5,428,950; and

WHEREAS, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to approve the SHIFF CONSTRUCTION & DEVELOPMENT INC. Contract and proceed as indicated in this Resolution.

NOW, THEREFORE, BEIT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The above-stated recitals are true and correct and are hereby adopted and incorporated herein by this reference.

Section 2. Authorization to Negotiate and Execute Contract with SHIFF CONSTRUCTION & DEVELOPMENT INC. The Commission hereby selects SHIFF CONSTRUCTION & DEVELOPMENT INC's proposal as in the best interest of and most advantageous to the Town and awards SHIFF CONSTRUCTION & DEVELOPMENT INC Contract, in substantially the form attached as Exhibit "A".

The Town Manager is further authorized to negotiate terms and conditions and execute SHIFF CONSTRUCTION & DEVELOPMENT INC. Contract, in substantially the form attached hereto as Exhibit "A", with SHIFF CONSTRUCTION & DEVELOPMENT INC on behalf of the Town and consistent with the proposal by SHIFF CONSTRUCTION & DEVELOPMENT INC for the maximum guaranteed price of $5,428,950, subject to the approval as to form and content by the Town Manager, and legal sufficiency by the Town Attorney.

DRAFT

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project, the SHIFF CONSTRUCTION & DEVELOPMENT Contract for the Project, and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 10th day of March, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	____
Commissioner Nelly Velasquez	____
Commissioner Gerardo Vildostegui	____
Vice Mayor Tina Paul	____
Mayor Charles W. Burkett	____

_____
Charles W. Burkett, Mayor

Attest:

_____

Sandra N. McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

_____

Thais Hernandez, Town Attorney

DRAFT

MEMORANDUM

ITEM NO. 2C.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Mario A. Diaz, Acting Town Manager

Date: March 13, 2026

Subject: **Resolution Calling for a Special Election for Public Referendums**

Town Administration recommends approval of the resolution.

During the November 4, 2025 Special Election, the Town of Surfside's registered voters casted their votes requiring a unanimous vote of the entire Town Commission on the use of Town funds exceeding $2,000,000 and a public referendum to be held in which at least 60% of the voters support the use of Town funds on any single project, purchase, or investment of an amount equal to or more than 20% of the Town's prior fiscal year's budgeted Ad Valorem Tax revenue.

The Champlain Towers South Memorial Park Project is estimated to cost over $6,000,000 dollars. In accordance with Article II, Section 11(17) of the Town Charter - " Use Town funds on any single project, purchase, or investment in an amount equal to or less than 20% of the Town's prior fiscal year's budgeted ad valorem tax revenue without a public referendum supported by at least 60% of the electors. Use of Town funds exceeding said amount shall require a public referendum approved by at least 60% of the electors".

The Collins Water Main is estimated to cost over $7,000,000 dollars and Article II, Section 11(17) of the Town Charter also applies.

Town Administration recommends calling a special election to bring the following two questions to the voters:

1. REFERENDUM ON WHETHER TO CONTINUE WITH THE CHAMPLAIN TOWERS SOUTH MEMORIAL PARK PROJECT

Shall the Town continue with the Champlain Towers South Memorial Park Project (the "Memorial Park Project") at an anticipated cost between six and a half million ($6,500,000) to seven million ($7,000,000) dollars?

YES [ ]

NO [ ]

2. REFERENDUM ON WHETHER TO CONTINUE WITH THE COLLINS AVENUE WATER MAIN PROJECT

Shall the Town continue with the Collins Avenue Water Main project (the “Water Project”) at an anticipated cost between seven million ($7,000,000) to seven and a half million ($7,500,000) dollars?

YES [ ]
NO [ ]

Resolution - Calling for Special Election - CTS Memorial Park and Collins Water Main Projects

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A TOWN OF SURFSIDE SPECIAL ELECTION TO BE HELD ON AUGUST 18, 2026, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE BALLOT QUESTIONS PURSUANT TO THE TOWN CHARTER AT ARTICLE II SECTION 11 – "POWERS OF COMMISSION", REQUIRING APPROVAL FROM AT LEAST 60 % OF THE VOTERS FOR ANY SINGLE PROJECT AS PRESENTED IN A BALLOT QUESTION 1) APPROVING/DENYING THE CHAMPLAIN TOWERS SOUTH MEMORIAL PARK PROJECT AS AN ANTICIPATED COST BETWEEN $6,5000,000 AND $7,000,000 DOLLARS, AND 2) APPROVING/DENYING THE COLLINS AVENUE WATER MAIN PROJECT AT AN ANTICIPATED COST BETWEEN $7,000,000 AND $7,500,000 DOLLARS; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH REFERENDUM; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 97.1 of the Town Charter of the Town of Surfside ("Town") referencing Section 6.03 of Article 6 of the Home Rule Charter of Miami-Dade County provides the manner in which charter amendments shall be proposed; and

WHEREAS, during the November 4, 2025, the Town of Surfside's registered voters casted their votes requiring a public referendum be held in which at least 60% of the voters support the use of Town funds on any single project, purchase, or investment of an amount equal to or more than 20% of the Town's prior fiscal year's budgeted Ad Valorem Tax revenue; and

WHEREAS, the Town of Surfside ("Town") Commission recognizes the importance of regulating its purchasing powers in order to ensure the financial stability of the Town; and

WHEREAS, Article II, Section 11 of the Town Charter provides in pertinent part:

> **Sec. 11. - Powers of commission.**
> All powers of the town not specifically conferred on other officers and employees and the determination of all matters of policy shall be vested

in the commission. Without limitation of the foregoing, the commission shall have power to:

(16) “Use Town funds not exceeding $2,000,000, adjusted for inflation from 2025 forward, for any single project, purchase, or investment, except in the case of an "emergency" as defined in Sec. 2-262(a}(1} of the Town Code. Use of Town funds exceeding $2,000,000, as set forth herein, shall require a unanimous vote of the entire Town Commission.

(17) Use Town funds on any single proiect, purchase, or investment in an amount equal to or less than 20% of the Town's prior fiscal year's budgeted ad valorem tax revenue without a public referendum supported by at least 60% of the electors. Use of Town funds exceeding said amount shall require a public referendum approved by at least 60% of the electors.

WHEREAS, the Invitation to Bid (“ITB”) for the Champlain Towers South Memorial Park Project came in at an estimated cost higher than the 20% of the Town’s prior fiscal year’s budgeted Ad Valorem Tax revenue; and

WHEREAS, the Collins Water Main Project also came in at an estimated cost higher than the 20% of the Town’s prior fiscal year’s budgeted Ad Valorem Tax revenue; and

WHEREAS, on March 10, 2026, during its regularly scheduled Town Commission meeting, the Town Commission unanimously voted in favor of both: 1) approving the Champlain Towers South Memorial Park project as an anticipated cost between $6,5000,000 and $7,000,000 dollars; and 2) approving the Collins Avenue Water Main project at an anticipated cost between $7,000,000 and $7,500,000 dollars; and

WHEREAS, the Town Commission now wishes to seek the approval of the electors by holding a public referendum: 1) approving/denying the Champlain Towers South Memorial Park project as an anticipated cost between $6,5000,000 and $7,000,000 dollars, and 2) approving/denying the Collins Avenue Water Main project at an anticipated cost between $7,000,000 and $7,500,000 dollars; and

WHEREAS, in accordance with provisions of the Charter of the Town and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, August 18, 2026 for the purpose of submitting to the electorate the proposed ballot questions to continue the; and

WHEREAS, not less than thirty (30) days' notice of the adoption of this Resolution and of its provisions calling for a referendum shall be given by publication in accordance with Florida Statutes 50.0311. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Charter and Code, or as otherwise prescribed by law; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Special Election Called; Notice of Election. That a special election is hereby called, to be held on Tuesday, August 18, 2026, to hold a public referendum and present to the qualified electors of the Town of Surfside, the ballot questions provided in this Resolution. Notice of said election and referendum shall be published in accordance with Sections 50.0311 and 100.342, Florida Statutes, at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the election and the second publication to be in the third week prior to the election, or as otherwise prescribed by law, and shall be in substantially the following form:

"THE TOWN OF SURFSIDE, FLORIDA

NOTICE OF SPECIAL ELECTION OF BINDING AND/OR BOND REFERENDUM

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2026 -_____ ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, AUGUST 18, 2026, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING BALLOT QUESTIONS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN FOR APPROVAL OR REJECTION:

REFERENDUM ON WHETHER TO CONTINUE WITH THE CHAMPLAIN TOWERS SOUTH MEMORIAL PARK PROJECT

Shall the Town continue with the Champlain Towers South Memorial Park Project (the "Memorial Park Project") at an anticipated cost between six and a half million ($6,500,000) to seven million ($7,000,000) dollars?

YES [ ]

NO [ ]

REFERENDUM ON WHETHER TO CONTINUE WITH THE COLLINS AVENUE WATER MAIN PROJECT

Shall the Town continue with the Collins Avenue Water Main project (the "Water Project") at an anticipated cost between seven million ($7,000,000) to seven and a half million ($7,500,000) dollars?

YES [ ]

NO [ ]

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154 and any other polling places provided for the Town election. All Town electors who are timely registered shall be eligible to vote. The enabling Resolution, including the ballot question are available at the Office of the Town Clerk, located at the Surfside Town Hall.

_____
Sandra N. McCready, MMC, Town Clerk"

Section 3. Form of Ballot; Ballot Question. That the official ballot to be used in the Special Election to be held on Tuesday, March 17, 2026, as hereby called, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT

QUESTION 1

REFERENDUM ON WHETHER TO CONTINUE WITH THE CHAMPLAIN TOWERS SOUTH MEMORIAL PARK PROJECT

Shall the Town continue with the Champlain Towers South Memorial Park Project (the "Memorial Park Project") at an anticipated cost between six and a half million ($6,500,000) to seven million ($7,000,000) dollars?

YES [ ]

NO [ ]

QUESTION 2

REFERENDUM ON WHETHER TO CONTINUE WITH THE COLLINS AVENUE WATER MAIN PROJECT

Shall the Town continue with the Collins Avenue Water Main project (the "Water Project") at an anticipated cost between seven million ($7,000,000) to seven and a half million ($7,500,000) dollars?

YES [ ]

NO [ ]"

Section 4. Conduct of Referendum. That the referendum shall be conducted between the hours of 7:00 a.m. until 7:00 p.m. on election day at the regular polling place for Town elections. Vote-by-mail ballots and early voting shall be provided as authorized by law. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The marked ballots shall be returned to the Supervisor, who shall deliver the same to the Miami-Dade County Canvassing Board for canvassing in the manner provided by applicable law. Said returns shall be certified to the Town Commission, which shall declare the results thereof and record the same in its minutes along with the number of qualified electors of the Town who voted at the Referendum on the question proposed and the number of votes cast for and against approval of the Bonds. The Town Commission shall certify the results of said Referendum to the Florida Department of State and/or other applicable entity in the manner provided by applicable law.

Section 5. Available for Public Inspection; Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections. Copies of this Resolution providing for the referendum are on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and are available for public inspection during regular

business hours. Furthermore, the Town Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the referendum. The Town shall pay all expenses for conducting the special election and referendum and will pay such expenses to Miami-Dade County upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 6. Authorization of Town Officials. The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the Special Election Referendum if adopted and effective.

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

PASSED AND ADOPTED this 10th day of March, 2026.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Ruben A. Coto _____
Commissioner Nelly Velasquez _____
Commissioner Gerardo Vildostegui _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

_____
Charles W. Burkett, Mayor

ATTEST:

_____
Sandra McCready, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Thais Hernandez, Town Attorney

Town of Surfside
Special Town Commission Meeting
March 13, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 3A.
Date: March 13, 2026
From: Mario A. Diaz, Acting Town Manager
Subject: Progress Report regarding LEED - Ordinance 2024-1788

Suggested Action: – For the Town Commission discussion and direction.

Background/Analysis: – The attached ordinance was adopted December 10, 2024, with a review section stating the following:

(i) Review.

A progress report shall be presented to the Town Commission within fifteen (15) months of the effective date of this Ordinance to review the success of the regulations contained within. The review shall at a minimum address the following:

1. The effectiveness of the sustainability requirements to reduce demand for energy and greenhouse gas emissions in the Town.
2. The effectiveness of the Sustainability Fee at encouraging sustainable development.
3. The effectiveness of review procedures

Pursuant to Section 90-50.1(i) of Ordinance No. 2024-1788, a progress report is required to be presented to the Town Commission within fifteen (15) months of the effective date, which places the review deadline on or before March 10, 2026. Upon review of internal records, staff has determined that no formal tracking system, data collection process, or reporting framework was implemented following adoption of the ordinance. As a result, staff is coordinating with the Planning Department to determine the appropriate steps necessary to reconstruct permit data, Sustainability Fee deposits, certification levels achieved, and related financial and operational metrics to ensure that any report provided to the Commission is accurate, complete, and analytically sound. Given the absence of maintained records since adoption, staff will return to the Commission with a recommendation for a revised presentation date to allow sufficient time to compile, validate, and properly evaluate the required information.

ORDINANCE NO. 2024-1788

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING ARTICLE V – "DESIGN STANDARDS" TO CREATE SECTION 90-50.1 "SUSTAINABILITY AND RESILIENCY;" PROVIDING FOR ESTABLISHING REQUIREMENTS FOR GREEN BUILDING CERTIFICATION AS A REQUIREMENT DURING ZONING REVIEW OF NEW PROJECTS ("ELIGIBLE PROJECT(S)"); ESTABLISHING A SUSTAINABILITY FEE PROGRAM FOR PROJECTS THAT DO NOT ACHIEVE THE REQUIRED GREEN BUILDING CERTIFICATION LEVEL; AUTHORIZING PROPERTY OWNERS AND DEVELOPERS TO PAY A SUSTAINABILITY FEE, OR, IN THE ALTERNATIVE, POST A BOND, IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL CONSTRUCTION COST FOR THE ELIGIBLE PROJECT(S), INTO THE TOWN'S SUSTAINABILITY FUND, WHICH BOND OR FUNDS ARE REIMBURSABLE TO THE PROPERTY OWNER OR DEVELOPER PURSUANT TO THE LEVEL OF GREEN BUILDING COMPLIANCE ACHIEVED BY THE "ELIGIBLE PROJECT"; ESTABLISHING A SUSTAINABILITY AND RESILIENCY FUND FOR THE DEPOSIT OF THE SUSTAINABILITY FEES GENERATED THROUGH THE SUSTAINABILITY FEE PROGRAM, AND PROVIDING THE USES FOR SAID FEES DEPOSITED IN THE SUSTAINABILITY AND RESILIENCY FUND; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except as prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside ("Town Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development

Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, Town of Surfside has the authority to enact laws which promote the public health, safety and general welfare of its residents; and

WHEREAS, the Town's Code does not currently provide for property owners and developers to pay a Sustainability Fee or post a bond, in the amount of five percent (5%) of the total construction cost into the Town's Sustainability Fund, which is reimbursable pursuant to the level of Green Building compliance achieved; establishing a Sustainability and Resiliency Fund for the deposit of the sustainability fees; and

WHEREAS, the Town of Surfside has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

WHEREAS, greenhouse gas emissions are a contributor to sea level rise, which is a threat to public health, safety, and general welfare of the citizens of the Town; and

WHEREAS, it is in the best interest of the Town to promote the economic and environmental health in the Town through sustainable and environmentally friendly design and construction which reduces demand for energy and reduces greenhouse gas emissions; and

WHEREAS, the United States Green Buildings Council (USGBC) has developed the Leadership in Energy and Environmental Design (LEED) rating system that is a consensus-based certification program for design of sustainable buildings; and

WHEREAS, the LEED green building certification program recognizes best-in-class building strategies and practices; and

WHEREAS, the International Living Future Institute developed an international sustainable building certification program called the Living Building Challenge, encouraging the creation of Living Buildings, Landscapes and Communities in countries around the world while inspiring, educating and motivating a global audience about the need for fundamental and transformative change; and

WHEREAS, the Living Building Challenge is the built environment's most rigorous performance standard, which calls for the creation of building projects at all scales that operate as cleanly, beautifully and efficiently as nature's architecture; and

WHEREAS, LEED and Living Building Challenge certified buildings, and related guidelines, including those of the Green Building Initiative Green Globes Certification ("GBIGGC"), conserve materials, energy, water and other natural resources as well as provide occupants with healthier and more productive interior environments; and

WHEREAS, high performance sustainable building and development is a means of balancing economic development with the preservation of quality of life; and

WHEREAS, high performance buildings provide occupants and visitors with a healthier and more productive environment due to the use of more natural materials and this increase in worker productivity can produce enormous economic benefits, as worker salaries are historically an organization's largest expense; and

WHEREAS, the Town's Comprehensive Plan requires the encouragement of infill and redevelopment that is supportive of mobility alternatives, such as walking, bicycling,

and the use of transit, which is further encouraged through the use of green building standards, which provide credit for features such as proximity to transit, bicycle parking and shower facilities, proximity to diverse uses, and location of building entrances; and

WHEREAS, the Town's Comprehensive Plan requires open space in conjunction with every new public and private sector development project, which is further encouraged through the use of green building standards which provide credit for the inclusion of open space; and

WHEREAS, studies have indicated that green buildings have lower maintenance costs associated with lower energy consumption, which will improve the Town's long-term economic well-being; and

WHEREAS, the Town of Surfside has endorsed the Compact of Mayors pledge to reduce Town-level greenhouse gas (GHG) emissions, to track progress, and to enhance resilience to climate change, in a consistent and complimentary manner to national level climate protection efforts; and

WHEREAS, green building certifications recognize that built environments provide a wide-range of GHG emissions reduction opportunities, including strategies related to building systems, transportation, water use, construction, materials, waste management, and land cover; and

WHEREAS, green building certifications strive to transform the way buildings and communities are designed, built, and operated, in order to create buildings and communities that are environmentally and socially responsible, healthy, and prosperous; and

WHEREAS, it is in the interest of the health, safety and welfare of the residents of the Town to ensure sustainable construction and to ensure that the Town safeguard natural resources, and ensure that efficient buildings are constructed; and

WHEREAS, Chapter 163.04, Florida Statutes is intended to encourage the development and use of renewable resources to conserve and protect the value of land, buildings, and resources, which is further encouraged using green building standards; and

WHEREAS, the Town desires to require Gold LEED standards or Living Building Challenge or GBIGGC certification standards on construction within the Town, or require the payment of a Sustainability Fee, for failing to meet those minimum standards of sustainability; and

WHEREAS, the value of the Sustainability Fee is based on the mid-range of estimated costs of achieving LEED Gold standards or its equivalent for a construction project; and

WHEREAS, the Sustainability Fee is not an impact fee, but rather a mechanism to ensure compliance with the green building standards; and

WHEREAS, it is the Town's expectation that development will comply with the green building standards and that the Sustainability Fee be refunded to the participants; and

WHEREAS, should a development not comply with the green building standards the Town will utilize the Sustainability Fee revenue to provide public improvements that increase the sustainability and resiliency of the Town; and

WHEREAS, the adoption of the provisions set forth below are necessary to accomplish the above objectives; and

WHEREAS, the Town Commission held its first public hearing on November 12, 2024 and approved the proposed amendment to the Code of Ordinances having complied with the notice requirements in the Florida Statutes; and

~~**WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on November 20, 2024, with due public notice and input, and recommended approval/denial of the proposed amendment to the Code; and~~

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on this regulation, as required by law, on December 10, 2024, and further finds the proposed change to the Code is necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Amending Chapter 90, Article V – "Design Standards" to Create Section 90-50.1; "Sustainability and Resiliency;" providing for establishing requirements for green building certification as a requirement during zoning review of new projects ("eligible project(s)"); establishing a sustainability fee program for a project that does not achieve the required green building certification level; authorizing property owners and developers to pay a sustainability fee, or, in the alternative, post a bond, in the amount of five percent (5%) of the total construction cost for the eligible

project(s), into the Town's Sustainability Fund, which bond or funds are reimbursable to the property owner or developer pursuant to the level of green building compliance achieved by the "eligible project"; establishing a sustainability and resiliency fund for the deposit of the sustainability fees generated through the sustainability fee program, and providing the uses for which the fees deposited in the Sustainability and Resiliency Fund" to read as follows:

* * *

Chapter 90 - ZONING

ARTICLE V. – Design Standards.

Sec. 90-50.1 – Sustainability and Resiliency.

(a) Definitions.

1. The following words, terms and phrases, when used in this Chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning, or as may be amended from time to time.
2. Construction means any project associated with the creation. Development, or erection of any structure required to comply with this Chapter.
3. Enhanced storm water quality and quantity improvements means projects that augment water quality and quantity by: reducing polluted runoff; advancing groundwater recharge, soil infiltration and erosion control; and restoring habitat.
4. Environmental monitoring means periodic or continuous surveillance or testing to determine the level of compliance required by the Environmental Protection Agency (EPA), Florida Department of Environmental Protection (DEP), or Miami-

Dade County Department of Regulatory and Environmental Resources (RER) and/or pollutant levels in various media (air. soil. water) or biota. as well as to derive knowledge from this process. Examples of environmental monitoring include but are not limited to: water quality sampling and monitoring; groundwater testing and monitoring; and habitat monitoring.

5. Environmental remediation means clean-up of, or mitigation for, air. soil or water contamination for which the Town is legally responsible for environmental clean-up or mitigation.

6. Environmental restoration means the return of an ecosystem to a close approximation of its condition prior to disturbance.

7. Green infrastructure means both the natural environment and engineered systems to provide clean water. conserve ecosystem values and functions. and provide a wide array of benefits to people and wildlife. Green infrastructure uses vegetation. soils. and natural processes to manage natural resources and create healthier urban environments. Examples of green infrastructure practices include, but are not limited to: right-of-way bio-swales. green roofs, blue roofs, rain gardens. permeable pavements. infiltration planters. trees and tree boxes. rainwater harvesting systems.

8. Green building means generally the resource efficient design, construction. and operation of buildings by employing environmentally sensible construction practices. systems and materials.

9. Green building certification agency means the United States Green Building Code (USGBC) or the International Living Future Institute. as may be selected by the eligible participants.

10. International Living Future Institute means a non-profit organization that created an international sustainable building certification program called The Living Building Challenge. Certification types include Living Building Certification. Petals Certification and Net Zero Energy Building Certification.

11. LEED means the most recent an effective edition of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System for Building Design and Construction or Homes, as applicable, of the United States Green Building Council (USGBC).

12. Green Building Initiative Green Globes Certification ("GBIGGC") is a science-based, three-in-one whole building certification system that evaluates the environmental sustainability, health and wellness, as well as resilience of all types of commercial real estate.

13. Project means any construction associated with the creation, development or erection of any building required to comply with this chapter.

14. Scorecard means a guide provided by the green building certification agency to assist in determining the total project score and achievable credits and level of certification at the inception of a green building, as provided under this chapter.

15. USGBC means the United States Green Building Council.

(b) Intent and Purpose.

The purpose of this section shall be to promote sustainable development within the Town by supporting resilient design and construction practices. The Town's intent is to establish a certification compliance schedule that incentivizes all qualifying projects to attain at a minimum LEED Gold certification, or similar green building program recognized herein. Sustainable building practices will promote the economic and environmental health of the Town and ensure that the Town continues to become environmentally resilient to combat sea level rise and help curb climate change.

This section is designed to achieve the following objectives: increase energy efficiency in buildings; encourage water and resource conservation; reduce waste generated by construction projects; reduce long-term building operating and maintenance costs; improve indoor air quality and occupant health; contribute to meeting state and local commitments to reduce greenhouse gas production and emissions: and encourage sound urban planning principles.

(c) Green Building Requirements

Mandatory compliance with these requirements shall be required for all applicants with building permit applications that meet the following criteria (hereinafter "eligible participants"): All new construction; or Additions/Alterations (whether attached or detached) to existing structures that encompass over 2,000 square feet of additional floor area, shall build at a minimum to a LEED or equivalent standard.

(d) Standards.

This section shall be administered using standards developed for and standards developed by the United States Green Building Council (USGBC) or the International

Living Future Institute or GBIGGC. All eligible participants who are certified as having satisfied all of the requirements of the green building certification agency, including but not limited to any monetary or certification requirements. are eligible for a partial or full refund of the sustainability fee identified herein - Sustainability Fee Calculation (following this subsection) based upon the level of compliance with these regulations.

(e) Sustainability Fee Program

A Sustainability Fee shall be assessed for all eligible participants. The calculation of the fee, provisions for refunding all or portions of the fee, its purpose, and eligible uses are detailed below.

(f) Sustainability Fee Calculation.

In order to obtain a building permit Temporary Certificate of Occupancy (TCO), Certificate of Occupancy (CO), or Certificate of Completion (CC), whichever comes first, the eligible participant must first post a Sustainability Fee payment bond or issue full payment of the Sustainability Fee to the Town. The Sustainability Fee shall be valued at five percent (5%) of the total construction valuation of the building permit. However, the eligible participant may be entitled to a refund or partial refund, of the bond, or payment of the Sustainability Fee, based upon achieving the program certification levels in the compliance schedule below:

Certification Compliance Schedule

Level of Certification Achieved	Sustainability Fee Reimbursement to Participant for meeting certain Green Building certification levels
Failure to obtain Certification	0% refund of bond or payment of Sustainability Fee
LEED Certified or Two Green Globes Certified	50% refund of bond or payment of Sustainability Fee

LEED Silver Certified or Three Green Globes Certified	66% refund of bond or payment of Sustainability Fee
LEED Gold Certified or International Living Future Institute Petals or Net Zero Energy Certified or Four Green Globes Certified	100% refund of bond or payment of Sustainability Fee
LEED Platinum Certified or International Living Future Institute Petals or Net Zero Energy Certified or Four Green Globes Certified	100% refund of bond or payment of Sustainability Fee

If the proof of green building certification is provided prior to the obtaining a TCO, CO, or CC, the "Sustainability Fee" shall be in the full amount identified above, minus the refund for the level of green building certification achieved identified in the **Certification Compliance Schedule**.

The Sustainability Fee shall be valuated upon the eligible participant's submittal at time of application for building permit Temporary Certificate of Occupancy (TCO), Certificate of Occupancy (CO), or Certificate of Completion (CC), whichever comes first, upon review by the Planning Department during zoning review of the permit certificate. The Sustainability Fee bond or full payment shall be provided by participant prior to obtaining a Temporary Certificate of Occupancy (TCO), Certificate of Occupancy (CO), or Certificate of Completion (CC), whichever comes first.

Refund of the Sustainability Fee or bond to the eligible participant may occur as provided for above, provided the eligible participant complies with the certification compliance schedule within the timeframe identified herein.

The entirety of the Sustainability Fee shall be forfeited to the Town based upon Participant's failure to achieve the applicable green building certification levels identified above and within the timeframe identified herein.

(g) Review Procedures.

1. Prior to obtaining a building permit, the qualifying projects shall post a bond with the Town, or in the alternative, provide a payment to the Town, in the amount of the "Sustainability Fee" identified above.
2. Within one year from the receipt of a TCO, CO or CC, whichever occurs first, the owner shall submit proof of green building certification for the development from the green building certification agency.
3. The bond or payment provided, or percentage thereof, shall be refunded to program participants that have achieved a level of green building certification identified in the Certification Compliance Schedule above.
4. The Town Manager may approve, upon the request of the eligible participant, a one-time, six (6) month to one (1) year extension, provided proof that the green building certification agency's review remains pending to determine final certification.
5. All building inspections requested for green building projects shall be given priority over projects that are not green building projects.

(h) Deposit of Funds; Account.

The Town hereby establishes a Sustainability and Resiliency Fund. The revenue generated through the Sustainability Fee Program shall be deposited in the Sustainability and Resiliency Fund.

1) Interest earned under the account shall be used solely for the purposes specified for funds of such account.
2) Sustainability fees deposited and credited to the Sustainability and Resiliency Fund account, and credited to the eligible participant shall be identified within the Town's Sustainability and Resiliency Fund.
3) Appropriation of deposited funds in the Sustainability and Resiliency Fund shall not be permitted until the applicable refund period established herein for those funds has lapsed.
4) Should the eligible participant provide a bond, rather than pay the sustainability fee, then the Town shall safeguard the bond to ensure compliance with this regulation. The Town shall return the bond or make a claim for a portion of the bond, depending on the eligible participant's compliance with this Section.

Earned fees in the Sustainability and Resiliency Fund shall be utilized to provide public improvements that increase the sustainability and resiliency of the Town. Expenditures from these funds shall require prior Town Commission approval. Prior to any expenditure, the Town Manager shall provide a recommendation to the Town Commission.

Such improvements that increase the resiliency of the Town, including Environmental restoration projects; Environmental remediation projects; Environmental monitoring;

Green infrastructure; Enhanced storm water quality and quantity improvements; and/or Sustainability planning efforts.

(i) Review.

A progress report shall be presented to the Town Commission within fifteen (15) months of the effective date of this Ordinance to review the success of the regulations contained within. The review shall at a minimum address the following:

1) The effectiveness of the sustainability requirements to reduce demand for energy and greenhouse gas emissions in the Town.
2) The effectiveness of the Sustainability Fee at encouraging sustainable development.
3) The effectiveness of review procedures.

(j) Applicability.

This Ordinance shall not apply to developments with a building permit issued by the Town, after the payment of applicable fees due to the Town, prior to the effective date of this Ordinance. This Ordinance shall supersede Town Resolutions 2020-2684 and any Resiliency Reserve resulting from same shall be applied to the Sustainability and Resiliency Fund created by this Ordinance.

* * *

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED on first reading this 12th day of November, 2024.

PASSED AND ADOPTED on second reading this 10th day of December, 2024.

First Reading:	**Second Reading:**
Motion by: Vice Mayor Paul	Motion by: Vice Mayor Paul
Second by: Commissioner Velasquez	Second by: Commissioner Velasquez

FINAL VOTE ON ADOPTION

Commissioner Ruben A. Coto	Yes
Commissioner Nelly Velasquez	Yes
Commissioner Gerardo Vildostegui	Yes
Vice Mayor Tina Paul	Yes
Mayor Charles W. Burkett	Yes

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC, Town Clerk

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

Approved as to Form and Legal Sufficiency:

Mark Blumstein, Town Attorney

Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

Town of Surfside
Special Town Commission Meeting
March 13, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 3B.
Date: March 13, 2026
From: Mario A. Diaz, Acting Town Manager
Subject: Homeless Outreach

Suggested Action: – For the Town Commission to discuss and approve moving forward if City of Miami Beach approves the purchase or rental of beds.

Background/Analysis: – To assist the police with providing homeless persons a bed within a shelter, the Town is looking into the possibility of purchasing or renting approximately six (6) beds for any homeless persons that are encountered within our jurisdiction. Currently the majority, if not all of the beds are being used due to the current Miami-Dade County homeless housing crisis. Chief Press has been working directly with the Miami Beach Homeless Trust and paperwork has been forwarded to the City of Miami Beach Commission for review and hopeful approval at their March Commission meeting. We currently have not had discussions regarding cost until the idea of renting/buying the beds is approved by the City of Miami Beach.

Town of Surfside
Special Town Commission Meeting
March 13, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 3C.
Date: March 13, 2026
From: Vice Mayor Tina Paul
Subject: Donation to the Homeless Trust

Suggested Action: – For the Commission to consider providing a donation to the Miami-Dade County Homeless Trust to be consistent with the donation in the attached Resolution 24-3300.

Background/Analysis: – The Homeless and Domestic Violence Tax is collected countywide across Miami-Dade, however the Town of Surfside, along with Miami Beach and Bal Harbour is exempt from this tax due to imposition of a municipal resort tax.

In the past, the Town donated $50,000. in FY 2018-2019 and again in 2019-2020 to help support the services provided by the Homeless Trust. During the terms from 2020 - 2024 the Town of Surfside did not contribute to the Homeless Trust.

In 2024-2025 the Town provided a donation through the attached Resolution 24-3300 in the amount of $12,000. It is in the best interest of the Town to provide a donation of equal or greater value for FY 2025-2026, to continue supporting the services of the Miami-Dade County Homeless Trust.

RESOLUTION NO. 2024-3300

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A DONATION TO THE MIAMI-DADE COUNTY HOMELESS TRUST; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade County Homeless Trust (the "Trust") was established in 1994 by Miami-Dade County Ordinance No. 94-66 to administer proceeds of a one-percent food and beverage tax known as the "Homeless and Domestic Violence Tax," to implement the Miami-Dade County Community Homeless Plan, and to serve in an advisory capacity to the Board of County Commissioners on issues involving homelessness; and

WHEREAS, the Homeless and Domestic Violence Tax is collected on all food and beverage sales by establishments licensed by the State of Florida to sell alcoholic beverages for consumption on the premises that make over $400,000 in gross receipts annually, except for hotels and motels; and

WHEREAS, the Homeless and Domestic Violence Tax is collected throughout Miami-Dade County, however establishments within the Town of Surfside ("Town") are exempt pursuant to Section 212.0306(2)(d), Florida Statutes because the Town imposes a municipal resort tax; and

WHEREAS, the Town benefits from the Trust's work and implementation of the Miami-Dade County Community Homeless Plan; and

WHEREAS, the Town Commission desires to donate **$12,000.00** to the Trust in order to support the Trust and its initiatives; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents and property owners of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Approving Donation. The Town Commission approves the donation of **$12,000.00** to the Trust.

Section 3. Implementation. The Town Manager and Administration are directed to take any and all action necessary to accomplish the purposes of this Resolution.

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

PASSED AND ADOPTED on this 9th day of July, 2024.

Motion By: Vice Mayor Paul

Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	Yes
Commissioner Nelly Velasquez	Yes
Commissioner Gerardo Vildostegui	Yes
Vice Mayor Tina Paul	Yes
Mayor Charles W. Burkett	Yes

Charles W. Burkett, Mayor

ATTEST:



For Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Mark Blumstein, Esq.
Interim Town Attorney

Town of Surfside
Special Town Commission Meeting
March 13, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 3D.
Date: March 13, 2026
From: Mario A. Diaz, Acting Town Manager
Subject: Florida Statute Ch. 125.572: Regulation of Synthetic Turf

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Suggested Action: – Town Administration recommends directing staff to return with a revised ordinance for first reading that codifies and aligns the Town Code with Section 125.572, Florida Statutes, and Rule 62-308.100, Florida Administrative Code, thereby ensuring compliance with state law while preserving any regulatory authority that remains within municipal control.

Background/Analysis: – The attached ordinance was presented and approved at first reading by the Town Commission on February 10, 2026, and subsequently received a recommendation for approval from the Planning and Zoning Board at its February 23, 2026 hearing. The proposed amendment would prohibit synthetic turf in front yards, corner yards, and secondary frontages and is scheduled for second reading.

In 2025, the Legislature enacted Section 125.572, Florida Statutes, which directed the Florida Department of Environmental Protection to adopt minimum standards for synthetic turf on qualifying single-family residential properties. The Department has since adopted Rule 62-308.100, Florida Administrative Code. Pursuant to the statute, once these rules are adopted, a local government may not adopt or enforce any ordinance, resolution, order, rule, or policy that prohibits, or is enforced to prohibit, a property owner from installing synthetic turf on single-family residential property of one acre or less when the turf complies with the Department's standards. The statute further provides that local governments may not adopt or enforce regulations that are inconsistent with the Department's adopted standards.

Given this express statutory preemption, the proposed ordinance as currently drafted is in conflict with state law as applied to compliant single-family residential properties. Accordingly, staff recommends that the Commission not proceed with ordinance in its current form and instead direct staff to return with a revised ordinance for first reading that codifies and aligns the Town Code with Section 125.572, Florida Statutes, and Rule 62-308.100, Florida Administrative Code, thereby ensuring compliance with state law while preserving any regulatory authority that remains within municipal control.

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	Chapter 125 COUNTY GOVERNMENT Entire Chapter	**SECTION 572** **Regulation of synthetic turf.**

125.572 Regulation of synthetic turf.—

(1) As used in this section, the term "synthetic turf" means a manufactured product that resembles natural grass and is used as a surface for landscaping and recreational areas.

(2) The Department of Environmental Protection shall adopt minimum standards for the installation of synthetic turf on single-family residential properties 1 acre or less in size. The standards must take into account material type, color, permeability, stormwater management, potable water conservation, water quality, proximity to trees and other vegetation, and other factors impacting environmental conditions of adjacent properties.

(3) Upon the Department of Environmental Protection adopting rules pursuant to subsection (4), a local government may not:

(a) Adopt or enforce any ordinance, resolution, order, rule, or policy that prohibits, or is enforced to prohibit, a property owner from installing synthetic turf that complies with Department of Environmental Protection standards adopted pursuant to this section which apply to single-family residential property.

(b) Adopt or enforce any ordinance, resolution, order, rule, or policy that regulates synthetic turf which is inconsistent with the Department of Environmental Protection standards adopted pursuant to this section which apply to single-family residential property.

(4) The Department of Environmental Protection shall adopt rules to implement this section.

History.—s. 1, ch. 2025-140.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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THE FULL TEXT OF THE PROPOSED RULE IS:

62-308.100 Synthetic Turf.

(1) Scope.

(a) Pursuant to s. 125.572, F.S., this rule only establishes minimum standards for the installation of synthetic turf, as defined by section 125.572(1), F.S., on single-family residential properties of 1 acre or less in size. This rule does not establish nor require any new department-issued permit or authorization for the installation of synthetic turf, nor does it prohibit any local government ordinance, resolution, order, rule or policy that regulates synthetic turf provided it complies with s. 125.572, F.S., and this rule. A local government is prohibited from adopting or enforcing any ordinance, resolution, order, rule, or policy that regulates synthetic turf which is inconsistent with the standards adopted under this rule.

(b) Nothing in this rule prohibits a local government from restricting the installation of synthetic turf on rights-of-way owned or giving legal right or control to an entity other than the residential property owner.

(2) Material type.

(a) Synthetic turf, including backing material and infill, must not contain heavy metals or intentionally added per- and polyfluoroalkyl substances.

(b) Synthetic turf, including backing materials and infill, must be disposable under normal conditions at any Chapter 62-701, F.A.C., Florida permitted landfill.

(c) Infill material, if used, shall only be clean silica sand, rock, shell, or other natural material, except that coated silica sand may be used provided that any coating used is non-toxic and meets the requirements described in paragraphs (2)(a) and (2)(b). Rubber or any other synthetic infill material is allowed only within the footprint of playground equipment and must also meet the requirements described in paragraphs (2)(a) and (2)(b). Installation shall be designed to prevent washing away of any infill material off the residential property.

(d) Subgrade shall be composed of natural materials, such as crushed rock, or crushed concrete that meets the permeability requirements of this rule. Subgrade materials shall be washed prior to installation to prevent fines from binding.

(3) Color. No local government may prohibit the use of green synthetic turf.

(4) Permeability.

(a) Synthetic turf must be permeable and affixed to permeable backing with a pervious subgrade. A local government may establish a quantifiable standard of a maximum of 10 inches per hour for all layers.

(b) Synthetic turf must be installed over a subgrade prepared for positive drainage and evenly graded porous material.

(c) Soil beneath installed subgrade shall not be compacted to the extent that it adversely impacts percolation through the soil.

(5) Stormwater management.

(a) Installation of synthetic turf must be designed and installed to prevent pooling or an increase in the stormwater runoff volume, direction, or rates to adjacent properties and, where possible, runoff shall be directed to on-site pervious areas.

(b) Installation of synthetic turf must not alter the permitted stormwater management system as designed and shall not be installed within a swale, ditch, stormwater pond, or a stormwater pond’s littoral zone.

(6) Potable water conservation.

(a) In-ground irrigation systems cannot be used to irrigate synthetic turf areas.

(b) If any in-ground system is already installed, a local government may require that irrigation heads be removed and pipe capped.

(7) Water quality.

(a) Synthetic turf shall not cause or contribute to violations of state water quality standards.

(b) Buffer zones around natural or man-made waterbodies may be established to protect against erosion and reduce pollution provided that such buffer for synthetic turf is no greater or restrictive than what is applicable to natural turf. Where no buffer zone has been established, synthetic turf shall be installed no closer than 10 feet from a natural or man-made waterbody as measured from the applicable ordinary or mean high water line except where

there is a physical barrier between the synthetic turf and the waterbody (such as, but not limited to, a seawall or bulkhead).

(8) Proximity to trees and other vegetation.

(a) Installation of synthetic turf cannot compromise the health of nearby trees, including damage to tree roots, other than those identified as a noxious weed as defined in Chapter 581, F.S., .

(b) Synthetic turf shall not be installed inside tree drip lines, whether on the property or adjacent properties, unless the tree is a noxious weed as defined by Chapter 581, F.S., or unless a certified arborist, using site specific information and best professional judgment, certifies that installation within that drip line would not be harmful to the tree.

(9) Other factors impacting environmental conditions of adjacent properties.

(a) Synthetic turf shall be installed according to manufacturer's specifications.

(b) Synthetic turf shall be anchored at all edges and seams that, at a minimum, will withstand the effects of wind or flooding.

(c) If installed, synthetic turf must provide for access to the septic tank for routine pumpout.

(d) If installed, synthetic turf shall be installed landward of any dune system and shall not be used to replace any existing dune vegetation.

Rulemaking Authority 125.572 FS. Law Implemented 125.572 FS. History–New xx-xx-xxxx.

NAME OF PERSON ORIGINATING PROPOSED RULE: Angela Knecht
NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Alexis Lambert
DATE PROPOSED RULE APPROVED BY AGENCY HEAD: January 8, 2026
DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: July 22, 2025

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING ARTICLE VIII, LANDSCAPE REQUIREMENTS OF CHAPTER 90, ZONING; PROVIDING FOR AMENDED SYNTHETIC TURF STANDARDS PROHIBITING USE IN FRONT YARDS, CORNER YARDS, AND SECONDARY FRONTAGES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities with the authority to exercise any power for municipal purposes, except as prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Town Commission of the Town of Surfside (" Town") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to maintain consistency with state law, to implement municipal goals and objectives, to clarify regulations and address specific issues and needs that may arise; and

WHEREAS, the Town Commission seeks to prohibit the use of synthetic turf in front yards, corner yards, and along secondary frontages; and

WHEREAS, the Town's Code currently provides for standards to allow for synthetic turf in front yards, corner yards, and along secondary frontages that the town wishes to remove; and

WHEREAS, the Town Commission held its first public hearing on February 10, 2026, and having complied with the notice requirements in the Florida Statutes, recommended approval of the proposed amendments to the Code; and

WHEREAS, the Planning and Zoning Board, serving as the local planning agency for the Town, held its hearing on the proposed amendment to the Code on February 23, 2026, with due public notice and input, and recommended approval of the proposed amendments to the Code; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these Code amendments as required by law on March 10, 2026, and further

finds the proposed changes to the Code are necessary and in the best interest of the Town; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Article viii, "Landscape Requirements of Chapter 90, Zoning" of the Code is hereby amended as follows:

Sec. 90-87(15) e. iii

Synthetic turf is prohibited in the front yard, corner yard, or secondary frontage.~~:~~

~~a. When entirely within private property. Synthetic turf shall be separated from the public right-of-way area by a vertical visual barrier at the property line, such as a hedge or fence. Any area outside the property line shall be landscaped with ground cover or living turf in the swale of the right-of-way.~~

~~b. When extending into public right-of-way. Synthetic turf installed within private property which also extends into the public right-of-way shall not require the vertical barrier at the property line, but shall require (1) a public works permit which may include additional conditions and requirements, including enhanced drainage mitigation to the satisfaction of the public works director to account for impact on the public right-of-way; and (2) a right-of-way encroachment agreement in form and substance acceptable to the town manager and town attorney. Synthetic turf must conform to the detail in Figure 1 "Town of Surfside Back of Curb French Drain Standard" dated May 2, 2023 as contained in the town's public works manual available on the town's website and with the town clerk, as may be amended by the town from time to time.~~

Sec. 90-87(15)

g. The following uses are prohibited:

i. Synthetic turf in the front yard, corner yard, secondary frontage or public rights-of-way ~~or swales, except as may be permitted and maintained in accordance with this subsection.~~

ii. Synthetic turf shall not be used as a screening material where screening is required by the Code.

h. All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all of the following information:

i. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas. Minimum landscape requirements shall include minimum required trees and shrubs for new construction and pervious area calculations for all properties.

ii. Details regarding existing or proposed irrigation proximate to the synthetic turf.

iii. Brand and type of synthetic turf, including all manufacturer specifications, warranties, and product lifespan.

iv. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.

v. A survey of the property with a signed affidavit from the property owner that no changes have occurred since the date of the survey.

i. Previously installed synthetic turf. Synthetic turf existing as of May 9, 2023, as documented by the town's code compliance department as to open and unresolved cases in a report attached to this ordinance as exhibit "A", may retain their synthetic turf located on private property subject to compliance with all maintenance standards in this subsection. For unpermitted synthetic turf installed in the public right-of-way, an adjacent property owner shall be required within 90 days of the adoption of this ordinance (July, 2023) to obtain a public works permit and comply with all requirements of this subsection for installation and maintenance of synthetic turf in the public right-of-way. Failure to comply with the permitting requirements of this subsection within the 90-day period shall constitute a continued violation of the Code and the property owner shall be required to immediately remove the synthetic turf from the right-of-way. Synthetic turf existing as of March 10, 2026, may retain their synthetic turf located on private property subject to compliance with all maintenance standards in this subsection for ~~ten (10)~~ eight (8) years and may not be replaced with synthetic turf if located in the front, side or secondary frontage.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Town

Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 10th day of February, 2026.

PASSED AND ADOPTED on second reading this ___ day of _____, 2026.

First Reading:	**Second Reading:**
Motion by: _____	Motion by: _____
Second by: _____	Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Gerardo Vildostegui	_____
Commissioner Ruben A. Coto	_____
Commissioner Nelly Velazquez	_____
Vice Mayor Tina Paul	_____
Mayor Charles W. Burkett	_____

_____
Charles W. Burkett, Mayor

ATTEST:

_____
Sandra N. McCready, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Thais Hernandez
Town Attorney