Town of Surfside
Regular Town Commission Meeting
AGENDA
Tuesday, November 10, 2026
7:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, Fl 33154

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

1D. Spookiest Surfside House Contest – Winners Announcement and Presentation - Sandra N. McCready, Acting Town Manager

1E. Approval and Presentation - Proclamation: JVAC Volunteer Appreciation Day - Shlomo Danzinger, Mayor
JVAC Request
JVAC Proclamation 11x14 November 2026

1F. Recognition Award - Jose A. Acevedo - Sandra N. McCready, Acting Town Manager

1G. Recognizing Police Officers of the 2nd and 3rd Quarter
Officer of the second and third quarter commendations & awards

1H. Appointment of Boards and Committee Members - Sandra N. McCready, MMC, Town Clerk

2. **Quasi-Judicial Hearings**

3. **Consent Agenda**

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

3A. Approval of Minutes - Sandra N. McCready, MMC, Town Clerk
2026-08-27 Town Commission Workshop Meeting Minutes
2026-10-13 Regular Town Commission Meeting Minutes
2026-10-20 Special Town Commission Meeting Minutes

3B. Boards and Committees Meeting Minutes - Sandra N. McCready, MMC, Town Clerk
September 17, 2026 Sustainability and Resiliency Committee Meeting Minutes
September 22, 2026 Parks and Recreation Committee Meeting Minutes
September 23, 2026 Resort Tax Board Meeting Minutes
September 24, 2026 Planning and Zoning Board Meeting Minutes

3C. Approval of Phase III – Additional Equipment and Technical Support Services for the Cellular Water Meter Program – Utility Solution and Automation, LLC.

- Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF EQUIPMENT, INSTALLATION ASSISTANCE, AND TROUBLESHOOTING SERVICES FROM UTILITY SOLUTIONS & AUTOMATION, LLC FOR THE TOWN'S CELLULAR WATER METER PROGRAM IN AN AMOUNT NOT TO EXCEED $45,566.00; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(f) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT AS NECESSARY FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution No. 2023-2992 Approving First Amendment-Badger Meter Inc.
Resolution No. 2025-3372 Utility Solutions & Automation, LLC for Phase III of the Town's Multi-Year Cellular Water Meter Plan
Resolution Approving Utility Solutions Cellular Meter Support
Town of Surfside Estimate #2294

3D. Annual Geographic Information System (GIS) Utilities Submittal to the Department of Environmental Resources Management (DERM) - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH KIMLEY HORN & ASSOCIATES INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR ANNUAL GEOGRAPHIC INFORMATION SYSTEM (GIS) UTILITIES SUBMITTAL TO THE DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Reso Approve Proposal and Project Agreement Kimley Horn - GIS Utilities Submittal to DERM
Project Agreement Kimley Horn - Annual GIS Utilities Submittal to DERM
Professional Services Agreement for DERM Submittal 2026 2027

3E. Procurement of Spare Soft Starters for Stormwater and Sewer Pump Stations - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF SPARE SOFT STARTERS FOR THE TOWN'S STORMWATER AND SEWER PUMP STATIONS FROM DELTA CONTROLS INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(F) OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE OF EQUIPMENT RELATED TO TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO

ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Reso Approving Purchase of Spare Soft Starters for Stormwater and Sewer Pump Stations

Exhibit A - Delta Controls Proposal Dated 10-12-2026

3F. Budget Amendment No. 1 - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1, FOR THE FISCAL YEAR 2027 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

03 Resolution - FY 2027 Budget Amendment No. 1

FY2027 Budget Amendment No. 1 Attachment A

3G. Re-appointing Sandra N. McCready as Acting Town Manager - Shlomo Danzinger, Mayor

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REAPPOINTING SANDRA N. MCCREADY AS ACTING TOWN MANAGER IN ADDITION TO HER DUTIES AS TOWN CLERK; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Reso Reappointing Sandra N. McCready as Acting Town Manager

3H. Pump Room Electrical Replacements - Sandra N. McCready, Acting Town Manager

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL FROM YABA'S ELECTRICAL INC. FOR THE REPLACEMENT OF THE ELECTRICAL PANEL SYSTEM AND RELATED COMPONENTS AT THE COMMUNITY CENTER PUMP ROOM IN THE AMOUNT OF $26,450.00; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(f) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR ANY OTHER AGREEMENTS AS NECESSARY FOR THE WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Yabas Electrical Pump Room Electrical Replacement Work

Electrical quote Pump room

3I. EnviroWaste Services Group, Inc. (ESG) – Agreement for Stormwater System Maintenance Services – Annual Amount Not to Exceed $100,000 - Sandra N. McCready, Acting Town Manager

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ENVIROWASTE SERVICES

GROUP, INC. FOR STORMWATER SYSTEM MAINTENANCE SERVICES, UTILIZING THE TERMS, CONDITIONS, AND PRICING OF THE CITY OF AVENTURA'S AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. RESULTING FROM REQUEST FOR PROPOSALS NO. 2024-7-1, IN AN AMOUNT NOT TO EXCEED $100,000.00 ANNUALLY, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE A COVER AGREEMENT AND ANY OTHER DOCUMENTS AS NECESSARY FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving ESG Stormwater Services Agreement
Cover Agreement Surfside EnviroWaste Services Group
City of Aventura Stormwater contract

3J. Annual Piggyback Agreements with National Traffic Solution, Inc. and The Paving Lady for Concrete and Asphalt Services – Combined Annual Amount Not to Exceed $100,000 - Sanda N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING SEPARATE PIGGYBACK AGREEMENTS WITH NATIONAL TRAFFIC SOLUTION, INC., UTILIZING FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT NO. E6Q08-R0, AND THE PAVING LADY, UTILIZING CITY OF LAKE WORTH BEACH CONTRACT NO. IFB 24-101, FOR CONCRETE AND ASPHALT RESTORATION SERVICES ON AN AS-NEEDED BASIS IN A COMBINED ANNUAL AMOUNT NOT TO EXCEED $100,000.00; FINDING THAT THE AGREEMENTS ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND 3-13(7)(F) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE ISSUANCE OF WORK ORDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Piggyback Concrete Asphalt NTS And Paving Lady
E6Q08-R0 Executed Contract Documents
City of Lake Worth Beach - Executed Annual Contract

3K. Purchase of Tyler Technologies PACE Flex Professional Services, Training, and Tyler Connect Passes. - Sandra N. McCready, Acting Town Manager

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PACE 15 FLEX PROFESSIONAL SERVICES, TRAINING, AND TYLER CONNECT PASSES FROM TYLER TECHNOLOGIES, INC. FOR THE TOWN'S TYLER ENTERPRISE RESOURCE PLANNING SOFTWARE SYSTEM IN THE ANNUAL AMOUNT OF $16,425.00, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR AMENDMENT TO

THE EXISTING AGREEMENT AS NECESSARY FOR THE ADDITIONAL SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Additional Tyler PACE 15 Flex Services
Surfside FL - EPL PACE 15 Quote.2 9.25.26

3L. Purchase of DigE Plan Review Software and Implementation Services - Sandra N. McCready, Acting Town Manager

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF DIGEPLAN CORE ELECTRONIC PLAN REVIEW SOFTWARE AND RELATED IMPLEMENTATION AND PROJECT MANAGEMENT SERVICES FROM TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF $31,500.00 IN ONE-TIME FEES AND $15,000.00 IN ANNUAL RECURRING FEES, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) AND 3-13(7)J OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR AMENDMENT TO THE EXISTING AGREEMENT AS NECESSARY FOR THE ADDITIONAL SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Tyler DigEplan Software and Services
Surfside Fl - EPL DigEplan Quote.3 9.25.26

4. Ordinances

Second Reading

4A1. Ordinance Repealing Ordinance No. 2024-1785 in its Entirety, Which Amended Sections 90-45 “Setbacks”, 90-47 “Yards Generally, Allowable Projections”, 90-48 “Modification of Side and Rear Yard Regulations", 90-49 “Lot Standards”, and 90-54 “Accessory Buildings and Structures in the H30A and H30B Districts” - Stephen Helfman, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REPEALING ORDINANCE NO. 2024-1785 IN ITS ENTIRETY, WHICH AMENDED SECTIONS 90-45 “SETBACKS”, 90-47 “YARDS GENERALLY, ALLOWABLE PROJECTIONS”, 90-48 “MODIFICATION OF SIDE AND REAR YARD REGULATIONS”, 90-49 “LOT STANDARDS”, AND 90-54 “ACCESSORY BUILDINGS AND STRUCTURES IN THE H30A AND H30B DISTRICTS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Business Impact Estimate - Setbacks and Limiting FAR
Ordinance Repealing Ordinance 2024-1785 - Increased Setbacks and Limiting FAR Second Reading

First Reading

4B1. Amending Section 70-123 to Provide that the Resort Tax Board shall also be known as the Tourist Board - Sandra N. McCready, Acting Town Manager

ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 – "TAXATION", ARTICLE IV. – "RESORT TAX", DIVISION 2 - "RESORT TAX BOARD"; TO PROVIDE THAT THE RESORT TAX BOARD SHALL ALSO BE KNOWN AS THE TOURIST BOARD; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Ordinance - Amend Sec. 70-123 - Resort Tax Board AKA Tourist Board

5. Resolutions and Proclamations

If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

5A. Outsourcing Payroll and HR Onboarding Services - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH ADP FOR HUMAN RESOURCES AND PAYROLL-RELATED SERVICES IN AN AMOUNT NOT TO EXCEED $55,000 ANNUALLY; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
2026-09-22 Paycom Proposal
Resolution Approving ADP HR Payroll Suite
2026-10-26 ADP Proposal

5B. Termination of Membership with Sister Cities International and Request for Refund - Mayor Shlomo Danzinger

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING THE TOWN'S MEMBERSHIP IN SISTER CITIES INTERNATIONAL FOLLOWING ITS OCTOBER 23, 2026 U.S.-PALESTINE SISTER CITIES ROUNDTABLE; DIRECTING THE TOWN MANAGER TO NOTIFY SISTER CITIES INTERNATIONAL IN WRITING OF THE TOWN'S REASONS; AFFIRMING THE TOWN'S SUPPORT FOR ISRAEL AND ITS COMMITMENT TO CONTINUE SISTER CITY PARTNERSHIPS DIRECTLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Sister Cities International Dissolution 2026

5C. Adoption of Updated Building Fees - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING AND ADOPTING THE BUILDING DEPARTMENT FEE GUIDE TO UPDATE BUILDING PERMIT, PLAN REVIEW, INSPECTION, AND RELATED FEES IN COMPLIANCE WITH CHAPTER 2026-63, LAWS OF FLORIDA (HOUSE BILL 803), AND SECTION 553.80, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, CONFLICTS, AND AN EFFECTIVE DATE.

Resolution Adopting Building Department Fees
Surfside Building Fee Study 2026 Executive Summary
Updated Fees HB803
Surfside Building Permit Fee Study Presentation

6. **Good and Welfare (Set for approximately 8:15 p.m.)**
   Public comments for subjects or items not on the agenda.

7. **Town Manager and Town Attorney Reports**

   7A. Town Manager Report - Sandra N. McCready, Acting Town Manager
   Town Manager Report

   7B. Town Attorney Report - Stephen J. Helfman, Town Attorney

8. **Unfinished Business and New Business**

9. **Mayor, Commission and Staff Communications**

10. **Adjournment**

Respectfully submitted,

Sandra N. McCready,
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.

Town of Surfside
Regular Town Commission Meeting
November 10, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 1D.
Date: November 10, 2026
From: Sandra N. McCready, Acting Town Manager
Subject: Spookiest Surfside House Contest – Winners Announcement and Presentation

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Suggested Action: – Approve the announcement of the contest winners and presentation of gift cards: $250 for first place, $100 for second place, and $50 for third place.

Background/Analysis: –

The Spookiest Surfside House Contest was organized to encourage community participation, celebrate the Halloween season, and recognize residents who demonstrated creativity and enthusiasm through their festive home decorations. The contest helped foster neighborhood spirit and brought residents together in a fun, seasonal activity.

In recognition of the participants' efforts, prizes will be awarded to the top three winners as follows:

- **First Prize:** $250.00 Gift Card
- **Second Prize:** $100.00 Gift Card
- **Third Prize:** $50.00 Gift Card

The Town of Surfside wants to congratulate the winners and thank those that participated. The town wishes to recognize all of their creativity and contributions to the community's Halloween festivities. It was an SPOOKTACULAR Halloween!

TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation

Date of Request: 11/10/2026

Name of Requestor: Isaac Hersh

Organization: Jewish Volunteer Ambulance Corps Inc

Address: 7159 Demedici Circle, Delray Beach, FL 33446

Phone / E-Mail: 561-270-5822

Name of Individual / Organization to be honored:

Jewish Volunteer Ambulance Corps Inc

Title for Proclamation or Certificate:

JVAC Volunteer Appreciation Day

Date of Recognition:

11/10/2026

Reason for Recognition *(Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation)*:

See attached proclamation

Document is to be*:*

Presented at a Commission Meeting in November 2026

Administrative Use Only

Proclamation _____ Certificate _____ Key _____ Coin _____

Approved: Yes_____ No_____ If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____

Proclamation

Whereas, *the Jewish Volunteer Ambulance Corps, known as JVAC, serves the Town of Surfside through volunteer emergency medical response, lifesaving education and compassionate care; and*

Whereas, *JVAC brings together dedicated volunteers from diverse backgrounds, united by a commitment to serving every resident regardless of religion, background or circumstance; and*

Whereas, *these volunteers generously give their time and skills to respond when help is needed, comfort families in times of crisis and strengthen public safety throughout our community; and*

Whereas, *JVAC exemplifies the highest ideals of volunteerism, compassion and service, demonstrating that a shared commitment to saving lives can unite people across communities; and*

Whereas, *the Town of Surfside recognizes JVAC as an exemplary model of inclusive volunteer service and honors the dedication of its volunteers;*

Now *therefore I, Shlomo Danzinger, Mayor of the Town of Surfside, Florida, on behalf of the Town Commission, do hereby proclaim November 10, 2026, as*

JVAC Volunteer Appreciation Day

honoring JVAC's volunteers for their outstanding service and enduring commitment to the health, safety and well-being of our residents.

Signed by my hand at Surfside Town Hall, in the Commission Chambers, on this the 10th day of November2026.

Shlomo Danzinger, Mayor
Town of Surfside

SURFSIDE POLICE DEPARTMENT

9293 HARDING AVENUE, SURFSIDE FL 33154 305.861.4862 WWW.TOWNOFSURFSIDEFL.GOV

Date of occurrence: April 24, 2026

Employee Name: Rafael Gomez, Micah Smith

Classification: Police Officer

Unit/Division: Quality of Life/ Patrol

Award/Commendation type and recommendations: Commendation

On April 24th, 2026, at approximately 5:49 PM, Surfside Communications issued a "Be on the Lookout" (BOLO) via Miami-Dade County municipal radio for a silver Hyundai involved in an aggravated assault with a firearm that occurred in Miami Beach. The suspect, a white male dressed entirely in black, had a verbal argument with the valet attendant at the suspect's condominium over a sticker attached to his vehicle. During the dispute, the suspect produced a firearm and threatened the valet's life. He then fled northbound on Collins Avenue in the silver Hyundai. Shortly thereafter, the vehicle was observed traveling northbound on Collins Avenue near 87th Street by a Miami Beach License Plate Reader (LPR) camera.

After receiving the BOLO, Officer Rafael Gomez immediately canvassed the area, anticipating locating the suspect's vehicle. After a brief search, Officer Gomez observed the vehicle traveling northbound in the 9300 block of Collins Avenue, with the driver matching the description provided in the BOLO. Officer Micah Smith, aware of the recently broadcast BOLO, heard Officer Gomez on the Miami-Dade County municipal radio channel stating he had located the suspect's vehicle headed northbound on Collins Avenue. Knowing that a violent felony had occurred, Officer Smith proceeded quickly toward Officer Gomez to assist in the safe apprehension of the suspect. Together, Officers Gomez and Smith conducted a high-risk traffic stop amid extremely heavy traffic and numerous pedestrians in the area. The officers ordered the driver out of the vehicle, taking due consideration for the surrounding public. The driver was then secured and taken safely into custody.

Upon being detained, the suspect spontaneously stated that he "had two firearms in the vehicle" and admitted to "having been drinking alcohol." Officers Gomez and Smith detained the suspect until he was transferred to the custody of the Miami Beach Police. The suspect was charged with felony aggravated assault with a firearm, burglary with assault or battery, and misdemeanor driving under the influence (DUI). Two firearms were recovered from the vehicle.

Officer Gomez and Officer Smith performed their duties professionally during this high-risk encounter. Officer Gomez's decisive actions and keen observational skills led to the removal of a violent individual from the streets of Surfside. Officer Smith's experience and instinct to assist his fellow officer in the safe apprehension of an armed suspect are commendable. Both officers are a credit to the high standards of the Surfside Police Department.

SURFSIDE POLICE DEPARTMENT

9293 HARDING AVENUE, SURFSIDE FL 33154 305.861.4862 WWW.TOWNOFSURFSIDEFL.GOV

Recommended by: A/S. Mathews #0091 **Date:** 6/05/2026

Immediate Supervisor: Sgt. M. Cruz #0111 **Date:** 06/04/2026

Major of Police: Makris #0082 **Date:** 6/18/2026

Chief of Police: **Date:** 6/18/26

To be completed by the Chief of Police or Designee:

☒ Officer/ Civilian of the Month ☐ Commendation

SURFSIDE POLICE DEPARTMENT

9293 HARDING AVENUE, SURFSIDE FL 33154 305.861.4862 WWW.TOWNOFSURFSIDEFL.GOV

Date of occurrence: August 16th, 2026

Employee Name: Ruben Ravelo and Rafael Gomez

Classification: Police Department

Unit/Division: Quality of Life Unit

Award/Commendation type and recommendations: Commendation

On Sunday, August 16, 2026, the victim reported that an unknown subject approached him and his wife as they were walking along the 9500 block of Harding Avenue. The subject began to antagonize and intimidate the victim as he and his wife were crossing the street. The subject unprovokedly attacked the victim after using derogatory remarks against him and the Jewish community. The victim's wife recorded this incident on her cell phone and showed it to police, where Officer R. Ravelo recognized the subject from a previous encounter.

On Wednesday, August 19, 2026, both Officers R. Ravelo and R. Gomez located the subject at his place of work, Flanigan's Bar & Grill (9516 Harding Avenue). The subject was in the restaurant's kitchen, where there was potential for danger and injury for officers and/or the subject, in arms reach of weapons scattered throughout the kitchen area. The subject was taken into custody without incident.

Officers R. Ravelo and R. Gomez performed their duties swiftly and professionally throughout this investigation and apprehension. They proactively assisted in searching for the subject at his last known address, the north end of Miami Beach, where he was known to frequent, as well as at his place of employment. The keen observational skills and decisive actions demonstrated by Officers R. Ravelo and R. Gomez ultimately led to the apprehension of the subject. The subject was subsequently charged with Battery with Prejudice and Harassment and Intimidation Based on Religious Beliefs. Officers R. Ravelo and R. Gomez's decisive actions, keen observational skills, and dedication to the investigation were instrumental in apprehending a violent subject within the Town. Their efforts are highly commendable and reflect great credit upon themselves and the high standards of the Surfside Police Department.

Recommended by: Kemuel Gambirazio #0135 **Date:** 8/31/2026

Immediate Supervisor: Rory Alberto #0334 **Date:** 8/31/2026

Interim Chief of Police: Jay Matelis #0048 **Date:** 8/31/2026

To be completed by the Chief of Police or Designee:

☐ Officer / Civilian of the Quarter ☒ Commendation

Town of Surfside
Regular Town Commission Meeting
November 10, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 1H.
Date: November 10, 2026
From: Sandra N. McCready, MMC, Town Clerk
Subject: Appointment of Boards and Committee Members

Suggested Action: – For the Town Commission to fill the vacancies on various committees.

Background/Analysis: – We are looking for the Town Commission to appoint members to the following boards and committees:

PERSONNEL APPEALS BOARD

Commissioner Travani	
Commissioner Vildostegui	
Commissioner Weingot	

BUDGET COMMITTEE

Commissioner Vildostegui	

POLICE OFFICERS TRUST

At large appointment	
At large appointment	

YOUTH COUNCIL

Commissioner Travani	

Town of Surfside
Town Commission Workshop
MINUTES
August 27, 2026
1:30 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1.A) Call to Order

Mayor Danzinger called the meeting to order at 1:40 p.m.

1.B) Roll Call of Members

Deputy Town Clerk Guevara called the roll with the following members present:

Present: Mayor Shlomo Danzinger, Vice Mayor Dayana Benmergui (remotely), Commissioner Andrea Travani, Commissioner Gerardo Vildostegui, and Commissioner David Weingot.

Also present: Acting Town Manager Sandra McCready and Town Attorney Lillian Arango.

1.C) Pledge of Allegiance

Interim Chief Matelis led the Pledge of Allegiance.

2) Mayor, Commission and Staff Communication

2.A) Budget Workshop, Discussion, and Direction for FY 2027 Budget

Mayor Danzinger introduced the item.

Budget Officer Andria Meiri provided a presentation on the Fiscal Year 2027 budget and the changes made.

Mayor Danzinger spoke regarding the vacant positions that are to be closed, as they have been vacant for a while and will be closed for that reason.

Budget Officer Meiri continued giving her presentation.

Commissioner Vildostegui referred to the elimination of positions and asked whether this depended on Amendment Three or if this will be part of the budget.

Budget Officer Meiri confirmed that this would be part of the budget, as it was unknown what would occur with Amendment Three passing. She stated that since they are adding $625,000 to reserves, that would help cover for the following year for any decrease they might have.

Mayor Danzinger informed that this budget was started in April. He identified the goal of being more responsible with spending. He spoke on the importance of prioritizing different projects and said that there was a list made during the Commission Workshop Retreat of those priorities.

Budget Officer Meiri stated that based on the millage rate and revenues made, they have $2.9 million to make any changes. She said that there is no capital project funding. She said that they are planning on putting a capital project plan moving forward. She stated that the main project is the Surfside Memorial.

Mayor Danzinger asked regarding the $3.9 million project.

Records Technician/Assistant to Town Clerk Alcala distributed copies of the initiatives from the July 20th Town Commission Retreat.

A discussion continued on the proposed budget and what has been spent and what has been given to the Town as grants.

Commissioner Weingot inquired whether the stormwater pumps were included in the budget.

Budget Officer Meiri clarified that this would come from a transfer fund built into the budget of $2.5 million.

Vice Mayor Benmergui asked whether the street lighting project should be in the budget.

Budget Officer Meiri responded that it was not.

Vice Mayor Benmergui noted that it should be included.

Mayor Danzinger opened the floor to public comment.

Eliana Salzhauer stated that this was the most important part of the Commission's role. She communicated that a Legislative Aide or a Chief of Staff was not necessary; she advised funding an Assistant Town Manager position instead. In addition, she spoke against funding a public relations firm.

Michael Karukin thanked the Town staff for presenting a thorough budget. He agreed with having a reconciliation schedule for the projects. Additionally, he asked about the Collins Avenue Water Main project and about the Downtown Alleyway project. He spoke against the plunge pool or sauna and raised concerns with other proposed projects. He inquired on

full-time employees (FTEs) and mentioned that when headcount is increased, there are pension liabilities. He stated that he did not see the Town Planner and the capital projects person being reflected in the FTEs. He referred to the capital projects as the most expensive portion.

Mayor Danzinger closed the floor to public comment.

Commissioner Travani asked regarding recurring costs and continued commenting on different parts of the budget that need to be fixed. He recommended revising the general fund. He spoke on the capital improvement projects and the cost. He spoke on different parts of the budget that will require extra spending. He stated that they should look at the capital project operating cost and that the $250,000 for the tennis center will be part of the capital improvement that needs to be done. He made suggestions that can be added to the tennis center. He stated that the $250,000 could be used for street end lighting. He asked regarding the Water Main Project being off the ballot, as the water main is not in good condition.

Budget Officer Meiri stated that that the $250,000 is from the Resort Tax Board Fund and will have no effect on the General Fund.

Mayor Danzinger stated that the $2.9 can be used for the Water Main Project and other initiatives.

Commissioner Vildostegui inquired about the Water Main Project.

Town Clerk McCready responded that they are working on the reimbursement. She stated that there were no construction funds available for the project.

Commissioner Vildostegui stated that he believes the state vetoed an appropriation for the Water Main Project. He proposed bringing back the canopy design as part of the Memorial, as it was the centerpiece of the project. He spoke regarding the tree giveaway which helps the Town to be part of the Tree USA designation. He stated that 'Legislative Aide' is the proper name rather than a Chief of Staff and sought clarification on this position and its salary. He outlined his issues with eliminations and other areas of the budget regarding the expenditure for the PR firm.

Budget Officer Meiri spoke regarding the funding for the Town projects and where they are in the budget.

Commissioner Weingot spoke on the communications expenditure and said that there are other quotes. He spoke on the 'It's a Surfside Thing' video segment approved by the Resort Tax Board. He spoke on the expenditure for the lobbyist, as he sees it as an investment. He asked Budget Officer Meiri if there will be an increase in taxes if they stay at the same budget they are proposing.

Budget Officer Meiri stated that the roll-back rate is advertised as a no increase in taxes at 3.783 the budget is built upon. She stated that it is advertised as an increase, only the roll back is not advertised as an increase.

Vice Mayor Benmergui stated that the millage rate last year was higher than what they are trying to lower it to.

Budget Officer Meiri continued to explain the matter.

A conversation was held on the millage rate and the difference between this year's and last year's.

Mayor Danzinger spoke on the idea of purchasing the home on Collins and Harding Avenue and how it does not need to be added to the budget, as it is an investment. He asked how much is in reserves.

Budget Officer Meiri stated that, based on the budget, they would have $18,000,000 in unassigned reserves and $11,000,000 in the committed reserves.

Vice Mayor Benmergui inquired about the building permit funds and if this was accounted for.

Budget Officer Meiri stated that it is not part of the budget.

Mayor Danzinger spoke on the usage of the Building and General Funds regarding the permit fees.

Building Official Salazar said some of this would come from the Building Fund, but there were funds charged outside the building fund. He explained that some of this might come out of the general fund.

Additional remarks were made on the matter and on other projects.

Vice Mayor Benmergui said she would like to speak about the solar powered lighting poles during the September meeting.

The elected officials discussed the possibility of solar power and panels in Town, with Town Attorney Helfman reminding that this option had to be offered by Florida Power & Light (FPL).

Mayor Danzinger spoke on the projects identified for the flooding, as money needs to be allocated.

Commissioner Travani stated that there is money allocated for the matter.

Budget Officer Meiri stated that it is part of a five-year plan where $2.5 million is allocated, as this is done in stages so $10 million would not be allocated all at once.

Mayor Danzinger spoke on the street end parks.

Acting Town Manager McCready stated that it would be approved for 2027.

Commissioner Travani stated that the groundbreaking should be in 2027.

Acting Town Manager McCready spoke on what the survey would entail.

The Commission engaged in a conversation on the shades for the tennis center.

Mayor Danzinger asked Parks and Recreation Director Perez regarding the pricing for the turf in the park.

Parks and Recreation Director Perez said the resodding was around $33,000 and reported that he did not yet have the costs for the turf.

Mayor Danzinger asked if the maintenance of 96th Street Park can be used from the Tourism Funds.

Budget Officer Meiri said that the funds will be from the General Fund.

Further comments were made on the subject.

Mayor Danzinger mentioned other projects and stated that they are overbudget.

Commissioner Weingot asked where the Town would need to be in the reserves compared to the operating budget.

Budget Officer Meiri answered the question. She stated that $18.5 million is in unassigned reserves and $11 million is in the funding policy. She stated that what is in the budget for 2027 would have had to be built by December 31st of 2025.

Mayor Danzinger spoke on the proposal for street signs and spoke on its pricing. He then mentioned how they are over the budget.

Commissioner Travani brought up the Legislative Aide and the communications firm and asked if a lower budget can be aimed for the communications, as it can be more strategic.

Mayor Danzinger spoke on the reasoning behind the pricing for the communications item. He mentioned which proposed projects they are over budget for.

A conversation was held regarding the budget for these projects.

Commissioner Vildostegui asked regarding the synthetic turf.

Parks and Recreation Director Perez spoke on the maintenance of the turf and said he is waiting for a quote from three vendors.

A conversation was held regarding the maintenance of the turf.

Commissioner Travani asked regarding the Legislative Aide position.

Mayor Danzinger outlined why he needed the Legislative Aide.

A conversation ensued on whether all the Commissioners would receive

help as well, with Commissioner Vildostegui disagreeing that the Mayor should have a legislative aide when the rest of the elected officials did not.

Mayor Danzinger advocated for lobbying and for appropriations and stressed that the Mayor had a separate role from the Commissioners.

A conversation was held regarding appropriations and lobbying.

Commissioner Travani also raised concerns with only the Mayor getting a Legislative Aide.

Commissioner Weingot suggested that each Commissioner receive a budget for a paid intern to help them.

The discussion continued on how to move forward and on different projects.

Commissioner Vildostegui confirmed his support for gradually lowering the millage rate, so future Commissions may continue decreasing it.

Commissioner Travani asked how much was contributed to the reserves in the past.

Budget Officer Meiri responded that at least $10 million in the last year was contributed from reserves.

Commissioner Travani raised a question on the Water Main.

Public Works Director Eugent answered that it was 40 years old but there had been no significant breakage.

Commissioner Travani asked when the last inspection was done which created concerns.

Public Works Director Eugent clarified that the valves had been underground for a very long time and there had been a higher demand. He added that the aim was to upgrade the entire Water Main and said the pipe was changed.

Commissioner Travani inquired whether they were in normal working condition, and Public Works Director Eugent confirmed that he would get this information.

Mayor Danzinger noted that it was important for the Commission to improve its communication to the public, and Commissioner Vildostegui expressed his disagreement with this point.

Commissioner Weingot announced that he was working on the rollout of the water taxi. He shared that he hoped to secure State grants and private funds for this as well.

Dialogue continued on the initiative, with Commissioner Weingot saying he hoped to finance this from the Tourist Fund.

Vice Mayor Benmergui queried whether the Finance Director was included in the budget.

Mayor Danzinger replied that it was not, but that the firm was acting as the Finance Director.

Vice Mayor Benmergui asked whether a raise for Acting Town Manager McCready was budgeted for.

Mayor Danzinger inquired whether comparable rates were being allocated for.

Budget Officer Meiri clarified that there was a $220,000 merit allocation for nonunion staff.

Vice Mayor Benmergui stated that Ms. McCready's pay as Town Clerk was lower than nearby municipalities. She recommended increasing it for the upcoming fiscal year and also said she should be the permanent Town Manager for her many years of service.

Mayor Danzinger agreed that every department head should be appropriately compensated and said the Town should look into comparable municipal position salaries.

Acting Town Manager McCready and Budget Officer Meiri confirmed that the study on salaries was in the budget.

Budget Officer Meiri reiterated that $220,000 was the merit allocation for nonunion employees.

Mayor Danzinger asked how a $20,000 increase would be handled, and Budget Officer Meiri explained that a budget amendment would be needed for this.

A conversation took place on competitive wages and where the Town stood.

Mayor Danzinger expressed a preference of budgeting for salary increases beforehand and advised Acting Town Manager McCready to work with Budget Officer Meiri on this matter.

Commissioner Vildostegui raised a question on what would take place in the September 8 Budget Hearing.

Budget Officer Meiri answered that the Commissioners would determine a millage rate that day, reminding that they could not raise it more than what was advertised. She added that they would decide if the rate was to be altered and that the second hearing was to be the final hearing.

FY 2027 Proposed Budget

3) <u>Adjournment</u>

The workshop was adjourned at 3:43 p.m.

Accepted this _____ day of _____, 2026.

_____
Mayor Danzinger

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

Town of Surfside
Town Commission
MINUTES
October 13, 2026
7:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1A.) Call to Order

Mayor Danzinger called the meeting to order at 7:08 p.m.

1B.) Roll Call of Members

Deputy Town Clerk Guevara called the roll with the following members present:

Present: Mayor Shlomo Danzinger, Vice Mayor Dayana Benmergui, Commissioner Andrea Travani, Commissioner Gerardo Vildostegui, and Commissioner David Weingot.

Also present: Acting Town Manager Sandra McCready and Town Attorney Stephen Helfman.

1C.) Pledge of Allegiance

Interim Chief Matelis led the Pledge of Allegiance.

1D.) Invocation

An invocation was not heard.

1E.) Agenda and Order of Business Additions, deletions and linkages

Commissioner Vildostegui made a motion to move item 5C to be heard after Section 1. Vice Mayor Benmergui seconded the motion. Motion carried with a vote of 5-0.

Commissioner Vildostegui requested that item 3L be moved out of the consent agenda.

Mayor Danzinger instructed that these changes could be made when the consent agenda was discussed.

Town Attorney Helfman called for the deferment of item 4A1 to the next regular Commission meeting.

Commissioner Weingot made a motion to defer item 4A1 to the next regular Commission meeting. Vice Mayor Benmergui seconded the motion. Motion carried with a vote of 5-0.

1F.) Mayor and Commission Remarks

Mayor Danzinger introduced the item, greeting everyone and thanking them for attending. He acknowledged that September was National Hispanic Heritage Month, recognizing all the Hispanics in South Florida and voicing his appreciation for the diversity of the region.

Commissioner Vildostegui described his contentment with the number of people in attendance at the meeting. Moreover, he reported that he had participated in the Florida League of Cities Institute for Elected Municipal Officials II during the past weekend. He referred to the training as enlightening and challenging and recommended it to his fellow elected officials. He announced that the following week, Bay Harbor Islands would be hosting its Community Night Out and the Town would have the Halloween Spooktacular. In addition, he elaborated on an upcoming event on November 6 between the Town and Bay Harbor Islands called the Surfside Bike Bus to encourage Ruth K. Broad Bay Harbor K-8 Center (Ruth K. Broad) students to bike to school in a group led by local police officers. He shared that Miami Springs and Pinecrest served as the inspiration for this initiative. He also mentioned that a team from Surfside would be participating in the November 21 Alzheimer's Association's Walk to End Alzheimer's, noting that the Association had been featured in the Town's past Community Resource Fair. He communicated that he would be walking in honor of his mother, Marta Vildostegui, who was a lifelong Surfside resident and had Alzheimer's disease. He asked anyone who was interested in the walk or the Association to reach out to him directly.

Commissioner Travani expressed his happiness regarding the Mentoring Miracles members' attendance at the meeting. He added that residents had contacted him regarding Florida Power & Light (FPL) outages and reported that he had been working with the Acting Town Manager to resolve the issue. He said drone surveying could be helpful in examining the cause of the outages.

Commissioner Weingot also thanked the Mentoring Miracles team for their presence and for their work. He extended his gratitude to the Town staff for their dedication and assistance to the residents.

Vice Mayor Benmergui stated that she was glad to see Mentoring Miracles in attendance, as they represented the next generation of leaders. She noted that she had briefly appeared at the Town's recent Celia Cruz tribute event, saying that it was wonderful and commemorative of Latin culture.

Mayor Danzinger informed that Coffee with the First Responders, planned by the Town's Police Department, was to take place on October 15 and the Miami-Dade County Fire Rescue team would be there as well. He also

announced that the Surf-Bal-Bay Night Out was taking place the week after, which would feature the community police departments. He stated that the Halloween Block Party was returning on Halloween night.

The Commission took a photograph with the Mentoring Miracles members.

1G.) Recognition of Outstanding Public Service and Intergovernmental Partnership During the September 1, 2026 Water Main Emergency

Mayor Danzinger introduced the item.

Acting Town Manager McCready recognized the Public Works Department employees who responded quickly following the Water Main's breakage. She also thanked Bay Harbor Islands Public Works Director Randy Stokes and Bay Harbor Islands Assistant Public Works Director Kenny Chaviano, as well as Bay Harbor Islands' Town Manager, Lindsley Noel, for allowing his employees to assist with the emergency and for supporting the Town. She also thanked Bay Harbor Islands Town Clerk Evelyn Herbello, noting that the response served as an example of neighboring municipalities supporting each other.

Mayor Danzinger concurred with Acting Town Manager McCready's statement and added that it was a pleasure to show appreciation for the Public Works Department. He also thanked Mr. Noel for aiding the Town.

Former Public Works Director Stokes, now Public Works Director of Bay Harbor Islands, acknowledged that Town Manager Noel allowed them to help Surfside and that Surfside's Public Works team was very efficient. He expressed that he was happy to help the Town he had worked so many years for, expanding upon his long friendship with Acting Town Manager McCready, and emphasizing that the two towns should continue collaborating in the future.

1H.) Approval and Presentation - Red Ribbon Week Proclamation

Mayor Danzinger introduced the item.

Commissioner Weingot made a motion to approve the proclamation to the Young Marines. Vice Mayor Benmergui seconded the motion. Motion carried with a vote of 5-0.

Carlos Alvarez of Young Marines spoke about the purpose and mission of the mentorship program and elaborated on Red Ribbon Week.

Mayor Danzinger detailed his appreciation for the Young Marines and presented them with a proclamation.

Cover Page
Red Ribbon Week Proclamation Request Letter
Red Ribbon Week Request - Oct 2026

1I.) Appointment of Boards and Committee Members

Cover Page

Mayor Danzinger introduced the item. He nominated Lauren Bardos to the Budget Committee. Commissioner Weingot seconded the nomination. Motion carried with a vote of 5-0.

Commissioner Vildostegui nominated Victor May to the Budget Committee and asked whether he was qualified.

Mayor Danzinger pointed out that Mr. May did not fit all of the criteria, going through the list of required credentials for Budget Committee members.

Commissioner Vildostegui nominated Victor May to the Budget Committee, pending satisfaction of the criteria.

Vice Mayor Benmergui communicated that she did not think Mr. May was qualified for the Committee.

A conversation continued on whether or not Mr. May was qualified to serve on the Committee.

Commissioner Weingot nominated Michael "Misha" Greenblatt to the Youth Council.

Vice Mayor Benmergui nominated Rivka Ginsburg to the Youth Council.

Deputy Town Clerk Guevara informed that the Council had not been able to meet, due to members not submitting their Parental Consent Forms to the Town Clerk's Office. She asked the Commissioners to reach out to their appointees to submit these forms.

Mayor Danzinger nominated himself to the Miami-Dade County League of Cities, with Commissioner Weingot as an alternate. He addressed Commissioner Vildostegui and briefed that he could also attend meetings and conferences. The nominations carried with a vote of 5-0.

Vice Mayor Benmergui nominated William Blumenkranz to the Police Officers' Pension Trust Fund Board.

Mayor Danzinger pointed out that Mr. Blumenkranz was already on the Sustainability and Resiliency Committee.

Acting Town Manager McCready advised that he could sit on two boards if it was not considered dual officeholding.

Town Attorney Helfman communicated that unless there was an internal policy prohibiting an individual from serving on two boards, the other prohibition would be the State's dual officeholding law. He elaborated that this only applied to groups with decision-making power.

Vice Mayor Benmergui inquired whether Iris Herssein could be appointed at-large to the Police Officers' Pension Trust Fund Board, although she was already on the Personnel Appeals Board.

Town Attorney Helfman clarified that the Personnel Appeals Board was a decision-making board and she could not sit on two of these.

Mayor Danzinger recommended consulting with applicants before appointing them to a second board.

Acting Town Manager McCready stated that they could be asked whether they would like to be on more than one board.

Commissioner Weingot brought up changing the Resort Tax Board's name back to "Tourist Board," and asked Town Attorney Helfman to explain this request.

Town Attorney Helfman noted that this item was on the following week's special Commission meeting agenda. Nonetheless, he advised that the Board's name could be modified by an ordinance approved by the Commission. He concluded that action could be taken during the current meeting or at the special one.

Commissioner Weingot directed the Town Attorney to bring back an ordinance to change the Resort Tax Board name to the "Tourist Board." Motion carried with a vote of 5-0.

5) Resolutions and Proclamations
If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

5A.) <u>Hawthorne Tot Lot Automated Self-Cleaning Bathroom</u>

Mayor Danzinger introduced the item.

Deputy Town Clerk Guevara read the title of the resolution into the record.

Mayor Danzinger reminded that this item was approved in this year's budget and that the Town had found one vendor who offered the service. He remarked that many parents had asked for a bathroom in the Tot Lot, noting that staff and maintenance would be required for a regular bathroom. He expanded upon the function of the self-cleaning bathroom and referred to it as an answer to potential challenges with building a bathroom. Moreover, he stated that the final cost would be $322,000, so the originally budgeted $300,000 would need to be amended. He also mentioned that many of the people who attended the park also observed the Sabbath and an automated bathroom could cause issues. Therefore, he reported that the vendor had manual options and timers as well. He requested that the resolution be passed with the addition of $22,000, on the condition that the Town ensure that the sink, toilet, and items within the restroom were acceptable for the Sabbath.

A video displaying the self-cleaning bathroom was shown.

Commissioner Weingot made a motion to approve the resolution with the

addition of $22,000 and the modification to the apparatuses, ensuring that Sabbath observers may use them. Vice Mayor Benmergui seconded the motion.

Mayor Danzinger opened the item to public comment.

Jeffrey Zomper inquired whether there was only one vendor for the restroom, which Mayor Danzinger confirmed.

Mayor Danzinger closed the item to public comment.

Commissioner Vildostegui stated that he was willing to support the item. He communicated that he was present at the Parks and Recreation Committee meeting where this item was discussed, specifying that his appointee, Shea Schneider brought it forward. He concurred that this would address the problem of parents needing to take their children home to use the bathroom. However, he acknowledged that gaining input from Committees would be beneficial; for instance, he said he would want the Planning and Zoning Board to review the structure's design and the Parks and Recreation Committee to provide advice as well. He detailed that the boards and committees' expertise would enhance the project. Furthermore, he added that the Commission should not vote on this yet, saying a site plan should be viewed. He suggested deferring action on the item and submitting it to the Planning and Zoning Board.

Commissioner Travani extended his support for this initiative. He pointed out that the vendor should not be paid in full prior to receipt of the restroom. He noted that leverage was necessary and asked whether a sceptic tank would be incorporated.

Mayor Danzinger answered that there would be no sceptic tank and that it would be connected to the utilities.

Commissioner Travani expressed that installing the structure outside the fence in the park might not be the ideal solution. He proposed modifying the fence to place the bathroom within it.

Mayor Danzinger shared that the company would be visiting to fully assess the area, but said its staff had looked at the site online and identified that the large tree used to be in the southeastern part of the park. He explained that utilities would have to be connected to it and that the restroom would be prefabricated and lowered with a crane, which could cause issues.

Commissioner Travani inquired whether the vendor would be open to slight changes in design.

Mayor Danzinger informed that it could be customized and outlined the requirements which were shared with the manufacturer, such as an air conditioning and a sky light. He remarked that the Acting Town Manager and the Town Attorney would be reviewing the contract.

Commissioner Vildostegui raised a question on whether trees would be removed to facilitate the addition of this structure.

Mayor Danzinger responded that no trees would be eliminated and that this particular tree had fallen a few years back.

A discussion was held on the tree and whether trees would be removed.

Mayor Danzinger reiterated that nothing was final and that the bathroom was premade.

Commissioner Vildostegui asked who would approve the final siting and restated that the Planning and Zoning Board should provide input on this.

Mayor Danzinger advised that some of the requirements would not be up to the Commission.

Commissioner Weingot noted that the sky light should be made of one-way glass. He thanked the Mayor for his research and confirmed his support for advancing the project.

Mayor Danzinger stated that the project would take some months and that the Acting Town Manager could present various designs.

Commissioner Weingot sought clarification on whether the price was all-inclusive.

Mayor Danzinger stated that the Town would have to provide the platform and that the company would coordinate with Public Works on the utilities and requirements.

Commissioner Vildostegui requested that the Acting Town Manager bring this back to the Commission before anything was built.

Mayor Danzinger agreed with this.

Acting Town Manager McCready confirmed that she could present different design options.

Commissioner Vildostegui asked for a site plan or a rendering.

Acting Town Manager McCready highlighted that there were a few site plans in page 430 of the agenda packet. She said she could work on obtaining a rendering.

Commissioner Vildostegui and Commissioner Travani reiterated that they would like to see a rendering.

Further comments were made on the matter and whether or not it should go to the Planning and Zoning Board beforehand.

Mayor Danzinger maintained that the purpose of this discussion was to approve the item.

Commissioner Vildostegui asked for confirmation that the Commission would see the site plan.

Additional remarks were shared on how to move forward.

Mayor Danzinger asked Town Attorney Helfman if he was able to review the contract's payment terms.

Town Attorney Helfman stated that his firm had reviewed the agreement for legal sufficiency.

Mayor Danzinger addressed Commissioner Travani's concerns and inquired whether it would be possible to pay in installments rather than all at once before receiving it, and Town Attorney Helfman confirmed that this could be looked into.

Commissioner Vildostegui asked Mayor Danzinger if a site plan would be reviewed before construction, and Mayor Danzinger responded that it would be proposed at a meeting.

Commissioner Weingot amended the motion to approve the resolution with the addition of $22,000 and the modification to the apparatuses, ensuring that Sabbath observers may use them and that the contract's payment terms be addressed to assure that the restroom was satisfactorily delivered. Vice Mayor Benmergui seconded the amended motion.

The amended motion carried with a vote of 5-0.

Cover Page

Resolution Approving Purchase of Automated Restroom from Urben for Hawthorne Tot Lot

Quote - Single Self-Cleaning Unit

Proposed Plan - Single Self-Cleaning Unit

5B.) <u>Additional Funding for Finance Department Support and FY 2025 Audit Preparation Services.</u>

Cover Page

Resolution Approving Additional Services and Expenditure to Fierman Accountants

Surfside Estimate for Continued Support 10.1.2026

Courtesy Discount for Continued Support 10.1.2026

Mayor Danzinger introduced the item.

Deputy Town Clerk Guevara read the title of the resolution into the record.

Acting Town Manager McCready established that Fierman Accountants & Advisors had been assisting the Finance Department because of its many vacancies, detailing that another member of the team had been lost on Monday, September 28. She announced that the Town was in the background check process for a new Finance Director, who had accepted the offer. Furthermore, she reported that these funds would allow for services for up to 12 weeks, as needed, stating that the audit process and additional items still needed to be completed.

Commissioner Weingot made a motion to approve the item. Commissioner Vildostegui seconded the motion.

Acting Town Manager McCready asked that the word 'preparation' be added after the phrase 'complete the 2025 audit' on page 440 of the packet and page 2 of the resolution.

Commissioner Weingot amended the motion to approve with the addition of the word 'preparation'. Commissioner Vildostegui seconded the amended motion.

Mayor Danzinger inquired why the 2025 audit had not yet been finalized.

Commissioner Weingot asked what part of the original scope was not completed under the original spent.

Acting Town Manager McCready answered that this could be found under the Town Manager's report item on page 498, specifically within the Finance Department attachment. She outlined that the capital assets were nearly finalized, the debt and compensated absences entries were in process, and the pension reporting was awaiting a third party. She asked Andrew Fierman whether he had anything else to add.

Andrew Fierman confirmed that everything was on track based on the timeline agreed upon with the auditors. He reported that the planning information had been obtained prior to October 5 as discussed. He also shared that the fieldwork information was set to be received by October 19 and that he planned to submit everything by October 16. He said the firm had provided ongoing support for the audit process.

Commissioner Weingot raised a question regarding which part of the additional funding was to complete the audit preparation.

Mr. Fierman stated that these were the three items listed by the Acting Town Manager.

Commissioner Weingot further inquired what percentage of the new approval this would constitute in dollar amounts.

Acting Town Manager McCready clarified that the sum would not be an exact figure because this was on an as needed basis

Commissioner Weingot asked whether the new proposal was not to exceed $193,220.

Acting Town Manager McCready confirmed this.

Commissioner Weingot explained that the additional funds being spent were justified due to the vacancies within the department.

Acting Town Manager McCready reported that an assessment had been done on the amount which would have been paid without those vacancies, sharing that the total amount was about $11,000 for weekly salaries and that it would have been around $18,000 with benefits. She informed that this included the Finance Department personnel, saying only one team member was listed.

Motion carried with a vote of 4-0, with Mayor Danzinger absent.

5C.) Approval of a Social Media, Gazette Guidelines and Journalist Policies.

Cover Page
DRAFT Social Media Policy
DRAFT Surfside Gazette Policy
DRAFT Media and Journalist Policy
Reso Approving Social Media Policy, Gazette Policy, Media Policy

Item was heard as Item 5A.

Mayor Danzinger introduced the item.

Commissioner Weingot made a motion to approve the new policies presented to the Commission. Mayor Danzinger seconded the motion.

Acting Town Manager McCready briefed that the Town worked with its new communications consultant to develop clear social media, Gazette, and media policies.

Mayor Danzinger opened the item to public comment.

Jeffrey Zomper urged the Commission to defer the item until a document could be drafted regarding the differences between the former social media policy and the currently proposed one. He questioned how these compared.

Eliana Salzhauer stated that the social media policy was not being respected, since the Town was reposting the elected officials' personal posts. She spoke against the provision of the new social media policy which read that the Town should circulate personal content. Furthermore, she said the public relations (PR) firm or the Commission could not decide what 'defamation' meant and expanded upon what should count as defaming. She mentioned that the Mayor blocked a resident from his social media page, maintaining her stance that this should not be done. She commented that she had requested to be added to Commissioner Weingot's email distribution list, raising concerns with his failure to include her.

Mayor Danzinger closed the item to public comment.

Mayor Danzinger addressed Ms. Salzhauer, noting that no one was blocked from his page. He informed Mr. Zomper that the prior policy was created by someone with no experience in local government or marketing. On the other hand, he shared that the current ones were being proposed by the marketing consultant and were reviewed by the attorneys, which he said made them more trustworthy.

Evan Ross of Public Communicators Group established that the social media policy was based on what had been used for other municipalities, although it was adjusted based on the location. He communicated

that collaborating on social media posts was not a feature of applications in the past, but now it was possible and had to be accounted for in the policy. He explained that the policy would be consistently updated and improved.

Commissioner Vildostegui agreed with Mr. Zomper regarding deferring the item until the social media policies could be compared. He identified this as a positive step for establishing detail, since the Town Manager would have ultimate responsibility over content. He raised concerns with Acting Town Manager McCready's interpretation that elected officials' requests should be accepted if there was no policy in place. He reported that the policy clarified that the main authority was with the staff, which he agreed with. Additionally, he stated that when a post was collaborative and a resident was blocked by an elected official, they would also be blocked from seeing Town postings. He referred to this as a First Amendment issue and said it should be included in the policy. He also cited page 449 about appropriate hashtags and spoke against past instances of adding partisan tags, recommending that the staff be able to bar collaborations when they failed to adhere to Town guidelines. He elaborated upon campaign posts which he did not feel were adequate to appear on the Town's accounts. He raised issues with the Interim Chief of Police shaking hands with a candidate running for office, because this could be confused as an endorsement. He acknowledged Ms. Salzhauer's statement about defamation as valid, noting that there should be reference to the Miami-Dade County Code of Ethics and the First Amendment as governing the policies.

Mayor Danzinger highlighted that the Town already had to adhere to State law and the Sunshine law, so some points did not need to be incorporated in the Town policy.

Mr. Ross specified that his firm would make recommendations and the Town Manager would ultimately make decisions. He clarified that each of the Town's posts should follow this policy and agreed to make amendments, if necessary. Moreover, he recounted moments where a collaboration was not acceptable because it did not fit the social media strategy and expanded upon the subject, stressing that the municipality should be the one requesting collaborations. He commented that elected officials would be invited to collaborate if they were featured on a post and that the Town would have joint posts with associations it worked with. He deferred to the Town Attorney on the defamation issue and on the County Code of Ethics provision.

Commissioner Travani asked the Town Attorney regarding what defamation encompassed.

Town Attorney Helfman recommended that the policy prohibit defamation.

Commissioner Travani emphasized that the policies should promote a nonpartisan approach. He sought clarification from Mr. Ross about his perspective on equal airtime.

Mr. Ross stated that he referred to this as equal opportunity, outlining that the Mayor would have prominence because he was the Town's figurehead. He elaborated that his firm attempted to create equal opportunity for the

rest of the Commissioners.

Commissioner Travani inquired whether the Gazette would be managed internally, which Acting Town Manager McCready confirmed.

Commissioner Travani stressed that the Gazette policy should also state that all matters focused upon should be nonpartisan and that each Commissioner should have uniform opportunity.

Mr. Ross clarified that there should be a reasonable balance for coverage of elected officials.

Acting Town Manager McCready pointed out that the Commissioners should provide content to staff for the Gazette and that not everyone participated each month.

Vice Mayor Benmergui expressed that any candidate should be allowed to come to the Town to introduce themselves. She emphasized the need to make connections with politicians of any party, especially with Tallahassee, since the capital was highly influential to Surfside's initiatives.

Mr. Ross explained that these policies pertained to Town communications and did not deal with individual Commissioners' social media accounts.

A conversation ensued on what was acceptable and what was not.

Vice Mayor Benmergui requested that an image of Commissioner Vildostegui claiming Surfside was a dictatorship be projected.

Mr. Ross responded that the Town Attorney and the Town Manager should be consulted with on issues of defamation but maintained that his firm would remove irrelevant comments.

Vice Mayor Benmergui commented that the staff and elected officials should positively promote the Town. She questioned whether the message Commissioner Vildostegui presented could be published in the Gazette.

Mr. Ross confirmed that nothing like the photograph portrayed would be in the Gazette, since the Town utilized its resources for beneficial promotion.

Mayor Danzinger justified why he allowed the Commissioner to show the image, clarifying that he did not intend to shut down free speech.

Mr. Ross revealed that his firm did not wish to interrupt routines due to an election and elaborated on this statement.

Commissioner Weingot agreed with Vice Mayor Benmergui that Commissioner Vildostegui's assertion was problematic and wasteful of the Town's resources.

Commissioner Vildostegui cited a gubernatorial campaign event which was on the Gazette and on the Town's social media, questioning whether the policy allowed for this.

Deputy Town Clerk Guevara read the title of the resolution into the record.

The motion on the table carried with a vote of 5-0.

6) Good and Welfare (Set for approximately 8:15 p.m.)
Public comments for subjects or items not on the agenda.

Mayor Danzinger opened the floor to public comment.

Joanna Hoffman introduced herself and advocated for reimplementing the Community Relations Board. She stated that the Board was not negative and that it unified the Town through its events.

Eliana Salzhauer shared her support for the community utilizing media to bring everyone together. She referenced the October Gazette and told the elected officials they should not have been the sole focus of the publication. Moreover, she remarked that the front page should feature the Town Manager and not the Mayor; she urged the Commission to respect the residents.

Jeffrey Zomper mentioned the Parking Fund matter with the Shul, reminding that the Town did not receive the $2,000,000 they agreed to pay. He commented that the Town did not have to do an audit on this and that resolutions could be used to gauge what was owed. He said the legal question had to do with when the payments were to be made and advised the Town Commission to have the Town Attorney review this.

Mayor Danzinger closed the floor to public comment.

Mayor Danzinger addressed Ms. Hoffman's comments about the Community Relations Board, detailing that the Commission had faced issues developing the Charter for the Board and that the elected officials had to focus on the open boards before reimplementing more boards. Furthermore, he clarified that the Town's goal was to be transparent with its residents through the Gazette. He expressed that elected officials attending events was not to be deemed negative. He acknowledged Mr. Zomper's concerns and agreed that there was a legality issue, because the Shul did not receive the parking spaces which were supposed to be allocated for them. He also disclosed that there were many priority items for the Commission to look into and said the upcoming budgets were estimated and had not been finalized.

Commissioner Travani confirmed that the Shul issue was being reviewed and was not being neglected.

Commissioner Vildostegui thanked Ms. Hoffman for bringing up the Community Relations Board, saying he had attempted to reestablish the Board, but opposition was faced. He stated his belief that the majority of the Commission was not open to differing viewpoints from their own and explained that the Board was in charge of handling sensitive issues. He brought up the October 7 resolution and specified that the Board would have helped in talking through that topic. In addition, he agreed with Ms. Salzhauer that the Gazette was changing for the worst and recognized Mr. Zomper's concerns about the Shul agreement.

Vice Mayor Benmergui expressed her view that Commissioner Vildostegui was not openminded and did not want to engage in fair discussions. She told Ms.

Hoffman that she would support the Board if it focused on positive events and did not become an activist group.

Mayor Danzinger advised Commissioner Vildostegui not to speak for the rest of the elected officials.

2) Quasi-Judicial Hearings

2A.) <u>An Amendment to Section 3, Condition A.3.E of Corrected Resolution No. 2022-Z-2955 for the Property Located at 9309 - 9317 Collins Avenue, Regarding Dune Restoration Work</u>

Cover Page
Resolution Modifying Resolution 2022-Z-2955 Condition Re Dune Work
MOU Dune Improvements 3

Mayor Danzinger introduced the item.

Deputy Town Clerk Guevara read the title of the resolution into the record.

Commissioner Weingot made a motion to approve the resolution. Mayor Danzinger seconded the motion.

Acting Town Manager McCready reported that the Town undertook the complete dune project from 96th Street to 87th Terrace. She added that the Town was in an agreement with 93 Ocean that if the resolution passed, they would pay the Town $332,849.83 for the part of the dunes behind the building.

Mayor Danzinger outlined that the original development order called for them to fix the dune. However, he noted that since this was a Town project partly funded by the State, the Town was requesting the money instead.

Town Attorney Helfman clarified that this was a quasi-judicial matter.

Mayor Danzinger opened the public hearing.

Graham Penn requested approval of the amendment to the resolution.

Mayor Danzinger closed the public hearing.

Motion carried with a vote of 5-0.

3) <u>Consent Agenda</u>

<u>All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.</u>

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Mayor Danzinger pulled out items 3I and 3J for discussion immediately following the consent agenda.

Commissioner Vildostegui pulled out item 3L for discussion.

Acting Town Manager McCready stated that 3I would become 5D, 3J would be 5E, and 3L would be 5F. She disclosed that a sewer pump failed the day before and asked the Commission to amend the resolution on item 3K to increase the amount to be accepted from $28,694 to $46,694 to fix the third broken pump as well.

Vice Mayor Benmergui made a motion to approve the consent agenda with the modified amount not to exceed $46,694 for the resolution in item 3K, minus items 3I, 3L, and 3J.

Commissioner Vildostegui clarified that he no longer wanted to pull item 3L and would briefly discuss it here. He conveyed his gratitude for Miami Beach Senior High School and mentioned that the school was celebrating its 100th anniversary this year. Furthermore, he commented that the Class of 1976 was being spotlighted and recognized key Town residents and neighbors who graduated from the school that year.

Vice Mayor Benmergui amended her motion to approve the consent agenda with the modified amount not to exceed $46,694 for the resolution under item 3K, minus items 3I and 3J. Mayor Danzinger seconded the motion. Motion carried with a vote of 5-0.

3A.) Approval of Minutes

2026-08-27 Special Town Commission Meeting Minutes
2026-09-03 Regular Town Commission Meeting Minutes
2026-09-08 Special Town Commission Meeting Minutes
2026-09-08 Town Commission Budget Hearing Meeting Minutes
2026-09-22 Town Commission Budget Hearing Meeting Minutes
2026-09-22 Special Town Commission Meeting Minutes

3B.) Boards and Committees Meeting Minutes

July 30, 2026 Planning and Zoning Board Meeting Minutes
August 3, 2026 Resort Tax Board Meeting Minutes
August 19, 2026 Parks and Recreation Meeting Minutes
August 20, 2026 Sustainability and Resiliency Committee Meeting Minutes
August 27, 2026 Planning and Zoning Board Meeting Minutes

3C.) FY2027 Service Contract – Premier Bounce N Slide Party Rentals, LLC.

Cover Page
Reso-Premier Bounce N Slide- FY 2026-2027
Agreement Premier Bounce Events Contract 2027

3D.) Approving Youth Sports Programming for FY 2027

Cover Page
Resolution AB Athletics FY 2027
AB Athletics LLC FY 2027- Contract

3E.) Resolution Approving the Re-appointment of Richard Gendler as Special Master Code Compliance

Cover Page
Resolution Approving Appointment of Richard Gendler as Special Master Code Compliance
Richard Gendler- CV
Agreement with Richard Gendler LLC Special Master Services 2026

3F.) LagomHR- HR Consultant Services

Cover Page
Resolution Approving LagomHR for HR Services
LagomHR INC Professional Services Agreement 10-03-2026

3G.) Town Hall 40 Year Recertification

Cover Page
Reso Approve Proposal and Project Agreement Kimley Horn - Town Hall Recertification
Proposal Surfside 40 Year Certification
Project Agreement Kimley Horn - Town Hall Recertification

3H.) Resolution Approving Granicus Government Transparency Suite Upgrade

Cover Page
Resolution Granicus Upgraded Services
Granicus Service Agreement - Second Amendment

3I.) <u>Compensation & Classification Study Proposals</u>

Cover Page
Resolution Classification Compensation Study
Evergreen Solutions LLC
JER HR Group
CR Compensation Resources
LagomHR Compensation Study Proposal
Town of Surfside Proposal Comparison

Item was heard as Item 5D.

Mayor Danzinger introduced the item. He explained that there were six recommendations included in the item but sought clarification on which one was being approved.

Deputy Town Clerk Guevara read the title of the resolution into the record.

Acting Town Manager McCready shared that she had provided a summary of each firm on page 291. She recommended advancing LagomHR,

since the firm had submitted the lowest cost proposal and its staff had already been working with the Town. In addition, she revealed that the consultant would perform benchmarking to ensure comparable rates were included in the study. She specified that the proposal put forward was for $16,250 and that there would be savings, as $25,000 had been budgeted.

Commissioner Travani made a motion to approve the proposal from LagomHR. Commissioner Weingot seconded the motion.

Mayor Danzinger opened the item to public comment.

Jeffrey Zomper said compensation studies were common in the private sector but not in the public sector, expanding upon the practices of the private sector and outlining that in this case, all the information would be available to the public. He asked whether the studies would be done for all positions and advised that the Commission level set the employees' expectations and the responsibilities of the consultant. Furthermore, he cautioned that the Town should not be in the 89th percentile for a job, adding that the Town should be between the 25th and 75th percentiles for positions.

Mayor Danzinger closed the item to public comment.

Mayor Danzinger declared that the Town had not completed a study since 2023 and that the Town's staff deserved to be compensated because of the turnover in administration every two years. He stated that the Town should be paying employees fair market values.

Motion carried with a vote of 5-0.

3J.) <u>Approving Amendment No. 1 to the Project Agreement with Kimley-Horn and Associates, Inc. for Solar-Powered Street Corner Lighting as Part of the Townwide Street Lighting Improvements Project</u>

Cover Page
Resolution Approving 1st Amendment to Project Agreement Kimley Horn - Street Lighting Improvement Program
Exhibit A -KHA Street Lighting Improvement Amendment 1
Exhibit B - Project Agreement with KHA for Street Lighting
Prelim Project Schedule (Rev1)

Item was heard as Item 5E.

Mayor Danzinger introduced the item.

Deputy Town Clerk Guevara read the title of the resolution into the record.

Mayor Danzinger reported that the Commission requested a breakdown of costs and a plan for the solar street lighting option.

Public Works Director Eugent stated that the project would be completed faster with Florida Power & Light (FPL), as opposed to pursuing an Item to Bid (ITB), waiting to obtain a full design, and awaiting a contractor to move forward with the solar alternative. He also highlighted that maintenance for

solar lighting would be more expensive for the Town.

Mayor Danzinger reminded that the possibility of having only some solar lighting was put forward. Furthermore, he acknowledged that this would be a new project, whereas FPL would install the lights with the Town's design input in a timely manner. He shared that he had communicated with engineers specialized in lighting, who had strongly advised against implementing solar lighting in a coastal municipality. He stressed that the residents needed safer lighting and could not afford to wait any longer.

Commissioner Travani inquired whether the solar lights at intersections would be considered a separate project from the FPL lighting.

Luis Armani Rodriguez of Kimley-Horn and Associates, Inc. (Kimley-Horn) responded that this could be handled independently, noting that the first phase of the project would have to remove the light posts at the intersections, which was an important aspect of it.

Acting Town Manager McCready clarified that the electrical lighting with FPL had already been approved and this was an amendment to approve the solar lights.

Commissioner Vildostegui asked whether this would advance the solar option's design.

Mayor Danzinger answered that it was for the evaluation.

Commissioner Vildostegui raised a question on whether the battery life of the solar alternative would be delved into during the design phase.

Mr. Rodriguez explained that the proposal would include solar manufacturers and specifics about installation.

Commissioner Vildostegui expressed that he would be in favor of reviewing a design, since this could provide a solution to power outages. He asked about the $24,000 cost.

Mayor Danzinger highlighted that the $24,000 would go towards having Kimley-Horn create a design, not towards installation.

Commissioner Vildostegui made a motion to approve the item.

Mayor Danzinger reiterated that Kimley-Horn and many experts had instructed the Town not to move forward with the solar option.

Commissioner Travani pointed out that the solar posts study would affect the original study.

Mr. Rodriguez clarified that this assessment would be supplementary to the previously approved original agreement.

Additional comments were made on the matter.

The motion on the table failed for lack of a second.

3K.) Approval of Emergency Repairs to Sanitary Pumps on Sanitary Pump Stations Located at 89th and Dickens and 93rd and Byron Avenue

Cover Page

Resolution Approving Emergency Repair to Sanitary Pumps - Lift Stations R Us

Town of Surfside Spare HOMA Pump Proposal Updated 9-25-26

Town of Surfside Spare HOMA Pump Proposal 9-25-26

3L.) Proclamation Recognizing the 100th Anniversary of Miami Beach Senior High School and Celebrating the 50th Reunion of the Class of 1976

Cover Page

Proclamation Certificate Coins and Key to the Town Request Form

4) Ordinances and Public Hearings

Second Reading

4A1.) Repealing Ordinance 2026-1804 in its Entirety Relating to Planning and Zoning Board Advice on Municipal Projects

Cover Page

Business Impact Estimate - Repealing Ordinance No. 2026-1804

Ordinance Repealing 2026-1804 - Planning and Zoning Board Powers - 2nd Reading

Item was deferred at Town Attorney Helfman's request.

First Reading

4B1.) Ordinance Repealing Ordinance No. 2024-1785 in its Entirety, Which Amended Sections 90-45 "Setbacks", 90-47 "Yards Generally, Allowable Projections", 90-48 "Modification of Side and Rear Yard Regulations", 90-49 "Lot Standards", and 90-54 "Accessory Buildings and Structures in the H30A and H30B Districts"

Cover Page

Ordinance Repealing Ord 2024-1785 1st Reading

Mayor Danzinger introduced the item.

Deputy Town Clerk Guevara read the title of the ordinance into the record.

Town Attorney Helfman referred to the Senate Bill (SB) 180 cases and the rescission of the alterations made by the prior Commission. He stated that the Code would be amended to revert to the language which was in place before the rescission, as was requested by the elected officials. Finally, he emphasized that no further changes were made.

Vice Mayor Benmergui made a motion to approve the item. Mayor Danzinger seconded the motion.

Mayor Danzinger opened the item to public comment.

Eliana Salzhauer raised concerns with the protections being altered, expressing that people would be upset with these changes. She said eliminating the setbacks would negatively affect people's quality of life and described her neighbors' dissatisfaction with the change. Finally, she conveyed her stance that only developers and builders would be pleased with the ordinance.

George Kousoulas agreed that the ordinance would return to the past language. He clarified that this would not allow people to build into setbacks, stating that, instead, it would change how the average setbacks were handled. Moreover, he elaborated on the associated issues with past 2nd floor setbacks and how these were addressed under the Code which would be brought back.

Michael Karukin asked whether this would revert the effective floor area ratio (FAR) to 0.72 and if the ordinance passed, if it would go before the Planning and Zoning Board prior to returning to the Commission for a second reading.

Mayor Danzinger closed the item to public comment.

Mayor Danzinger indicated that the previous Commission had brought many lawsuits to the Town because of downzoning. He informed that the current Commission had spent taxpayer funds settling said lawsuits and that a moratorium on downzoning had been in place. In addition, he stated that this would codify what had already been done. He referenced Section 90-48 regarding the H120 district and requested that the 10%, 10-feet inclined building setback be clarified.

Town Attorney Helfman confirmed that he would review the subject with the Mayor before the second reading of the ordinance.

Commissioner Vildostegui countered that the houses designed and constructed under the current Code were refined and voiced that he would like to keep this Code. He cited page 349 on the side setbacks in H120, which said 10% of the lot frontage or 10 feet, whichever was greater. He reminded that this was problematic for the Champlain Towers South property when the side setback was lowered to 10 feet despite the 10% wording, which he expressed violated the rule against surplusage and the intent of the legislative body. He added that the statute had been clarified to mean that whichever amount was greater would apply. He shared his belief that there was an error in the legal advice provided on the Champlain Towers South property and reiterated that this should not be passed.

Mayor Danzinger noted that he asked the Town Attorney to clarify the matter.

Commissioner Travani related that, while he was a member last term, this item came before the Planning and Zoning Board multiple times. He voiced his disagreement with eliminating the work which had been done. Additionally, he pointed out that SB 180 had not been fought and inquired when it was set to expire.

Commissioner Vildostegui responded that the law would expire in October

of 2027.

Commissioner Travani recognized that the old Code could be brought back temporarily to avoid lawsuits, communicating his preference for making amendments rather than simply reverting back.

Vice Mayor Benmergui said this had already been passed and stated that people should not be limited from adding rooms to their houses. She maintained that the old Code would return and no increases would be made. She also reminded that many lawsuits were caused because homeowners had been limited, restating that the residents should develop their ideal homes. She expressed that she loved seeing new homes and developments around the Town.

Mayor Danzinger commented that the Commission had been clear in its direction and that the current development had been allowed for many years. He detailed that the 10 feet were required for all homes and that there would always be discrepancies between old and new houses. He advocated against reducing the value of people's houses and for thoughtful design guidelines to lessen the impact of bigger and taller houses. He reiterated that the longstanding Code had not been altered and that the downzoning of the former Commission had resulted in negative consequences.

Vice Mayor Benmergui explained that when a new house was built, the Federal Emergency Management Agency (FEMA) would require that it be raised. She mentioned that the platforms made houses look larger than they were, more so than their actual square footage.

Commissioner Travani stated that he would vote no because the focus should not be solely on the FAR, as there were many other factors to consider within the ordinance.

The motion carried with a vote of 3-2, with Commissioner Travani and Commissioner Vildostegui voting in opposition.

4B2.) <u>Ordinance Repealing Ordinance No. 2026-1802 in its Entirety, Which Adopted Design Guideline 2026</u>

Cover Page
Ordinance Repealing Ord 2026-1802 2026 Design Guidelines - 1st Reading
Ordinance No. 2026-1802 Adopting the Updated Design Guidelines 2026

Mayor Danzinger introduced the item.

Deputy Town Clerk Guevara read the title of the ordinance into the record.

Town Attorney Helfman informed that the application of the design guidelines was placed on hold until second reading, as instructed by the elected officials. He added that when this came back for second reading, the Commission should be reviewing a new set of guidelines recommended by the Planning and Zoning Board. He noted that this was timed to prevent a gap without guidelines and that a resolution would be presented to adopt the new guidelines.

Commissioner Weingot made a motion to approve the item. Mayor Danzinger seconded the motion.

Mayor Danzinger opened the item to public comment.

George Kousoulas indicated that he understood Town Attorney Helfman's approach to this item. However, he commented that the design guidelines approved earlier this year aligned with the Zoning Code which was in place at that time and did not work with a Zoning Code in compliance with SB 180. He also mentioned that these guidelines conflicted with the Zoning Code, such as in the percentage limitations on the garage widths. He added that the preexisting guidelines were created in 2006 and pointed out that there were many inconsistencies within them.

Eliana Salzhauer raised concerns with rushing zoning matters because the residents who already lived in their homes were the ones who voted in the election. She stated that changing the design guidelines would benefit developers and not citizens. She questioned why this was being rushed when only a small percent of residents would be affected. She also detailed that neighbors had the right to enjoy their homes and that design guidelines existed because people had distinct tastes.

Mayor Danzinger closed the item to public comment.

Mayor Danzinger addressed Ms. Salzhauer and indicated that the Commission was six months into its term and had not been moving too fast.

Commissioner Vildostegui recognized that many aspects of these design guidelines had been valuable, voicing that the quality of the houses built in the Town had been enhanced. He stated that repealing the guidelines would lead to significant ideas being lost, like the 360-degree architecture on page 77, which called for the thoughtful design of houses to account for every angle. He specified that the houses built at the 0.72 floor area ratio (FAR) did not fit these criteria and cited a house featured on page 414 as an example of inadequate side angle views. He requested seeing the new design guidelines before repealing the past ones and agreed with Mr. Kousoulas that the old guidelines were not helpful. He recounted that these guidelines were approved during the April Commission meeting where Mayor Burkett sat alongside the current Commissioners. He said this occurred because the deadline for Town Attorney approval caused the first reading to be held in March. Moreover, he elaborated that these guidelines were created through many Planning and Zoning Board discussions and that their approval was necessary. He concluded that Surfside was beautiful due to its history of good design and explained the importance of effective design guidelines.

Mayor Danzinger spoke against the design guidelines sharing pictures of residents' homes and publicly shaming them.

Commissioner Travani clarified that he would vote no because the current design guidelines should have been amended.

Motion carried with a vote of 3-2, with Comissioner Travani and Commissioner Vildostegui voting against it.

7) Town Manager and Town Attorney Reports

7A.) Town Manager's Report

Cover Page
Town Manager Report

Acting Town Manager McCready introduced the item.

Commissioner Travani inquired about the status of the Dune Restoration Project. He stated that a solution was needed for the temporary drainage.

Public Works Director Eugent responded that the Surfside mix compacted better under light rain, but the recent heavy rainfall had caused a faster washout.

Commissioner Travani asked whether there was a solution for this.

Public Works Director Eugent answered that he had consistently been in contact with the contractor, who had been onsite to fix the problem, adding that a compactor had been utilized.

Commissioner Travani stated that he had seen the report on the water main. He suggested employing the report to implement a standard operating procedure (SOP) to deal with these issues in the future. He raised concerns with the crew being unaware of the location of the shutoff valves.

Public Works Director Eugent clarified that the contractor committed the error of covering two of the valves, which he said was included in the report. He detailed that these should have been marked to simplify the process of finding them.

Commissioner Travani stressed that the learnings should not be discarded and should be captured in an SOP. He remarked that the support of excavation was a problem and that these incidents could be prevented.

Acting Town Manager McCready inquired whether they were discussing the water main break, which Commissioner Travani confirmed.

7B.) Town Attorney's Report

Town Attorney Helfman reported that he was working on the Parking Trust Fund issue and that an assessment should be available by the end of the week. He stressed that he did not have the auditing portion of the item and that he was handling the documentation and obligations under the development order.

Commissioner Vildostegui asked whether an executive session would be called.

Town Attorney Helfman confirmed that an executive session was asked for but there had not been a need to call it yet.

8) Unfinished Business and New Business

Mayor Danzinger introduced the item. He requested that the Thursday, October 15 Special Commission meeting be moved to Tuesday October 20 at 5:00 p.m.

Commissioner Weingot noted that he could attend but would need to leave at 8:30 p.m.

Commissioner Vildostegui asked whether it could be scheduled for 5:15 p.m.

Mayor Danzinger called for a motion to accept the change and to establish the special meeting each month.

Commissioner Weingot made a motion to move the Thursday, October 15 Special Commission meeting to Tuesday, October 20 at 5:15 p.m.

Commissioner Weingot suggested trying the second meeting out this month and reassessing whether it should be permanently established afterward, which everyone agreed with.

Commissioner Travani seconded the motion. Motion carried with a vote of 5-0.

9) Mayor, Commission and Staff Communications

Item was not heard.

10) Adjournment

There being no further business to discuss before the Commission, Commissioner Vildostegui made a motion to adjourn the meeting at 10:08 p.m. Commissioner Weingot seconded the motion. Motion carried with a vote of 5-0.

Accepted this _____ day of _____, 2026.

_____
Mayor Danzinger

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

Town of Surfside
Special Town Commission Meeting
MINUTES
October 20, 2026
5:15 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1.A) Call to Order

Mayor Danzinger called the meeting to order at 5:21 p.m.

1.B) Roll Call of Members

Deputy Town Clerk Guevara called the roll with the following members present:

Present: Mayor Shlomo Danzinger, Vice Mayor Dayana Benmergui, Commissioner Gerardo Vildostegui, and Commissioner David Weingot.

Absent: Commissioner Andrea Travani.

Also present: Acting Town Manager Sandra McCready and Town Attorney Stephen Helfman.

1.C) Pledge of Allegiance

Chief Matelis led the Pledge of Allegiance.

Acting Town Manager McCready introduced the Town's new Finance Director, Isabel Rangel. She discussed her professional background and experience.

2) Mayor, Commission and Staff Communication

2.A) Pension Plan Amendments for Director Hires

Cover Page
Proposed Language Sec. 2 174. Membership

Mayor Danzinger pulled the item for further research.

2.B) Community Sustainability Initiative: Recycled Plastic Bench Program with Plastic Fisherman

Cover Page
PFW Product Lineup for Town Of Surfside

Acting Town Manager McCready introduced the item on behalf of Vice Mayor Benmergui. She reported that it was returning to the Commission following review from the Planning and Zoning Board and that the representative from Plastic Fisherman was in attendance to show the renderings and discuss costs.

Vice Mayor Benmergui made a motion to discuss the item. Commissioner Vildostegui seconded the motion.

Rodrigo Butori of Plastic Fisherman provided a presentation on his proposed recycled plastic benches for the Town.

Vice Mayor Benmergui inquired whether two people could sit on each side of the bench.

Mr. Butori responded that dividers could be added at no extra cost to prevent people from sleeping on the benches.

Vice Mayor Benmergui asked if this was the best price.

Mr. Butori outlined the cost of the benches, noting that one to four benches would come with a five percent discount, five to nine benches would have a 10% discount, 10-19 benches would have a 15% discount, and 20 or more would be discounted by 20%. He explained that if the Town installed 20 benches, it would save approximately $11,000 and around $4,000 for five to nine benches.

Vice Mayor Benmergui conveyed her intention of spreading awareness for recycling and asked if an activity could accompany the benches.

Mr. Butori proposed that the plastic for the benches be collected from the neighborhood and confirmed that Plastic Fisherman would be open to educational events.

Acting Town Manager McCready sought clarification on how the benches would be secured to the ground.

Mr. Butori replied that the benches were heavy and that installation would not be included in these costs. He advised that they could be plugged into the cement or anchored as well.

Vice Mayor Benmergui acknowledged that the benches were expensive, communicating her hopes of placing one in the park, along with some in the beach entrances or on the street ends.

Mr. Butori stated that the benches were unique art pieces, informing that regular benches were similar in price.

Commissioner Weingot asked Vice Mayor Benmergui how many benches she planned to have installed.

Vice Mayor Benmergui outlined that she was thinking of adding benches in a few different areas throughout the Town, reiterating that she would like input from the rest of the Commission through the Acting Town Manager.

Acting Town Manager McCready clarified that one to four benches would result in a discount of five percent which would add up to a price of $2,650 for each one and, if more than four were ordered, a 10% discount of $279 per bench would be provided. She specified that there were six beach entrances.

Commissioner Vildostegui expressed that he would support one to four benches to test out the program. He indicated that the benches would work better at the beach and sought clarification on which street ends the Vice Mayor envisioned them in. He elaborated that they should be added to the beach to raise awareness on the littering problems there.

Mayor Danzinger said he would support adding one bench in the 96th Street Park for educational purposes but not all over the Town yet. He suggested including a plaque with the bench detailing its function and what it represented.

Commissioner Vildostegui inquired how durable the benches were.

Mr. Butori confirmed that they were very sturdy and were not subject to corrosion.

Vice Mayor Benmergui proposed installing one bench to assess how it could enhance the community. She requested a further discounted price in the future and directed Acting Town Manager McCready to continue discussions with the vendor.

Commissioner Vildostegui asked regarding where in the 96th Street Park the bench would be added.

Vice Mayor Benmergui stated that the bench could be placed with the other seating and swings in the 96th Street Park.

Mr. Butori raised a question on whether the divider would still be necessary, and everyone concurred that it would be.

Mayor Danzinger suggested that the item go before the Parks and Recreation Committee for its review as well. He asked about the time frame for installation.

Mr. Butori responded that it should take about one to two months.

Further remarks were made on bringing the idea to the Parks and Recreation Committee and when to do so.

Acting Town Manager McCready put forward the possibility of planning an event once the bench was ready to be revealed.

A conversation continued on the matter and on upcoming Plastic Fisherman events.

Acting Town Manager McCready asked if the bench would be available before the end of 2026.

Mr. Butori restated that it could be.

Vice Mayor Benmergui made a motion to modify the bench's design and to direct the Town to order one bench. Commissioner Weingot seconded the motion. Motion carried with a vote of 4-0, with Commissioner Travani absent.

2.C) <u>Protection of Specimen Trees on Town Property and Rights-of-Way</u>

Cover Page
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IMG_0051

Commissioner Vildostegui introduced the item, sharing that it first came about during the July Commission retreat from a comment by the Vice Mayor that shade trees should be expanded in the Town. He asked that visuals be portrayed to accompany the discussion and stated that the first step should involve protecting the shade trees already within the Town. He informed that there was no process for keeping inventory of or for protecting significant trees owned by Surfside. He described his learnings from a meeting held by Miami-Dade County Mayor Daniella Levine Cava regarding how the County protected its tree canopy. He explained that the County handled this through its Parks and Recreation Department. He voiced that trees greatly improved walks and presented photographs of significant trees in the rights-of-way. He communicated his desire to direct the Acting Town Manager to solidify management and organization of these specimen trees on the rights-of-way and on Town property. He brought up a live oak tree near the pump station at 89th Street and Dickens Avenue, which was heavily cut back, stating that the Town had no policy on the matter and that these trees should be protected. Furthermore, he said the Town was considering removal of a tree in the right-of-way but there was no proper way to move forward.

Commissioner Vildostegui made a motion to direct the Acting Town Manager to do an inventory of significant trees owned by the Town, to designate someone in the Public Works Department to be responsible for tree canopy in the Town, and to create an internal policy for inventory and protection of significant specimen trees on Town property, including the rights-of-way.

Commissioner Weingot expressed that he supported caring for the trees. However, he identified this as a great task, noting that the Parks and Recreation Department was currently understaffed. He proposed working with the vendor to ensure the trees were healthy and properly maintained.

Commissioner Vildostegui clarified that the motion was to engage the Public Works Department, not the Parks and Recreation Department. He

reported that the Acting Town Manager and himself felt that Public Works would be the better option and that the Operations Manager was named as a possible person to administer the task.

The motion on the table failed due to lack of a second.

2.D) Informing the Florida Wildflower Foundation of the 92nd Street and Bay Drive Park Name Change

Cover Page
Name Plaque

Commissioner Vildostegui introduced the item, stating that the Flamingo Garden on 92nd Street was replanted with a grant from the Florida Wildflower Foundation one year ago. He detailed that there was a plaque which recognized the grant for the park's replanting. Moreover, he shared that this subject was discussed during the August 6 Special Town Commission Meeting and that he was not allowed to speak on the item.

Commissioner Vildostegui made a motion to direct the Acting Town Manager to create an additional plaque as an acknowledgement of the Florida Wildlife Foundation's gift for the replanting of the park.

The motion died for lack of a second.

2.E) Master Plan Update

Cover Page
Surfside Community Capital Master Plan - Corradino

Item was deferred to the next meeting due to Commissioner Travani's absence.

2.F) Purchase of Smart Street Vacuum Machines

Cover Page
9H Smart Street Vacuum Machines

Mayor Danzinger introduced the item.

Vice Mayor Benmergui made a motion to direct the Acting Town Manager to conduct further research on the purchase of smart street vacuum machines. Commissioner Weingot seconded the motion. Motion carried with a vote of 4-0, with Commissioner Travani absent.

Mayor Danzinger opened the item to public comment.

Jeffrey Zomper highlighted that the Town purchased a street sweeper for $100,000 in 2022 and advised the Commission that this had to be monetarily justified. He said the current street sweeper would need to be sold if it was no longer going to be used.

Mayor Danzinger closed the item to public comment.

2.G) Micromobility Devices

Cover Page

Memo to Commissioner Travani Re Mandatory Training for E-Bikes and Micro-mobility Devices

Item was deferred to the next meeting due to Commissioner Travani's absence.

2.H) Residential Parking

Cover Page

Commissioner Vildostegui introduced the item, reporting that nonresident parking in the residential district was a serious complaint he had repeatedly received. He explained that this issue was most prevalent on 93rd Street between Harding and Byron Avenues, as well as on 95th Street. He communicated that residential enforcement had been advancing but that there was no system for identifying nonresident versus resident cars. He suggested returning to a sticker system for this distinction; he also noted that residents of the eastside were more affected by this problem, while residents of the Town's western side were less concerned with this and more preoccupied with their domestic workers and houseguests not being troubled by parking enforcement. Furthermore, he suggested having specified enforcement zones on Carlyle Avenue and the streets east of it.

Commissioner Vildostegui made a motion to direct Acting Town Manager McCready to create an enforcement system for ticketing nonresident parking in a portion of the residential district. He reported that the Acting Town Manager consulted with the County, which confirmed that the Town had a right to do this. He also specified that construction workers parking in the residential district was being addressed by fining the construction companies. Nonetheless, he maintained that this did not solve the underlying issue, since individual parkers could not be fined.

Commissioner Vildostegui a motion to direct Acting Town Manager McCready to create a mechanism for the enforcement of resident-only parking in a portion of the residential district, expressing his preference for a decal-based system. Commissioner Weingot seconded the motion.

Commissioner Weingot agreed that people frequently complained about this problem.

Mayor Danzinger informed that this would require a resolution from the Commission, as the streets would be regulated.

Vice Mayor Benmergui agreed with having the Acting Town Manager look into this issue.

Mayor Danzinger opened the item to public comment.

Diana Gonzalez commented that a system needed to be in place for parking reinforcement, since workers now parked in the street all day. She shared that she spoke with the police about workers washing cars in the street, raising concerns with being told that they were allowed to do so. Finally, she agreed with implementing a system and proposed returning to the one-hour limit on parking.

Mayor Danzinger closed the item to public comment.

Commissioner Vildostegui addressed Ms. Gonzalez and informed that he was not in favor of removing the one-hour parking signs. He conveyed his belief that the Town did not enforce the one-hour parking, maintaining that the signs still effectively incentivized nonresidents to not remain in spots for hours at a time. He asked Chief Matelis to provide further insight.

Mayor Danzinger clarified that this was not relevant to the item.

Commissioner Vildostegui reiterated that the one-hour signs did not offer a total solution to the problem.

Mayor Danzinger instructed that the Chief did not have to respond.

Acting Town Manager McCready asked whether the Commission was open to hearing about various solutions to overcome this issue.

Mayor Danzinger clarified that the motion directed her to come back with multiple mechanisms.

The motion carried with a vote of 4-0, with Commissioner Travani absent.

2.I) Discussion Regarding Next Priority Stormwater Improvement Project

Cover Page
Stormwater Master Plan Prioritization Memorandum - 10-7-26

Item was deferred to the next meeting due to Commissioner Travani's absence.

2.J) Policies and Procedures for Official Town Communications

Cover Page
INQ 19- 129 Robert Meyers Esq

Commissioner Vildostegui introduced the item, indicating that this was his item before the last meeting touched upon the social media and Gazette policies. He raised concerns with the recent politicization of Town communications and requested further revision of the social media policy.

Commissioner Vildostegui made a motion to ask the Town Attorney to draft policies for the Town's social media and publications to bar explicitly partisan communications, prohibit communications which promoted candidates or issues in an election within 60 days of the communication, and which barred promotion of elected officials in a purely personal manner not related to Town business. He added that he attached an advisory opinion issued by the Miami-Dade County Commission on Ethics and Public Trust, which highlighted concerns with videos posted a few years back by the Town deemed self-laudatory in the runup to an election. Moreover, he emphasized that there should be specific policies based on the legal guidance provided by the County Commission on Ethics and Public Trust.

The motion on the table failed due to lack of a second.

3) Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Weingot to adjourn the meeting at 6:04 p.m. The meeting was adjourned on consensus.

Accepted this _____ day of _____, 2026.

_____
Mayor Danzinger

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

Town of Surfside
Sustainability and Resiliency Committee
MINUTES
September 17, 2026
12:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Call to Order/Roll Call

Chair Dietch called the meeting to order at 12:01 p.m.

Records Technician/Assistant to Town Clerk Angie Alcala called the roll with the following Committee Members present:

Present: Chair Daniel Dietch, Vice Chair William Blumenkranz, and Committee Member Rachel Krasna.

Absent: Committee Member Tiffany Cannava and Committee Member Dalit Teshuba.

Also present: Acting Town Manager Sandra McCready (exited at 12:33 p.m.) and Public Works Director Andre Eugent.

2) Agenda and Order of Business

No changes were made to the order of business.

3) Town Commission Liaison Report

The Committee had no Commission liaison at the time of the meeting.

Chair Dietch asked how the Committee could push for a liaison to be appointed.

Acting Town Manager McCready confirmed that she would speak with the Mayor about this.

4) Public Comments

Chair Dietch opened the floor to public comment.

Commissioner Vildostegui introduced himself and expressed his past and continued commitment to the Committee. He brought up an item to be discussed by the Commission on significant trees in the public right-of-way and specified where in the Town they were located. He communicated his hopes of preventing

the trees from being cut down and said the Public Works Department was working with an arborist on this. Furthermore, he indicated that the Town should have some say in these matters and shared that someone in-house should be responsible for this role. He mentioned that there was an oak tree cut by staff with no proper procedure. He advised that this would be on the agenda for the October Commission meeting and requested input from the Committee Members. He brought up the Living Seawall project and reported that another municipality was being recognized for theirs.

Dialogue ensued on challenges faced with advocating to the other Commissioners for the Living Seawall and the advantages of it.

Commissioner Vildostegui informed that he had met with Fertile Earth, a composting facility at North Beach. He added that the company had a partnership with the Village of Pinecrest and that the compost dropoff program was very successful. Additionally, he said he would love to bring this forward to the Committee for its support and that he hoped to get a representative from Fertile Earth to present at a future Committee meeting.

Vice Chair Blumenkranz inquired whether a composting site could be placed in the garden on 89th Street.

Commissioner Vildostegui responded that the services were not for yard waste and clarified that this was currently only a dropoff site. He expanded upon the advantages of composting and issues posed by the Department of Environmental Resources Management (DERM) at the composting facility.

Committee Member Krasna proposed having the Farmer's Market implement a compost dropoff system.

Commissioner Vildostegui agreed with this idea.

Acting Town Manager McCready shared that the Farmer's Market vendor would be attending the Resort Tax Board meeting next week and invited the Commissioner to raise this possibility before the Board.

Chair Dietch outlined that the Committee had advocated for composting at Town events and within the Town, including at the Farmer's Market. He sought clarification on whether the Town paid for the vendor's insurance.

Acting Town Manager McCready responded that the company reimbursed the Town $12, while the Town provided a reimbursable insurance coverage of up to $2,000.

Chair Dietch commented that working with the Farmer's Market company to allow the composting should be straightforward for this reason. He detailed that Surfside should begin composting itself to set an example.

Commissioner Vildostegui concurred that it would be easy to collect compost waste from Town Hall.

Chair Dietch briefed that Compost for Life had presented to the Committee and described their subscription services, suggesting that the Town come to an agreement with them. In addition, he mentioned Fertile Earth and SoilMate as

other options.

Commissioner Vildostegui said he would be willing to meet with the Committee Members individually on any subjects of interest. He established that he would submit future topics as agenda items and thanked the Committee for allowing him to speak.

Chair Dietch acknowledged Commissioner Vildostegui as a key proponent of the Committee's initiatives, whether he was the official liaison or not.

Chair Dietch closed the floor to public comment.

5) Approval of Minutes

5.A) August 20, 2026 Sustainability and Resiliency Committee Meeting Minutes

August 20, 2026 Sustainability and Resiliency Committee Meeting Minutes

Chair Dietch passed the gavel to Vice Chair Blumenkranz to make a motion to approve the meeting minutes. Vice Chair Blumenkranz seconded the motion. Motion carried with a vote of 3-0, with Committee Member Cannava and Committee Member Teshuba absent.

Chair Dietch resumed the Chair following the passing of the motion.

6) Discussion Items

6.A) Fiscal Year (FY) 2026 Sustainability and Resiliency Initiatives Status

Cover Page
Attachment A - FY 2026 Sustainability and Resiliency Initiatives Priority Matrix

Chair Dietch introduced the item. He explained that he invited Acting Town Manager McCready to attend the meeting, so as to receive status updates on the Committee's initiatives and priorities. Furthermore, he specified that when a Commission liaison was appointed, they could bring these initiatives before the Commission.

Committee Member Krasna raised a question on whether the Mayor could be invited to the Committee meetings.

Acting Town Manager McCready clarified that elected officials were always aware of public meetings, since they were advertised. She also encouraged Committee Member Krasna to email them suggesting that they attend.

Chair Dietch asked if there had been any interest in hiring a Chief Resilience Officer for the Town, and Acting Town Manager McCready confirmed that it was not included in the upcoming budget.

Acting Town Manager McCready reported that the diverter dunes would be finished by the end of September and that the Town would be closing them off with wood posts and rope.

Chair Dietch raised the point that someone should clarify existing doubts within the community about the diverter dunes' purpose.

ACTION ITEM: Acting Town Manager McCready instructed Chair Dietch to create a summary of the benefits of the diverter dunes to share with the community.

Chair Dietch agreed to do so and reminded that the Committee had a corner in the Gazette as well, where the information could be transmitted.

Acting Town Manager McCready stated that she could add it to the Town's Friday News too and explained that the dune behind 93 Ocean was distinct from the rest in that it was done separately from the Town's, indicating that this one had curves, rather than a diverter in the center.

Committee Member Krasna asked whether there would be plantings made in the eliminated brushes, and Public Works Director Eugent reassured that there would be.

Vice Chair Blumenkranz inquired about the purpose of the diverter dunes.

Chair Dietch provided background on the Town's past dunes, detailing that these did not hold up well during storms. He mentioned that the Youth Environmental Alliance had partnered with the Town to install diverter dunes, as well as to fulfill other sustainability projects. In addition, he discussed the function and advantages of the diverter dunes and noted that the Village of Bal Harbour did not want to participate in the efforts, which affected the process and their appearance.

Additional comments were made on the diverter dunes.

Public Works Director Eugent reported that his department had contacted the County regarding beach renourishment and that they said they did not engage with the U.S. Army Corps of Engineers.

Chair Dietch acknowledged that this could take years to accomplish and urged the Town to attempt to advance renourishment.

Committee Member Krasna proposed that members of the Committee attend the 2026 Southeast Florida Regional Climate Change Compact to push this forward.

Vice Chair Blumenkranz stressed that the beach had receded significantly in previous decades and must be maintained.

Chair Dietch agreed that the Commission should be aware and fight to preserve the beach.

Acting Town Manager McCready asked about the plan with Syracuse University.

Chair Dietch said he had lost contact with Syracuse University but hoped the work would continue.

Acting Town Manager McCready confirmed that the Town could still reach out to the university.

Chair Dietch summarized that Syracuse University and the University of Miami created a design studio modeling how the Town's transformed, sustainable built environment would look.

Further remarks were made on the design and collaboration with the schools.

Acting Town Manager McCready confirmed that she would respond to the rest of the initiatives in writing and exited the meeting at 12:33 p.m.

Chair Dietch described the purpose of the proposed Rain Barrel Workshop with the County. He referred to restoring the hardpack as ongoing, revealing that he had experienced water accumulating on it after heavy rainfalls.

Public Works Director Eugent answered that this was a work in progress and informed that sand was spread out there, but the construction made doing so more difficult.

Chair Dietch noted that Surfside had its own sand blend and posed the idea of mandating contractors to upkeep the hardpack if a project utilized the public beach.

Further remarks were made on the Committee recommending that this be enforced.

ACTION ITEM: Chair Dietch shared that he spoke with a Commissioner on the sargassum removal and **confirmed that he would draft a diverter dune explanation for the November Gazette's Sustainability Corner.**

Chair Dietch outlined his desires for the Town to install solar photovoltaic panels on its facilities, explaining that such projects would require Commission approval.

Additional comments were made on the solar panels.

Commissioner Vildostegui brought up the Commission's interest in enhancing streetlighting in the residential district, disclosing that a representative of Kimley-Horn and Associates, Inc. advised against installing solar lights during the September Commission meeting. He concluded that the solar issue was being discussed by the Commission in this way.

Chair Dietch reiterated that the solar panels should be added on Town buildings where it would not be complicated to do so.

Vice Chair Blumenkranz proposed advising that an ordinance be passed to ban building structures which would cast a shadow over a neighbor's solar panel.

Chair Dietch agreed but said this would be a complex issue to handle. He

encouraged the Committee Members to submit discussion items on subjects they were passionate about and reminded that the Town administration should not be overwhelmed with too many requests.

Committee Member Krasna stated that she could bring in professionals to speak to the Committee as well.

6.B) Fiscal Year (FY) 2027 Legislative Priorities

Cover Page
Attachment B - FY 2025 Legislative Priorities

Chair Dietch introduced the item. He inquired whether there were any legislative priorities adopted by the Commission last year.

Records Technician/Assistant to Town Clerk Alcala clarified that no priorities had been formally passed by resolution. However, she informed that Acting Town Manager McCready asked her to share that at the July 20th Town Commission retreat, the Commissioners discussed their envisioned short-term and long-term projects for the Town. She distributed a physical copy of a chart containing the written initiatives to everyone.

ACTION ITEM: Chair Dietch instructed that the Committee should have an agenda item for the October Committee meeting recommending legislative priorities to the Commissioners based on their identified initiatives. He emphasized the need to incorporate a unified neighborhood to the definition of resiliency and spoke against repurposing the community garden.

ACTION ITEM: Committee Member Krasna mentioned the permeable pavement parking lot and potentially partnering with a company, which had approached the City of Sunny Isles Beach on the same initiative, to fulfill this in the Town. She stated that the company was called AquiPor Technologies.

Chair Dietch instructed her to bring an item forward and invite the company's representatives to present to the Committee Members, so they could then make a recommendation to proceed with the plan to the elected officials. He added that the Town Commissioners could benefit from learning about the project, especially from an intergovernmental standpoint.

Commissioner Vildostegui clarified that the permeable pavement parking lot was his initiative and expanded upon his inspiration for spearheading this.

6.C) Sargassum Management

Cover Page

Chair Dietch introduced the item and highlighted the issues associated with sargassum and potential solutions. He pointed out that many institutions were attempting to manage the problem and asked the Committee Members whether this item was worth championing to them.

Commissioner Vildostegui indicated that education and communication

would be of great assistance with this problem. He emphasized that sargassum was not easy to get rid of.

Committee Member Krasna outlined potential partnerships and ways to repurpose sargassum.

Chair Dietch spoke about challenges faced with waste tires turned into artificial reefs and attempts to fix these, noting that sargassum may encounter similar obstacles with conversion mechanisms. He asked how this issue should be addressed and what the action plan should be, suggesting that the Commission be involved.

A conversation was held on the subject.

Commissioner Vildostegui expressed that the many possible solutions should be explored. He agreed that this should be part of State lobbying, that research should be conducted and that resources should be mitigated. He concluded that macroalgae led to disappointed tourists too.

Vice Chair Blumenkranz voiced that the Town should not take sole blame when this was also an issue throughout the Caribbean.

Chair Dietch stated that the Town should not be negligent and should attempt to create solutions. He asked whether advising the Commission to take action on sargassum management or having the Committee investigate further would be most sensible.

Committee Member Krasna listed potential options and advised reaching out to the appropriate contacts to move this forward.

Chair Dietch confirmed that the Town did not have a consultant to handle this and inquired if anyone was interested in reaching out to the correct organizations.

Committee Member Krasna agreed to take on the task.

Commissioner Vildostegui informed that the Town did not have legislative researchers, so the Committee Members were the experts here. He underscored that local government should do what it can, although higher levels of government would need to be involved for larger plans.

ACTION ITEM: Chair Dietch explained why this issue was so relevant to the state of Florida. **He directed Committee Member Krasna to bring an item next month regarding an action plan for advancing the sargassum management.** He added that anyone from the State, the County, or from the industry could share their ideas with the Committee.

Vice Chair Blumenkranz recognized that there was no universal approach to removing the seaweed, stating that if other countries found an answer, the Town could implement it.

A discussion continued on how to move forward.

7) New Business

Chair Dietch introduced the item.

[54:29]: Chair Dietch reminded that every Committee Member could put together a discussion item and turn it into the Clerk within the agenda deadline. He summarized that Acting Town Manager McCready would give the Committee updates on its initiatives and the Committee would try to secure a Commission liaison. Furthermore, he encouraged everyone to reach out to the elected officials without becoming a messenger between any of them. He reiterated that he would add another item on the legislative priorities for the October meeting based on the Commission's projects, that Committee Member Krasna would create a draft action plan on sargassum management, and that he would notify the Commissioner he had contacted about the sargassum solution that it was progressing.

[56:00]: Committee Member Krasna brought up the Southeast Florida Regional Climate Change Compact and suggested urging one Commissioner to attend it.

Commissioner Vildostegui stated that he had requested permission to attend.

A discussion was held on the event.

Vice Chair Blumenkranz referred to Commissioner Vildostegui's tree initiative, conveying his hopes of undergrounding the power lines and planting trees in their spots.

Commissioner Vildostegui advised that planting could not be done on the lines. He mentioned a poinciana tree on Froude Avenue, elaborating that the side with no transmission lines would be an acceptable area for canopy trees.

The Committee Members spoke about planting more trees throughout the Town.

Commissioner Vildostegui showed the Committee an image of silver buttonwood trees in front of the 96th Street Park.

Records Technician/Assistant to Town Clerk Alcala requested a copy of the picture for the record, and Commissioner Vildostegui confirmed that he would provide it.

Commissioner Vildostegui identified this species as a low tree type, saying that it would be great to plant more of them.

Further remarks were made on trees, relevant policies and projects.

Chair Dietch shared that the Town had previously conducted a tree survey and asked Public Works Director Eugent whether there was a Geographic Information System (GIS) layer and whether it was utilized.

Public Works Director Eugent responded that he would look into this.

Chair Dietch noted that this was related to the Town's role in biophilic cities and to complying with being a Tree City USA.

A discussion took place on the matter.

Vice Chair Blumenkranz acknowledged that the Town was much greener today than decades ago.

ACTION ITEM: Chair Dietch requested that Vice Chair Blumenkranz bring a discussion item forward on the difference in the tree canopy in Town now and in the past. He identified that having the right trees in the right locations contributed to the Town's resiliency and making the streets more suitable for walking.

Vice Chair Blumenkranz said the birds were flying in during the spring too.

Further statements were made on the changing tree canopy.

Chair Dietch disclosed that the palm trees planted downtown were placed there through a rigid negotiation with the Surf Club. He noted that these created a stickiness and slowed drivers down. Moreover, he shared that the facades of the banks on 96th Street and Harding Avenue were meant to define the Business District.

The Committee Members participate in an exchange on how the trees caused cars to reduce their speeds.

Committee Member Krasna inquired who she should provide her discussion item to.

Records Technician/Assistant to Town Clerk Alcala responded that she should submit it to her within the specific agenda deadline dates and inquired about a time frame to provide the draft meeting minutes.

Chair Dietch clarified that these should be provided within a reasonable amount of time, and Records Technician/Assistant to Town Clerk Alcala agreed with this.

8) Next Meeting

8.A) Next Meeting Date: October 15, 2026

Consensus was met to hold the meeting on October 15, 2026.

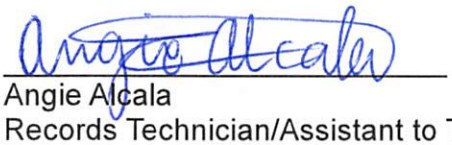
9) Adjournment

There being no further business to discuss before the Committee, Vice Chair Blumenkranz made a motion to adjourn the meeting at 1:10 p.m. Committee Member Krasna seconded the motion. Motion carried with a vote of 3-0, with Committee Member Cannava and Committee Member Teshuba absent.

Accepted this 15th day of October, 2026.

Daniel Dietch, Chair

Attest:



Angie Alcala
Records Technician/Assistant to Town Clerk

Town of Surfside
Parks and Recreation Committee
MINUTES
September 22, 2026
5:30 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) **Call to Order/Roll Call**

Chair Meischeid called the meeting to order at 5:30 p.m.

Deputy Town Clerk Guevara called the roll with the following Committee Members present:

Present: Chair Marianne Meischeid, Vice Chair Frank MacBride, and Committee Member Adrian Chavez.

Absent: Committee Member Asher Ehrman and Committee Member Monica sugar.

Also Present: Parks and Recreation Director Rodolfo Perez, Assistant Director Carlos Malvarez, and Parks and Recreation Leader II Lucas Feinstein.

2) **Agenda and Order of Business**

No changes were made to the order of business.

3) **Approval of Minutes**

3.A) **August 19, 2026 Parks and Recreation Committee Meeting Minutes**
2026-08-19 Parks and Recreation Committee Meeting Minutes

A motion was made by Committee Member Chavez to approve the meeting minutes, seconded by Vice Chair MacBride. Motion carried with a 3-0 vote with Committee Member Ehrman and Sugar absent.

Chair Meischeid requested updates on the motions approved at the August 19, 2026 meeting.

Kitchen Cafe at the Community Center

Parks and Recreation Director Perez stated that the hood cleaning was done yesterday, and fire inspection had both passed. He stated that the

Mayor and Commission have not yet discussed opening the concession stand, and that he has spoken with the Acting Town Manager and the project is still pending.

Chair Meischeid asked how can this be moved forward.

Parks and Recreation Director Perez stated that he can speak with the mayor regarding moving this matter forward. He stated that he followed up with Freddy Giron and saved his menu and proposal with proposals from other vendors received over the past year.

Deputy Town Clerk Guevara stated that, as an advisory committee, the Committee advises rather than directs. She advised that the Director continue to work through the Town Manager, and that Committee Members may also speak with Commissioners individually on the matter.

Vice Chair MacBride asked about the grease trap.

Parks and Recreation Director Perez stated that it is a separate item handled by Public Works.

Vice Chair MacBride stated that he did not believe the cafe could open with the current grease-trap problem.

Chair Meischeid and Committee Member Chavez suggested offering food that does not require a grease trap, such as items heated in a microwave or air fryer.

Parks and Recreation Director Perez stated he would discuss this direction with the Town Manager.

Senior Programming

Chair Meischeid noted that $30,000 in additional funding for senior programming was announced at the budget meeting.

Parks and Recreation Director Perez stated that existing senior programs are already funded year-round, and the additional funds can support new programming. He stated that the mahjong vendor contract is still under negotiation and that the vendor is currently reviewing it.

New Facilities

Chair Meischeid stated that the Committee discussed how 96th street park would not be good for new programming due to the current programming.

Parks and Recreation Director Perez stated that 96th Street Park hosts Snapology, Mommy and Me, soccer, flag football, basketball, and taekwondo.

Committee Member Chavez asked about renting the space for birthday parties.

Parks and Recreation Director Perez stated that the existing rental

proposal applies to the Community Center green space and would need to be revised and reviewed by the Town Attorney.

Vice Chair MacBride stated that public parks have not historically been rented out because they should not be monopolized.

A conversation was held regarding possible rental uses of the space.

93rd Street Dog Park

Parks and Recreation Director Perez stated that no fines are issued by Code Compliance and that there are currently no cameras at the dog park.

Chair Meischeid stated that it is the only park without a camera and that footage can be useful if an incident occurs.

Parks and Recreation Director Perez noted that a camera alone would not allow citations to be issued.

A conversation was held on the matter.

A motion was made by Committee Member Chavez to recommend installing a camera at the dog park, seconded by Vice Chair MacBride. Motion carried with a 3-0 vote with Committee Members Ehrman and Sugar absent.

4) Discussion Items

4.A) Aquachild - Children Swimming Survival Program

Parks and Recreation Director Perez introduced the item. He stated that the Vice Mayor proposed a contracted, one-on-one water survival program through Aquachild at the Community Center. He stated that the vendor proposed sessions Monday through Friday from 3:00 p.m. to 5:00 p.m. for six weeks, recurring throughout the year, serving 16 to 24 children weekly. He stated that the 3:00 p.m. to 5:00 p.m. window would conflict with lap and recreational swimming, and that he wanted the Committee's input before making a recommendation to the Town Manager.

Chair Meischeid stated that parents would pay $200 and the Town would subsidize the remaining cost for residents.

A conversation was held regarding the total cost per child.

Chair Meishcheid opened the floor to public comments.

George Kousoulas stated that the proposal was well-meaning but raised concerns about cost, hours, and duplication of existing programs. He stated that program decisions benefit from the Committee's careful review.

Chair Meischeis closed the floor to public comments.

Vice Chair MacBride asked about how the sessions work.

Parks and Recreation Director Perez stated that each child works with an instructor, supported by a supervisor, in roughly 10-minute intervals. He stated that the program teaches accident-based survival skills rather than stroke technique, and that the Town's Red Cross curriculum for young children also includes survival skills.

Chair Meischeid stated she had done research comparing Aquachild with the Town's American Red Cross program. She stated that the Red Cross does not offer this type of program. She highlighted concerns about proven efficacy for infants, skill retention, psychological impact, and a false sense of security. She stated that the Vice Mayor wanted parents to pay $200 per child and the Town to subsidize the $700 per child. She noted that the program would likely need to go out for an RFP.

Parks and Recreation Director Perez stated that the Town's Red Cross program runs three months, twice a week, at $180 to $200 for residents.

Vice Chair MacBride stated that the program duplicates existing offerings and the cost is high.

A motion was made by Committee Member Chavez to not recommend the Aquachild program, seconded by Vice Chair MacBride. Motion carried with a 3-0 vote with Committee Members Ehrman and Sugar absent.

4.B) <u>September Senior Brunch</u>

Parks and Recreation Director Perez stated that the September Senior Brunch will be held Friday, September 25, 2026, from 11:00 a.m. to 1:00 p.m. It will be catered by P.F. Chang's and include a Miami-Dade Fire Rescue presentation on CPR, including pet CPR, followed by bingo.

Chair Meischeid asked about the missing bingo prizes from the August brunch.

Staff stated that the prizes had been purchased and would be given to winners, possibly at the September brunch.

Committee Member Chavez offered to share ideas for prizes.

4.C) <u>FY 2027 Budget</u>

Parks and Recreation Director Perez stated that the item was included to answer Committee questions. He stated that year-round programming, special events, maintenance, buildings, and contractual services all received increases, and that $30,000 was added for senior programming.

Chair Meischeid asked why lifeguard salaries were not increased.

Parks and Recreation Director Perez stated that union employees received 4% and non-union employees received a 5% merit increase, but lifeguard pay remains below that of comparable cities. He stated that the Town is conducting a townwide compensation study.

Committee Member Chavez asked whether new staff would be hired.

Parks and Recreation Director Perez stated that programming funds cannot be used for salaries and that programs are taught by contracted vendors and instructors.

4.D) <u>ADA Accessible Mats</u>

Chair Meischeid introduced the item, stating that the Vice Mayor raised it at a Commission meeting.

Parks and Recreation Director Perez stated that the proposal is for retractable mats reaching the shoreline, set out each morning and removed each evening by staff. He stated that the Town already provides a beach wheelchair, available on request at the Community Center, and that no purchase has been made.

A conversation was held on the matter.

Chair Meisheid opened the floor to public comments.

George Kousoulas, stated that the existing beach wheelchair and the dune mat to be restored after dune restoration already provide access. He stated concerns about tides, morning beach raking, and vehicle traffic.

Chair Meischeid closed the floor to public comments.

A conversation was held regarding the tides and wave action, environmental regulations including sea turtle nesting, and the safety risk if sand erodes under a mat.

Chair Meischeid stated that beach grading requires DERM approval and coordination with the Florida Fish and Wildlife Conservation Commission. She also asked about liability.

Parks and Recreation Director Perez stated that this had not yet been reviewed.

A motion was made by Vice Chair MacBride to direct the Parks and Recreation Director to contact Miami Beach, Sunny Isles Beach, and Bal Harbour to determine whether they use ADA beach mats or other methods, besides a beach wheelchair, seconded by Committee Member Chavez. Motion carried with a 3-0 vote with Committee Members Ehrman and Sugar absent.

Chair Meischeid spoke on the presentation made by the Vice Mayor. She asked if further liability will be at stake.

Parks and Recreation Director Perez stated that the City of Miami Beach offers shoreline mats once a month as an event.

4.E) October Movie Night Event

Parks and Recreation Director Perez stated that the first movie night will be held October 10, 2026, featuring The Nightmare Before Christmas. He stated that popcorn will be provided but no giveaways are planned.

4.F) Fall Programming

Parks and Recreation Director Perez stated that fall programming begins the first week of October. He stated that all program contracts have been signed and approved, except the mahjong contract, which is still under negotiation.

Deputy Town Clerk Guevara stated that she has received 13 contracts.

Parks and Recreation Director Perez stated that the Halloween event will be held October 23, 2026 at 96th Street Park.

Assistant Parks and Recreation Director Malvarez stated that the event is open to the public, but giveaways are limited to residents who show proof of residency at the check-in table.

4.G) Bus Services Update

Parks and Recreation Director Perez stated that 71 children are registered, 56 are active, and it averages 40 to 44 children daily.

Vice Chair MacBride asked about cost and staffing.

Parks and Recreation Director Perez stated that the service costs $78,000 per year, or $2,200 per week, and that there is no aide on the bus. He stated that 48 seats are in use.

5) New Business

Parks and Recreation Director Perez introduced Recreation Leader II Lucas Feinstein, who has worked for the Town for a little over a year. He stated that Lucas takes morning attendance at the bus stop, serves as the bus driver's direct contact, opens and closes facilities on a rotating basis, and performs maintenance such as pressure washing.

Recreation Leader II Feinstein stated that he supervises the park, tennis center, and Community Center, and helps run programs.

Committee Member Chavez stated that residents have reported non-residents occupying the basketball court for hours.

Assistant Parks and Recreation Director Malvarez stated that there are signage stating court time limits to one hour, and that staff steps in when needed.

Committee Member Chavez suggested a sign-in system.

Parks and Recreation Director Perez stated that not enough complaints have been received to implement one and stated that residents can report issues to the department.

6) Public Comments

No public comments were made.

7) Next Meeting Date

7.A) Next Meeting Date: October 19, 2026

Consensus was met to hold the next meeting on October, 19, 2026.

8) Adjournment

There being no further business to discuss before the Committee, a motion was made by Vice Chair MacBride to adjourn the meeting at 6:32 p.m., seconded by Committee Member Chavez.

Accepted this 26 day of October, 2026.

Marianne Meischeid, Chair

Attest:

Genesis Guevara
Deputy Town Clerk

Town of Surfside
Resort Tax Board
MINUTES
September 23, 2026
6:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Call to Order/Roll Call

Vice Chair Karp called the meeting to order at 6:05 p.m.

Deputy Town Clerk Guevara called the roll with the following members present:

Present: Vice Chair David Karp, Board Member Jocelyn Kinzer, Board Member Fred Landsman, and Board Member Judy Martinez.

Absent: Chair Eli Tourgeman.

Also Present: Commission Liaison David Weingot, Acting Town Manager Sandra McCready, Town Attorney Stephanie Herbello, and Tourism Director Frank Trigueros.

2) Agenda and Order of Business

No changes were made.

3) Town Commission Liaison Report

Commissioner Weingot provided his Commission liaison report.

4) Public Comments

No members of the public were present.

5) Approval of Minutes

5.A) August 3, 2026 Resort Tax Board Meeting Minutes

2026-08-03 Resort Tax Board Meeting Minutes

A motion was made by Board Member Landsman to approve the meeting minutes, seconded by Board Member Kinzer. Motion carried with a 4-0 vote with Chair Tourgeman absent.

6) Resort Tax Collection and Vacancies Report

Tourism Director Trigueros stated that Commissioner Vildostegui asked for item 7E to be moved to the beginning of the agenda. He continued to give the resort tax collection and vacancies report.

Board Member Landsman spoke on his ideas on beautification initiatives for the downtown area.

Board Member Kinzer asked if the businesses could make credit card payments.

Tourism Director Trigueros stated that he believes that they can, but it would need to be made in person in Town Hall.

Board Member Kinzer asked if they could make a payment plan.

Tourism Director Trigueros said that they could work on something. He continued with his report.

Board Member Landsman asked to use the funds for something different than events to help the Town become more attractive to tourists.

Commissioner Weingot continued to command the staff for pressure washing Harding Avenue.

Acting Town Manager McCready stated that they will be doing pressure washing every three weeks. She continued to introduce the new Town Attorney assigned to the Board, Stephanie Herbello.

A motion was made by Board Member Landsman to move item 7E to the beginning of the agenda as item 7A, seconded by Board Member Kinzer. Motion carried with a 4-0 vote with Chair Tourgeman absent.

7) Discussion Items

7.A) <u>Summer Sundays August and September Event Recaps</u>

Cover Page
Kites & Bites Collage

Tourism Director Trigueros introduced the item and continued to give a recap of the events.

Board Member Landsman spoke on the event, which he had attended.

Tourism Director Trigueros spoke on the event and stated that lately the weather has not been the best during the summer events.

Board Member Kinzer stated that on August 1, the event was very hot, and more waters should be ordered.

Vice Chair Karp asked regarding the weather policy.

Tourism Director Trigueros addressed the question.

7.B) Permanent Harding Avenue Lighting

Cover Page
Miami Christmas Lighting Harding Avenue estimate
Downtown Lighting images

Tourism Director Trigueros introduced the item. He spoke how he feels more comfortable with the services of Miami Christmas Lights.

Board Member Kinzer asked if they will be having plain white lights.

Tourism Director Trigueros stated that if that is what the Board wants, that can be done.

Board Member Martinez recommended to have for the Christmas season to have warmer lighting.

Tourism Director Trigueros stated that the lights cannot be changed.

Board Member Martinez stated that she agrees that a better downtown needs to be done. She suggested to add more decor that is not just lighting.

Tourism Director Trigueros stated that he had spoken to the company regarding extra decor for the holiday season. He stated that the company will put something together to be presented during the October meeting.

A motion was made by Board Member Landsman to approve Miami Lights, seconded by Board Member Kinzer. Motion carried with a 4-0 vote with Chair Tourgeman absent.

7.C) Surfside Holiday Celebration Vendor Selection

Cover Page
Tree Lighting Collage

Tourism Director Trigueros introduced the item.

Commissioner Weingot shared a message from Chair Tourgeman to add an extra month to the Third Thursday's events.

Tourism Director Trigueros stated that the previous Board had asked for the events to be reduced from four to three but with the Chair's suggestion, it can be brought to four events as there is enough budget. He stated that the events would be from January through April.

A conversation was held regarding the dates for the Third Thursday's events.

Alan Andai from Beachside Events introduced himself and continued to give a presentation on his holiday celebration event proposal.

Commissioner Weingot stated that $20,000 seems reasonable for the event. He asked how many people can this event accommodate.

Mr. Andai stated that on average they have 150 to 200 guests.

Tourism Director Trigueros stated that during the past events, there has been around 130 people with a less elaborated event and said this event can definitely bring a stronger network.

Mr. Andai stated that he has not run out of supplies during their events. He said that they will make sure no supplies run out if more people show up. He stated that the company tries to be conscious to keep the event on budget.

Board Member Kinzer asked if there is liquor served at the event.

Tourism Director Trigueros stated that there has been champagne served in the past.

Board Member Kinzer suggested to have cider.

Javier Valmana from the Wavey Group introduced himself and continued to present his proposal for the holiday celebration.

Board Member Martinez stated that one of the most important parts for the event is the Santa Claus and the picture portion for the kids.

Mr. Valmana stated that the entire event space would be a photo moment.

Board Member Martinez asked for a letter to Santa to be added.

Mr. Valmana said it can be incorporated.

A conversation was held regarding the selection of the vendors.

A motion was made by Board Member Kinzer to choose Beachside Events as a vendor for the Holiday Celebration Event, seconded by Board Member Landsman. Motion carried with a 3-1 vote with Board Member Martinez voting in opposition and Chair Tourgeman absent.

Board Member Martinez asked Mr. Andai if the Santa Claus and the photos will be part of the event.

Mr. Andai stated that it can be incorporated.

7.D) <u>Third Thursdays 2027 Vendor Selection</u>
Cover Page

Javier Valmana from the Wavey Group gave a presentation on his Third Thursday Event proposal. He proposed a movie themed events with the following movies as options: The Rocky Set, The Grease Set, The Greatest Showman Set, The James Bond Set, The Wonka Set, and the Pirates of the Caribbean Set.

Board Member Martinez asked if there will be any vegetarian options.

Mr. Valmana spoke on the foods offered at the event and said that

vegetarian options can be incorporated.

Vice Chair Karp asked how much the fourth event would be.

Mr. Valmana said that it would be $30,000.

Alan Andai from Beachside Events continued to give a presentation on his Third Thursdays Event proposal.

Board Member Landsman asked regarding the incorporation of the local businesses regarding the food.

Mr. Andai stated that it will be a hybrid system with food trucks as well.

Board Member Martinez asked if the budget for the food will be enough.

Mr. Andai spoke regarding the budget for the food and how it could be accommodated with keeping the budget at $30,000.

A motion was made by Board Member Landsman to approve the four Third Thursday's events, seconded by Board Member Kinzer. Motion carried with a 4-0 vote with Chair Tourgeman absent.

Vice Chair Karp suggested to do two events with Wavey Group and two events with Beachside Events.

A conversation was held regarding the selection for the vendors and events.

A motion was made by Board Member Martinez to choose the Wavey Group for the Third Thursdays Events series, seconded by Board Member Kinzer.

Board Member Kinzer spoke on the activities for adults and kids and to cater to everyone during the events.

Motion carried with a 3-1 vote with Board Member Landsman voting in opposition with Chair Tourgeman absent.

A conversation was held regarding the movies themes that will be used for the events.

A motion was made by Board Member Kinzer to choose The Wonka Set, The Pirates of the Caribbean Set, the Grease Set, and the Greatest Showman Set, seconded by Board Member Landsman. Motion carried with a 4-0 vote with Chair Tourgeman absent.

7.E) <u>SINGERFEST Event Proposal</u>

Cover Page
Singerfest 2026 x ReLeaf Designs Proposal
Singerfest Food Menu
Singerfest Collage
Singerfest 2025

Commissioner Vildostegui introduced himself and continued to present the proposal for the Singerfest event.

Board Member Martinez spoke how she has been trying to get the rights of the movie for the event.

Commissioner Vildostegui spoke on the short stories that are accompanied by films and presented his preferences to the Board.

Board Member Kinzer stated that her family has material from the time of Isaac Bashevis Singer which she is happy to provide for the event. She spoke regarding a Jewish Book Council that can have information.

Board Member Landsman asked if this is advertised to the tourists and hotels.

Tourism Director Trigueros stated that it is.

Board Member Kinzer spoke on a Jewish Community Calendar where the event can be advertised.

Tourism Director Trigueros said that they were looking at the November 15th date.

A conversation was held regarding the budget for the event.

Commissioner Vildostegui spoke on the panelists that he will be inviting to the event.

Charlotte al-Sahli from ReLeaf Designs introduced herself and continued to present the event idea.

A motion was made by Board Member Landsman to approve the event, seconded by Board Member Kinzer.

Board Member Martinez stated that she likes the idea of incorporating a bench that can be made into a touristic attraction.

Board Member Landsman asked for the pricing of the benches.

Tourism Director Trigueros stated that he can come back next month with pricing information. He stated that because it is a permanent structure, it needs to be in front of the Commission.

Mrs. al-Sahli stated that she had spoken with the representative from Plastic Fisherman and stated that they can make the bench mobile.

Board Member Kinzer stated that she believes the bench should be placed on Harding with landscaping and a possible canopy.

Board Member Landsman asked if a rendering can be made of the bench.

Mrs. al-Sahli stated that she is not sure if Plastic Fisherman can make

those.

Commissioner Weingot stated that Vice Mayor Benmergui had brought up this idea a couple of months back.

Acting Town Manager McCready stated that the matter is upcoming in the next Commission meeting. She stated that a four-person bench is about $2,490. She stated that if the Board is to approve the bench, she would like it to be cohesive with the rest of the benches.

Commissioner Weingot spoke on an added feature for the benches to prevent people from sleeping on them.

Board Member Kinzer spoke on the event last year and stated that it was beautiful.

A conversation was held regarding the logistics of the event and where it would be hosted.

Motion carried with a 4-0 vote with Chair Tourgeman absent.

8) New Business

No new business was added to the agenda.

9) Board Member Comments

Tourism Director Trigueros said that he had a message from Chair Tourgeman where he is asking for the 'It's a Surfside Thing' videos to be shown to the Board before they are posted. He stated that he will be bringing more date on the engagement of the videos.

Board Member Landsman stated that he spoke to the Acting Town Manager and the Town Attorney regarding ways for the Board to help beautify the downtown area.

A conversation was held regarding using the Resort Tax fund to help the beautification of the downtown.

10) Next Meeting

10.A) Next Meeting Date: October 12, 2026

Consensus was met to hold the next meeting on October 12, 2026.

11) Adjournment

There being no further business to discuss before the Board, a motion was made by Board Member Landsman to adjourn the meeting at 8:17 p.m., seconded by Board Member Kinzer. Motion carried with a 4-0 vote with Chair Tourgeman absent.

Accepted this 12 day of October, 2026.

Eli Tourgeman, Chair

Attest:

Genesis Guevara
Deputy Town Clerk

Town of Surfside
Planning and Zoning Board
MINUTES
September 24, 2026
6:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Call to Order/Roll Call

Chair Forbes called the meeting to order at 6:05 p.m.

Deputy Town Clerk Guevara called the roll with the following members present:

Present: Chair David Forbes, Vice Chair Ruben Bravo, Board Member Carolyn Baumel, Board Member Lindsay Lecour, Board Member James Mackenzie, Alternate Board Member Eric Stupel, and Alternate Board Member Jake Levy.

Also Present: Acting Town Manager Sandra McCready, Town Attorney Alejandro Uribe, and Town Planners Scarlet Hammons and Alessandra Alvarez.

Chair Forbes continued to explain the future procedures for the meetings. He stated that the Board's role is to review applications against the guidelines rather than personal preferences.

2) Town Commission Liaison Report

Mayor Danzinger stated that he had nothing to report.

Building Official Salazar announced that the Town received a letter of final determination from FEMA and that new flood maps will take effect in February 2027. He stated that the maps will use the NAVD88 and continued to explain what this meant. He stated that the two feet of freeboard will remain in effect and that staff will share the information with applicants.

Board Member Lecour asked whether the new building code taking effect at the end of the year would have other implications

Building Official Salazar stated that projects with a process number issued before the new building code takes effect will be reviewed under the previous code, however, applicants who will not have a permit issued by February of 2027 should plan for the new flood maps.

A conversation was held on the matter.

3) **Approval of Minutes**

A motion was made by Board Member Baumel to approve the July 30, 2026 and August 27, 2026 Planning and Zoning Board Meeting Minutes, seconded by Vice Chair Bravo. Motion carried with a 5-0 vote.

3.A) July 30, 2026 Planning and Zoning Board Meeting Minutes
2026-07-30 Planning and Zoning Board Meeting Minutes

3.B) August 27, 2026 Planning and Zoning Board Meeting Minutes
2026-08-27 Planning and Zoning Board Meeting Minutes

4) **Agenda and Order of Business**

No changes were made to the order of business.

5) **Applications**

Town Attorney Uribe read the statement for all Quasi-Judicial Hearings into the record. He requested confirmation of compliance with the advertising and notice requirements.

Deputy Town Clerk Guevara confirmed the notice requirements.

Town Attorney Uribe asked the Members if they had any ex-parte communications.

No members of the Board had any ex-parte communications.

Deputy Town Clerk Guevara swore in everyone wishing to speak.

5.A) 801 92nd Street - New Single-Family Home
Cover Page
Attachment A - Zoning Table
801 92nd Street Agenda Packet

Town Planner Hammons introduced the application.

Iselle Hernandez introduced herself and gave a presentation on the application.

Chair Forbes opened the floor to public comments.

No members of the public wished to speak.

Chair Forbes closed the floor to public comments.

Alternate Board Member Stupel stated that the home is well designed, warm and inviting, and that the limestone and landscaping enhance the project.

Board Member Mackenzie stated that the entrance is not given enough hierarchy within the context of the design, as it is located where the front

and side facades intersect, and asked that the entry stair be revisited as a conditional approval.

Board Member Lecour stated that she likes the style and materials. She stated that the zoning table shows the front yard paving over the 50% maximum and asked that it meet the code as a condition of approval. She asked whether the backyard would be raised.

Ms. Hernandez stated that the backyard will be approximately two feet higher, with a raised wood deck for permeability, and that they are working with the civil engineer.

Board Member Lecour stated that it would have compatibility issues with the neighbors and said it would be a condition for her. She thanked the applicant for saving almost every tree on the site, asked that the fence be notched to save tree number six, a 22-inch palm, and asked that the linear wall sconces be removed and replaced with other lighting.

Alternate Board Member Levy asked whether the planters would be irrigated.

Ms. Hernandez confirmed that they would.

Board Member Baumel suggested more modern, contemporary exterior lanterns. She stated that she likes the curved corners and the two-car parking provided.

Vice Chair Bravo expressed concern that the staff zoning table showed an inconsistency in the front yard paving.

Town Planner Hammons stated that the zoning table entry was an error showing the open space rather than the paved area, and that the front yard paving is under the maximum.

Board Member Lecour stated that the paving would then be approximately 14.7% and asked that it be double-checked.

Town Planner Hammons agreed to verify it.

Vice Chair Bravo asked that the height be verified relative to the crown of the road.

Alternate Board Member Levy asked about the location of the pool equipment.

Ms. Hernandez stated that it is hidden in the understory.

Chair Forbes stated that the home is an asset to the area.

A motion was made by Board Member Lecour to approve the application with staff conditions and the following conditions: verification of the front yard paving, removal of the linear wall sconces, an attempt to save tree number six, and an attempt to

address the comments regarding the front entry, seconded by Vice Chair Bravo. Motion carried with a 5-0 vote.

5.B) 1429 Biscaya Drive - New Single-Family Home

Cover Page
Attachment A - Zoning Table
1429 Biscaya Drive Agenda Packet

Town Planner Hammons introduced the application.

Deputy Town Clerk Guevara swore in the property owners, as they wished to speak.

Merita Sekniqi, stated that her son, who owns the adjacent property, is building the home for her and her husband so the family can live close to one another, and thanked the Board.

Shuri Sekniqi spoke on his family's wish to be part of the Surfside community.

Kirk Weng gave a presentation on the application.

Vice Chair Bravo opened the floor to public comments.

Mayor Danzinger spoke on the matter and stated that he knows the applicants, who moved to Surfside to be near their family and have asked how to get involved in the community.

Chair Forbes closed the floor to public comments.

Alternate Board Member Stupel stated that the design is sleek and modern, liked the driveway materials and wood fins, and stated that landscaping is needed to soften the lines.

Board Member Mackenzie stated that the entrance creates intrigue and articulation. He asked why the parapet walls were raised.

Mr. Weng stated that it was for proportion.

Board Member Mackenzie stated that the parapets do not need to be raised and that the courtyard benefits the neighbor.

Board Member Lecour thanked the applicant for keeping all of the trees and for the courtyard tree. She stated that the north side presents a large expanse of blank wall to the neighbor and asked, as a condition, for taller landscaping to buffer it. She stated that she struggles with the compatibility of the front facade, which presents two large concrete walls to the street, and suggested warming it, possibly by incorporating the wood fin elements from the rear.

Alternate Board Member Levy asked about the location of the pool equipment and whether water runoff through the open fins was a concern.

Mr. Weng stated that the equipment is in a niche on the north side and that

the open fins are located at terrace areas.

Board Member Baumel stated that the home is compatible with the street, given the adjacent home owned by the applicants' son, and praised the integration of the home with the covered outdoor entertainment space.

Vice Chair Bravo stated that the zoning table shows the parapet at 3.6 feet where three feet is the maximum, and the front yard paving at 50.4% where 50% is the maximum, and that both should be addressed. He stated that the design is smart for the site and agreed with Board Member Lecour regarding the walls facing the neighbor.

Chair Forbes agreed with Board Member Lecour that the north wall needs more landscaping.

A motion was made by Board Member Baumel to approve the application with the following conditions: landscaping along the north side setback tall enough to buffer the north neighbor, revisit warming the front facade, modification of the parapet height, and compliance of the front yard paving with the 50% maximum, seconded by Board Member Mackenzie. Motion carried with a 5-0 vote.

5.C) <u>8935 Hawthorne Avenue - New Single-Family Home</u>
Cover Page
Attachment A - Zoning Table
8935 Hawthorne Avenue Agenda Packet

Deputy Town Clerk Guevara swore in the applicants.

Town Planner Hammons introduced the application. She stated that the project was previously approved with conditions at the April 2025 Planning and Zoning Board meeting, and that the revised submittal increases the floor area

Chair Forbes asked for clarification.

Town Planner Hammons confirmed that because the applicant redesigned the home, the Board would review the application anew.

Stephen Conti and Harrison Newman introduced themselves and gave a presentation on the application.

Chair Forbes opened the floor to public comments. No members of the public wished to speak.

Chair Forbes closed the floor to public comments.

Alternate Board Member Stupel suggested lighting on the entry stairs and at the rear of the home, and stated that he likes the wood-framed windows and limestone.

Mr. Newman stated that the planters will be illuminated.

Board Member Mackenzie stated that the second-floor condensing units are not concealed by the one-foot nine-inch rear parapet and asked that they be placed behind a parapet consistent with the required guard height.

Mr. Newman stated that the parapet can be raised.

Board Member Mackenzie also stated that the rough light-toned limestone at the entrance is out of character for Surfside and suggested a flatter limestone.

Mr. Newman stated that this could work.

Board Member Lecour stated that the context diagram is too small to show the home in relation to its neighbors and asked that future renderings include the neighboring homes. She stated that the tree disposition plan provides no information or justification for removing 18 of the 20 existing trees, many of which are at the perimeter and could be saved.

Mr. Newman stated that they would review the tree disposition plan.

Alternate Board Member Levy stated that he likes the design.

Board Member Baumel asked about the driveway and pool deck materials.

Mr. Newman stated that the driveway is brick, with soldier brick at the front planters and stairs, and that the pool deck rendering is for texture only.

Vice Chair Bravo stated that he would like to see how lighting affects the facade, suggested considering step lighting, and cautioned that the color palette may be too monotone.

Chair Forbes stated that the home fits within the guidelines and will enhance the area.

A motion was made by Board Member Lecour to approve the application with staff conditions and the following conditions: preservation of 10 of the 20 existing trees, with the Town Planner authorized to determine feasibility within the design so that the item does not need to return to the Board, correction of the mechanical screening of the second floor, and replacement of the stone, seconded by Board Member Baumel. Motion carried with a 5-0 vote.

Mayor Danzinger warned attendees of a scam in which applicants approved by the Board receive fraudulent emails appearing to come from the Town, requesting payment of fees for permits. He asked that the Chair repeat the warning at future meetings.

Town Planner Hammons stated that this has been occurring for about a year and that staff will redact applicants' personal information from posted materials going forward.

5.D) <u>8942 Emerson Avenue - New Single-Family Home</u>
Cover Page
Attachment A - Zoning Table

Town Planner Hammons introduced the application.

Iselle Hernandez gave a presentation on the application.

Chair Forbes opened the floor to public comments.

No members of the public wished to speak.

Chair Forbes closed the floor to public comments.

Alternate Board Member Stupel stated that the design is beautiful and distinct, and praised the curved windows, the landscaping, the trellis at the entry and the lighting.

Board Member Mackenzie stated that the design is not harmonious with its context, as the mix of rounded and square corners and the arched window appear arbitrary. He suggested using consistent corners on each facade and a more consistent composition of fenestration and asked the applicant to consider the home in the context of the Town's fabric.

Board Member Lecour stated that she could not support approving the project. She concurred with Board Member Mackenzie, the front facade is too prominent, and raising the backyard to ten feet, overlooking the neighbors, is not compatible. She stated that the wall sconces, soffit lighting and driveway lighting are a nuisance to neighbors and that trees in good condition are being removed that could be saved.

Alternate Board Member Levy stated that he likes the arched window, the pool and the trellis.

Board Member Baumel stated that the design is different and reflects the homeowners' wishes. She stated that the elevation difference with neighbors is inherent to new construction and that the square footage will be verified by the Building Department.

Vice Chair Bravo stated that the design is interesting and agreed with Board Members Mackenzie and Lecour regarding how the home fits with its neighbors.

Chair Forbes stated that being different is not a bad thing, that the home reflects the owner's direction, and that he saw no reason not to approve it.

Board Member Lecour clarified that her objection was not to the architectural style but to the compatibility and scale of the home relative to its neighbors.

Town Attorney Uribe stated that he had been informed that the Town Commission imposed a moratorium on the enforcement of the design guidelines, and that compatibility is an element of the guidelines. He suggested that if the Board was not ready to approve the application, it be deferred or tabled while staff verifies the matter.

Board Member Lecour asked whether determining compatibility with surrounding properties remains part of the Board's design review responsibilities regardless of the guidelines.

Town Attorney Uribe stated that he would verify the Board's criteria in the code beyond the guidelines and requested a few minutes to do so, so that the Board's decision would not be subject to challenge.

Board Member Mackenzie asked whether the moratorium also applied to the 2007 guidelines.

Town Attorney Uribe stated that his understanding was that enforcement of the design guidelines generally is under moratorium until new design guidelines are adopted by the Commission.

Board Member Mackenzie and Chair Forbes questioned how the Board could review applications without guidelines to follow.

Chair Forbes called a recess at 7:26 p.m.

The meeting reconvened at 7:39 p.m.

Town Attorney Uribe addressed the Board regarding the Town Commission's moratorium on the enforcement of the design guidelines. He stated that every applicant has the right to be heard and that applicants may choose to defer their application to the next meeting. He advised that the Board may review the applications against the guidelines and, if it finds an application meets them, may make comments and approve it, however, rather than deny an application for not meeting the guidelines, the Board should defer it to allow the administration to provide further clarity.

Chair Forbes asked which guidelines applied.

Town Attorney Uribe stated that the 2007 guidelines had been replaced, and that the 2026 guidelines, which were the only guidelines in effect, have been placed under a moratorium. He stated that the moratorium does not roll back to the prior guidelines and that no guidelines should be enforced at this time. He stated that deferral would be the advisable and prudent course when the Board does not support approval, and that no motion was needed to proceed in this manner.

Vice Chair Bravo asked whether the Board would essentially be applying the code.

Town Attorney Uribe stated that the guidelines still exist, but there is a moratorium on enforcing them. He stated that if the Board finds a design compatible because it meets the guidelines, there is no reason not to approve it.

Board Member Baumel asked whether the 2024 design guidelines were similar to the 2007 guidelines.

Chair Forbes stated that once the 2026 guidelines were approved, all prior guidelines no longer applied, and that under the moratorium no guidelines

could be used.

Town Attorney Uribe clarified that the guidelines cannot be used to deny an application, and that the guidelines operate differently than ordinances and the Town Code.

A motion was made by Board Member Lecour to defer the application to the next meeting, seconded by Board Member Mackenzie. Motion carried with a 3-2 vote, with Board Member Baumel and Chair Forbes voting in opposition.

Deputy Town Clerk Guevara stated for the record that the next meeting will be held on October 29, 2026, at 6:00 p.m.

Iselle Hernandez, architect for the application, asked for clarity on what to revisit. She stated that the comments concerned items that were simple to change, such as the corners of the facade, the landscaping and the driveway lighting, and could have been made conditions of approval.

Board Member Lecour stated that her primary concern regarding compatibility was the massing.

Chair Forbes stated that without design guidelines in effect, the Board does not yet know what is compatible, and that the Commission is working on the matter. He stated that the remaining applicants were welcome to present that evening or could be deferred to the top of next month's agenda.

Mayor Danzinger clarified that the Board can still approve projects with comments, however, where the Board cannot definitively point to a basis for denial, the goal is to defer, giving applicants another opportunity at the next meeting.

Board Member Mackenzie stated that he did not feel comfortable moving forward and recommended deferring the remaining applications.

Town Attorney Uribe stated that the Board has full authority to evaluate applications and to approve those it finds meet the guidelines, but they cannot deny an application based on the guidelines. He advised that the applications be considered on a case-by-case basis.

Chair Forbes stated that applicants had waited to be heard, and that if the Board agrees an application is approvable it should be approved, and if there are concerns it should be deferred.

Board Member Mackenzie stated that he was uncomfortable commenting on guidelines that are not enforceable and asked whether he could withdraw from the meeting.

Board Member Baumel stated that she did not think he should withdraw.

Board Member Mackenzie referenced a letter the Board received from a neighbor asking the Board to consider the effects of new development on adjacent properties, and asked how the Board should address it.

Board Member Baumel stated that the letter was not being ignored and that the Board should work with the Commission and others to explore solutions for new homes built at higher elevations than their neighbors.

Town Attorney Uribe stated that the only change from the Board's prior practice is that no application will be denied based on compliance with the guidelines. Regarding the letter, he advised the Board to weigh it based on whether it addresses matters covered by the guidelines. He confirmed that the Board would still have quorum if a member withdrew.

Board Member Mackenzie asked to withdraw with the permission of the Chair.

Chair Forbes granted the request.

Board Member Mackenzie left the meeting at 7:57 p.m.

Deputy Town Clerk Guevara stated for the record that Alternate Board Member Stupel would be voting for the remainder of the meeting.

Owner of 8942 Emerson Avenue, stated that the project had previously been postponed and asked for clarity on what needed to be revised.

Board Member Lecour offered to speak with the applicant on the side.

Ms. Hernandez stated that the direction was not clear because several Board Members did not support the deferral and the full Board's feedback was not received.

Town Attorney Uribe stated that a member who voted on the prevailing side could bring a motion for reconsideration.

Chair Forbes stated that he did not believe that would occur and advised the applicant to contact Board Members directly for their comments.

Ms. Hernandez stated that she would reach out the following day.

5.E) <u>9033 Carlyle Avenue - New Single-Family Home</u>

Cover Page
Attachement A - Zoning Table
9033 Carlyle Avenue Agenda Packet

Town Planner Hammons introduced the application.

Iselle Hernandez gave a presentation on the application.

Chair Forbes opened the floor to public comments.

Deputy Town Clerk Guevara continued to swear in those wishing to speak.

George Kousoulas spoke in support of the application and stated that the elevation is delicate and fits the neighborhood. He suggested that the octagonal window and the entry arch appear pinched and that reducing the

size of the octagon would improve the facade. He stated that the home negotiates the rear landscape well.

Chair Forbes closed the floor to public comments.

Alternate Board Member Stupel stated that he likes the coastal style, the staggered massing and the front and rear balconies.

Board Member Lecour stated that the double-height front massing on both sides does not relate to the neighboring homes and that the entry is compressed within the center niche. She stated that the wall sconces are not compatible with the neighbors, recommended taller landscaping along the side setbacks than the proposed eight-foot hedges, commented on the silver gutters, and suggested saving the two cocoplum trees in the tree disposition plan.

Alternate Board Member Levy stated that he likes the design, finds the white finish inviting, and believes the home would be a great addition to the street.

Board Member Baumel stated that the massing is too heavy at the front of the home, that the front entrance is lost, and questioned the octagonal window. She stated that she likes the rear design and the large square stepping stones and would like to see that approach carried to the front.

Vice Chair Bravo stated that the rear design is a smart solution for the Town's standard lots and agreed that the front massing needs better resolution.

Chair Forbes asked about the new accessory structure.

Ms. Hernandez stated that it is a barbecue area with an arch and open trellis matching the home, meeting the 12-foot height limit, and that it is shown on the model and elevation sheet A4.0.

Chair Forbes stated that he agreed the front massing is overwhelming and that he could not support the application without seeing the accessory structure.

A motion was made by Board Member Baumel to defer the application to the October 29, 2026 meeting, with direction for the applicant to take into consideration the Board's comments regarding the front massing, seconded by Board Member Lecour. Motion carried with a 4-1 vote, with Alternate Board Member Stupel voting in opposition.

Ms. Hernandez stated that the comments differed from those on the previously approved home.

Chair Forbes stated that the Board Members are available to speak with her.

5.F) <u>9117 Carlyle Avenue - New Single-Family Home</u>
Cover Page
Attachment A - Zoning Table

Town Planner Hammons introduced the application.

Deputy Town Clerk Guevara swore in the property owners.

Valentina Martin Trust, property owner, stated that her family already lives in the neighborhood and that they believe the application meets all of the criteria.

Martin Gonzalez, representing the application, gave a presentation.

Chair Forbes opened the floor to public comments.

No members of the public wished to speak.

Chair Forbes closed the floor to public comments.

Alternate Board Member Stupel stated that he likes the variety of materials, the front lighting and the large doors and windows.

Board Member Lecour stated that the rear pool deck, at a ten-foot finished floor elevation, is not compatible with the neighbors' backyards. She recommended editing the front facade to reduce the number of materials and make the design more cohesive, a more subtle lighting scheme with uplighting and without extensive sconces, soffit lighting or LED strip lighting, and preserving more of the existing vegetation. She stated that the front fence is too high and is uncommon on Surfside streetscapes.

Mr. Gonzalez stated that the existing vegetation is in poor condition, and that the fence meets the code and was requested by the owner for privacy and for their dog.

Alternate Board Member Levy stated that he likes the materials and suggested revisiting the lighting, particularly the step and address lighting, and the front signage. He asked whether the planters would be irrigated, and Mr. Gonzalez confirmed that they would.

Board Member Baumel stated that she likes the pool elevation and that the six-foot side setbacks exceed the five-foot minimum. She stated that the number of materials makes the design feel muddled and recommended simplifying to one or two materials and stated that the landscaping appears sparse.

Vice Chair Bravo asked whether handrails were planned for the front stairs.

Mr. Gonzalez stated that taller landscaping is proposed in the center of the stairs rather than a fixed railing.

Vice Chair Bravo stated that the stairs raise a safety concern. He noted a difference between the pool deck and the side yard grade and advised caution. He stated that he agreed with the comments regarding the fence, mixed materials, lighting, pool elevation, and landscaping.

Chair Forbes stated that front fences are permitted in the Town. He agreed that there are many materials on the front of the home, expressed concern about safety on the front stairs, and stated that the front landscaping is not exciting. He stated that he supports approving the home with a few changes.

A motion was made by Board Member Lecour to defer the application to a date certain, seconded by Vice Chair Bravo. Motion failed with a 2-3 vote, with Board Member Baumel, Alternate Board Member Stupel and Chair Forbes voting in opposition.

Deputy Town Clerk Guevara stated for the record that the next meeting will be held on October 29, 2026, at 6:00 p.m.

Board Member Baumel suggested improving the landscaping in coordination with the Town Planner, addressing safety with railings at the front stairs and at the rear if the elevation requires it, and reconsidering the number of materials used.

Vice Chair Bravo asked for clarification that the suggestions are not enforceable.

Board Member Baumel confirmed that they are suggestions only.

A motion was made by Board Member Baumel to approve the application with suggestions, seconded by Alternate Board Member Stupel. Motion carried with a 3-2 vote, with Board Member Lecour and Vice Chair Bravo voting in opposition.

5.G) **9205 Byron Avenue - New Single-Family Home**

Cover Page
Attachment A - Zoning Table
9205 Byron Avenue Agenda Packet

Town Planner Hammons introduced the application.

Deputy Town Clerk Guevara swore in the property owners.

Josh Hoffman, introduced himself and his wife, Lily Hoffman, thanked the Board, and spoke on his family moving to the Town.

Jennifer Salman, Miami Architectural Studio, gave a presentation on the application on behalf of the owners.

Chair Forbes opened the floor to public comments.

Howard Renard spoke in support of the application. He stated that his only concern is the rear retaining wall adjacent to his carport, which currently experiences flooding, and asked that the wall be high enough.

Chair Forbes noted that the Board received a letter from Mara Oliver stating her concerns.

Chair Forbes closed the floor to public comments.

Alternate Board Member Stupel stated that the home is warm and tropical and will enhance the neighborhood.

Board Member Lecour thanked the applicant for the scale of the project, noting that the setbacks and height were not maximized. She suggested saving any mature trees along the property lines, reducing the color contrast of the two garage doors, and reducing the number of wall sconces, especially on the second story, for a more subtle lighting scheme.

Alternate Board Member Levy stated that the home is compatible with the neighborhood, suggested revisiting the front lighting, and advised care with drainage, as the street floods.

Board Member Baumel stated that she likes the knee wall and the warmth of the design. She suggested a softer stone, such as keystone, and recommended that the owners speak with their neighbors regarding flooding.

Vice Chair Bravo thanked the owners and the architect.

Chair Forbes stated that he likes the home and asked the applicant to address the neighbors' drainage concerns.

Board Member Lecour suggested revisiting the lighting to make it more subtle, saving existing trees where possible, ensuring the drainage protects the neighbors, and reconsidering the contrast of the garage doors.

A motion was made by Board Member Lecour to approve the application with suggestions: improve lighting, garage contract, drainage, and keeping mature trees, seconded by Vice Chair Bravo. Motion carried with a 5-0 vote.

5.H) **<u>9532 Abbott Avenue - Single-Family Home Renovation and Addition</u>**
Cover Page
Attachment A - Zoning Table
9532 Abbott Avenue Agenda Packet

Town Planner Hammons introduced the application.

Valeria Lorenzo gave a presentation on the application. She stated that a building permit was issued in August 2026 and that the owners are proposing to extend the second floor at the rear of the home with an expanded primary bedroom and a covered terrace.

Chair Forbes opened the floor to public comments.

Necip Kagan Kocaoglu, the property owner, spoke in support of the application. He stated that the home does not maximize the allowable height or floor area ratio, that hedges were added per the prior condition, that the lighting is subtle, and that they are ready to begin construction.

Chair Forbes closed the floor to public comments.

Town Attorney Uribe clarified that because the home already has a building permit, the Board's scope of review should be limited to the expansion.

Board Members had no comments on the expansion.

Alternate Board Members Stupel and Levy expressed support.

A motion was made by Vice Chair Bravo to approve the application, seconded by Board Member Lecour. Motion carried with a 5-0 vote.

Chair Forbes and Board Member Lecour left the meeting at 9:05 p.m. Chair Forbes handed the gavel to Vice Chair Bravo.

6) Ordinances

7) Next Meeting Date

7.A) Next Meeting Date: October 29, 2026

Consensus was met to hold the next meeting on October 29, 2026.

8) Discussion Items

8.A) Future Discussion Items Tracker
Cover Page
Future Agenda Items for Discussion - September

Vice Chair Bravo asked if any Board Member had comments on the Future Discussion Items Tracker. No comments were made.

9) New Business

Deputy Town Clerk Guevara stated that no new business was added during the Agenda and Order of Business.

Board Member Baumel stated that she understood her item would be added to the agenda.

Town Planner Hammons stated that her understanding was that the item would be brought forward verbally under New Business.

Town Attorney Uribe stated that the presiding officer may accept new business.

Vice Chair Bravo suggested that the item be presented and placed on the next meeting agenda for discussion.

Board Member Baumel presented her proposal. She stated that the design guidelines are not serving the community, including new home builders and residents seeking additions, and proposed simplifying them into design concepts or prompts that the Town Planner could provide to architects. She stated that she had prepared eight items and had discussed the proposal with George Kousoulas, the Town Planner, and the Town Attorney, and suggested that it be combined with Mr. Kousoulas' work on the design guidelines.

Alternate Board Member Stupel asked whether she had an outline of the proposed guidelines.

Vice Chair Bravo stated that because the item was not on the agenda it could not be discussed, and that it would be placed on the next meeting agenda for discussion.

Mr. Kousoulas stated that he had spoken with Board Member Baumel on the matter and they had a productive conversation. He said that the design guidelines are needed.

Vice Chair Bravo stated that they will add this item to the next meeting and have Mr. Kousoulas present the item.

Board Member Baumel continued to provide the eight items she would like to be discussed next meeting.

10) Adjournment

There being no further business to discuss before the Board, a motion was made by Alternate Board Member Levy to adjourn the meeting at 9:16 p.m., seconded by Alternate Board Member Stupel. Motion carried with a 4-0 vote.

Accepted this 29 day of OCTOBER, 2026.

David Forbes, Chair

Attest:

for Sandra N. McCready, MMC
Town Clerk

MEMORANDUM

ITEM NO. 3C.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Approval of Phase III – Additional Equipment and Technical Support Services for the Cellular Water Meter Program – Utility Solution and Automation, LLC.**

Town Administration recommends approval of this item.

The Town Commission previously approved Resolutions No. 2023-2992 and No. 2025-3372, establishing a multiyear plan for the purchase of cellular water meter equipment from Utility Solution and Automation, LLC.

As the cellular water meter program has progressed, the Utility Billing Division has identified the need for additional technical support from Utility Solution and Automation, LLC to ensure the proper installation, troubleshooting, and operation of the cellular utility encoders. This support also includes providing and installing the appropriate meter box lids to facilitate reliable transmission of water usage data.

The proposed additional equipment and services will benefit the Town by improving the reliability and accuracy of water meter data transmission, supporting efficient utility billing operations, reducing potential service disruptions and troubleshooting delays, and ensuring the cellular meter system functions as intended. These improvements will enhance operational efficiency and support the Town's continued efforts to modernize its water utility infrastructure.

Utility Solution and Automation, LLC has submitted a proposal for the additional equipment, installation assistance, and troubleshooting services in an amount not to exceed $45,566.00.

Resolution No. 2023-2992 Approving First Amendment-Badger Meter Inc.

Resolution No. 2025-3372 Utility Solutions & Automation, LLC for Phase III of the Town's Multi-Year Cellular Water Meter Plan

Resolution Approving Utility Solutions Cellular Meter Support

Town of Surfside Estimate #2294

RESOLUTION NO. 2023 - 2992

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BADGER METER, INC. FOR THE PURCHASE OF NEW CELLULAR ENCODERS TO IMPLEMENT PHASE II OF THE TOWN'S CELLULAR WATER METER PLAN; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS SERVICES AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE AND REPLACEMENT WORK; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2013, the Town of Surfside (the "Town") installed a battery-operated transponder system consisting of 1,700 encoders to transmit residential water meter information to the Town Hall's centralized antenna; and

WHEREAS, due to the battery-operated transponder system's age, fifteen percent of existing encoders have failed and Town Staff anticipates that additional encoder failures will accelerate in the near future, consistent with the expected 8 to 10 year battery life expectancy of each encoder; and

WHEREAS, Town Staff has developed and budgeted for a multi-year Cellular Water Meter Plan to replace the Town's aging battery-operated transponder system encoders (the "Project"); and

WHEREAS, on December 14, 2021, the Town Commission adopted Resolution No. 2021-2836, which approved the purchase of 659 cellular-based encoders and related cloud-based hosting services from Badger Meter, Inc. (the "Vendor") to implement Phase I of the Project ("Phase I"); and

WHEREAS, pursuant to Resolution No. 2021-2836, the Town entered into a Professional Services Agreement with the Vendor for Phase I (the "Agreement"); and

WHEREAS, Section 1.2 of the Agreement provides that the Agreement may be amended to authorize Phases II and III of the Project; and

WHEREAS, the Vendor has submitted a proposal to the Town to implement Phase II of the Project attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, as part of the Proposal, the Vendor will replace an additional 550 existing encoders with cellular-based encoders at a cost of $182.05 per encoder, for a total of cost of $100,127.50 (the "Phase II Encoder Replacement Work"); and

WHEREAS, pursuant to Section 3-13(6) of the Town's Code, supplies, equipment, or services available from a sole source only may be exempted from competitive bidding; and

WHEREAS, additionally, pursuant to Section 3-13(7)(f) of the Town's Code, public works or utilities maintenance and repair purchases for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to approve a First Amendment to the Agreement with the Vendor, in substantially the form attached hereto as Exhibit "B" (the "First Amendment"), for the purchase of the Phase II Encoder Replacement Work for a total amount not to exceed $100,127.50, consistent with the Proposal; and

WHEREAS, the Town Commission finds that the purchase of the Phase II Encoder Replacement Work is in the best interests 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 Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Purchase of Phase II Encoder Replacement Work Approved; Exemption from Competitive Bidding. The Town Commission hereby approves the purchase of the Phase II Encoder Replacement Work pursuant to the Proposal attached hereto as Exhibit "A", and approves the First Amendment, in substantially the form attached hereto as Exhibit "B," for the purchase of the Phase II Encoder Replacement Work for a total amount not to exceed $100,127.50, consistent with the Proposal. The Town Commission finds that pursuant to Sections 3-13(6) and (7)(f) of the Town's Code, the purchase of the Phase II Encoder Replacement Work is exempt from competitive bidding.

Section 3. Authorization to Expend Funds and Execute First Amendment. The Town Manager is hereby authorized to expend funds in the amount of $100,127.50 for the Phase II Encoder Replacement Work and execute the First Amendment, in substantially the form attached hereto as Exhibit "A," subject to final approval by the Town Manager and Town Attorney.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Phase II Encoder Replacement Work and the purposes of this Resolution.

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

PASSED AND ADOPTED this 9th day of May, 2023.

Motion By: Commissioner Meischeid
Second By: Commissioner Landsman

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	Yes
Commissioner Marianne Meischeid	Yes
Commissioner Nelly Velasquez	Yes
Vice Mayor Jeffrey Rose	Yes
Mayor Shlomo Danzinger	Yes

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BADGER METER, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") is entered into as of _____, 2023 by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation (hereinafter the "Town"), and **BADGER METER, INC.**, a Wisconsin for-profit corporation authorized to do business in Florida (hereinafter, the "Contractor").

WHEREAS, on May 10, 2022, the Town and Contractor entered into that certain Professional Services Agreement (the "Agreement") for Phase I of the Town's three-year conversion program to convert all 1,700 existing meter encoders to cellular based encoders in order to replace the low battery inventory reaching life expectancy (the "Project"); and

WHEREAS, Section 1.2. of the Agreement provides that the Agreement may be amended to authorize Phases II and III of the Project, as detailed in a subsequent proposal to be provided by the Contractor at the direction of the Town and subject to the approval of the Town; and

WHEREAS, the Contractor has agreed to provide and deliver 550 cellular based encoders in accordance with the Proposal attached hereto as Exhibit "A" for Phase II of the Project, which consists of replacing 550 of the Town's existing water meter encoders ("Phase II Services"); and

WHEREAS, the Town and Contractor wish to amend the Scope of Services and compensation payable to Contractor for Phase II of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:[1]

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Scope of Services.** Section 1.1 of the Agreement is hereby amended as follows:

1. Scope of Services.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

1.1. The Contractor shall provide the Services to replace 659 existing Town encoders for Phase 1 of the Project in accordance with the Proposal attached hereto as Exhibit "A." At the Town's sole discretion, the Contractor shall provide Cloud-Based Hosting Services for the Town's cellular-based encoder replacements in accordance with the Proposal attached hereto as Exhibit "A." The Contractor shall provide the Phase II Services to replace 550 existing Town encoders for Phase II of the Project in accordance with the Proposal attached hereto as Exhibit "B."

3. **Compensation and Payment**. Section 3.1 of the Agreement is hereby amended as follows:

3. Compensation and Payment.

3.1 The Contractor shall be compensated for the Services for Phase 1 of the Project at a cost of $160.70 per HRE-LCD encoder with attached ORION Endpoint. For the Phase II Services, the Contractor shall be compensated at a cost of $182.05 per HRE-LCD encoder with attached ORION Endpoint.

3.1.1. Contractor shall be compensated in an amount not to exceed $105,901.30 to provide the Services for Phase 1 of the Project, consistent with the Proposal attached hereto as Exhibit "A."

3.1.2. For Phase II Services, the Contractor shall be compensated in an amount not to exceed $100,127.50, consistent with the Proposal attached hereto as Exhibit "B."

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, the all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

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

TOWN OF SURFSIDE

By: _____
Hector Gomez
Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

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

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
larango@wsh-law.com (email)

BADGER METER, INC.

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:
Badger Meter, Inc
4545 W Brown Deer Rd
Milwaukee, WI 53223
414-355-0400 (telephone)
_____ (facsimile)
legal@badgermeter.com (email)

With a copy to:
_____
_____
_____
_____
_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "B"

(PHASE II SERVICES PROPOSAL

Badger Meter

HRELCD + CELLULAR ENDPT QUOTATION

BM#3479147

4545 W Brown Deer Rd
Milwaukee WI 53223
PHONE: 800-876-3837

CREATED DATE: April 20 2023
QUOTED BY: Angie Phillips
REQUESTED BY: Randy Stokes
PHONE: 786-778-1728
EMAIL: rstokes@townofsurfsidefl.gov

BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: APRIL 20 2023 - OCTOBER 19 2023

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	HRELCD + CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > $35,000	Net 30 Days

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	HRELCD ENCODER REGISTER WITH ORION CELLULAR ENDPOINT:		
550	HRELCD Encoder Regsiter, Gallon, with Orion Cellular Endpoint with twist tight connector for retrofitting mechanical meters currently owned by the Utility:	$ 182.05	$ 100,127.50
	LEAD TIME = 135 WORKING DAYS OR APPROXIMATELY END OF OCT 2023		

SUBTOTAL	$ 100,127.50
SALES TAX	$ -
FREIGHT	$ -
TOTAL	$ 100,127.50

Sales Tax: To be quoted at time of order.
Est. Lead Time: To be provided at time of order.

Notes and Assumptions:

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

THANK YOU FOR YOUR BUSINESS!!

This quotation is an offer, made subject to the terms & conditions found on our website:
www.badgermeter.com/Company/Legal/Sales-terms.aspx

RESOLUTION NO. 2025-3372

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF CELLULAR UTILITY ENCODERS FROM UTILITY SOLUTIONS & AUTOMATION, LLC IN ORDER TO IMPLEMENT PHASE III OF THE TOWN'S MULTI-YEAR CELLULAR WATER METER PLAN; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE WHERE THIS VENDOR IS THE ONLY SOURCE CAPABLE OF FULFILLING THE NEEDS OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's (Town") battery-operated transponder system encoders have failed due to the system's age;

WHEREAS, the Town has developed and budgeted for a multi-year Cellular Water Meter Plan to replace the Town's aging battery-operated transponder system encoders with cellular-based encoders;

WHEREAS, in 2021 and 2023, the Town approved the initial and second phase of a three-phase project to replace the encoders;

WHEREAS, Utility Solutions & Automation, LLC ("Utility Solutions"), has submitted a proposal to the Town to implement Phase III, the final phase, of the Town's Cellular Water Meter Plan;

WHEREAS, in Phase III, an additional 530 encoders will be replaced with cellular-based encoders;

WHEREAS, in accordance with Section 3-13(6) of the Town Code, supplies, equipment or services from a sole source are exempt from the Town's competitive bidding procedures where the Town Manager has previously determined, after a good faith review of available sources, that Utility Solutions & Automation, LLC is the only source for cellular-based encoders which are compatible with the Town water metering hardware;

WHEREAS, Utility Solutions has provided the Estimate attached hereto

as Exhibit "A" for the Phase III cellular-based encoders at a cost of $110,664.00;

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into a Purchase Order to purchase the Phase III cellular-based encoders from Utility Solutions in substantially the same form as the Estimate attached hereto as Exhibit "A" ; and

WHEREAS, the Town Commission finds that the purchase of the Phase III cellular-based encoders is in the best interests and welfare of the Town and its residents.

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

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

Section 2. Purchase of Phase III Cellular-Based Encoders Approved; Exemption from Competitive Bidding; Authorization to Town Manager. The purchase of the Phase III cellular-based encoders in the amount of $110,664.00 from Utility Solutions is hereby approved, in accordance with the Estimate attached hereto as Exhibit "A." The Town Commission finds that pursuant to Section 3-13(6) of the Town's Code, the purchase of the Phase III cellular-based encoders is exempt from competitive bidding. The Town Manager is authorized to execute a Purchase Order for the purchase of the Phase III cellular-based encoders in substantially the same form as the Estimate attached hereto as Exhibit "A."

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Phase III cellular-based encoders and the purposes of this Resolution.

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

PASSED AND ADOPTED this 11th day of February, 2025.

Motion By: Commissioner Velasquez

Second By: Vice Mayor Paul

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

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Thais Hernandez, Esq.
Town Attorney

Utility Solutions & Automation, LLC

1205 Tech Blvd, Unit 106

Phone # 1-833-379-6111
E-mail angela@utilitysa.com

Estimate

Date	Estimate #
1/22/2025	852

Name / Address
Town of Surfside 9293 Harding Ave Surfside, FL 33154

If you would like to place this order please reply to this email with a PO # or a verbal approval.

Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
Frantza Duval	fduval@townofsurfsidefl.gov	Net 30	SW	PPD/ADD	03/31/25

Description	Qty	Cost	Total
M25, 5/8' Retrofit, HR-E LCD Register, USG, 9 Dial, PL/PS, Torx Screw, 5' TT Conn, LTE-M Endpoint BMI #103-8212	530	208.80	110,664.00
M25 Bare plastic bottom meters $58.68 as needed			

PLEASE NOTE

All shipments are FOB our dock. Freight charges will be added to all invoices less then $35,000.00.

Restocking charges of a minimum 25% if returned within 90 days. After 90 days parts are not returnable.

Credit cards will be charged a 4.2% surcharge. We only take Visa.

Subtotal	$110,664.00
Sales Tax (0.0%)	$0.00
Total	$110,664.00

RESOLUTION NO. 2026-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF EQUIPMENT, INSTALLATION ASSISTANCE, AND TROUBLESHOOTING SERVICES FROM UTILITY SOLUTIONS & AUTOMATION, LLC FOR THE TOWN'S CELLULAR WATER METER PROGRAM IN AN AMOUNT NOT TO EXCEED $45,566.00; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(f) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT AS NECESSARY FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") has developed, budgeted for and implemented a multi-year Cellular Water Meter Plan to replace the Town's aging battery-operated transponder system encoders with cellular-based encoders (the "Program"); and

WHEREAS, as the Program has progressed, the Town's Utility Billing Division has identified the need for technical support to ensure the proper installation, troubleshooting and operation of the Town's cellular utility encoders, including providing and installing the appropriate meter box lids to facilitate the reliable transmission of water usage data; and

WHEREAS, Utility Solutions & Automation, LLC ("Utility Solutions") has submitted a proposal, in the form of Estimate No. 2294 attached hereto as Exhibit "A" ("Estimate"), for the equipment, installation assistance, and troubleshooting services for the Program; and

WHEREAS, the equipment and services will benefit the Town by improving the reliability and accuracy of water meter data transmission, supporting efficient utility billing operations, reducing potential service disruptions and troubleshooting delays, and

ensuring that the cellular water meter system functions as intended, thereby enhancing operational efficiency and supporting the Town's continued efforts to modernize its water utility infrastructure; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town Code, purchases of materials, supplies, equipment, public improvements or services for public works and utilities are exempt from the Town's competitive bidding procedures, and the Town Commission finds that the purchase of the equipment and services described in the Estimate is such a purchase; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into a purchase order and/or any other agreement as necessary with Utility Solutions for the purchase consistent with the Estimate, in an amount not to exceed $45,566.00; and

WHEREAS, the Town Commission finds that this Resolution is in the public interest and in the best interests and welfare of the Town and its residents.

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

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

Section 2. Purchase of Equipment and Services Approved; Exemption from Competitive Bidding; Authorization to Town Manager. The purchase of equipment, installation assistance, and troubleshooting services from Utility Solutions to ensure the proper installation, troubleshooting and operation of the Town's cellular utility encoders, including the provision and installation of meter box lids, in an amount not to exceed $45,566.00, is hereby approved in accordance with the Estimate attached hereto as

Exhibit “A.” The Town Commission finds that, pursuant to Section 3-13(7)(f) of the Town Code, the purchase is exempt from competitive bidding. The Town Manager is authorized to negotiate and enter into a purchase order and/or any other agreement as necessary with Utility Solutions for the purchase approved herein, consistent with the Estimate attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legality.

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase approved herein and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"

Utility Solutions & Automation, LLC

1205 Tech Blvd, Ste 106
Tampa, FL 33619
Phone # 1-833-379-6111
E-mail: angela@utilitysa.com

Estimate

Date	Estimate #
8/13/2026	2294

Name / Address
Town of Surfside 9293 Harding Ave Surfside, FL 33154

If you would like to place this order please reply to this email with a PO # or a verbal approval.

Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
Sandra Siefken	ldesir@townofsurfsidefl.gov	Net 30	EH	PPD/ADD	09/30/26

Description	Qty	Cost	Total
Site Survey	436	17.50	7,630.00
DFW 37C Lid - Light Duty Black - Badger Orion Recessed Hole - 11X18 P/N DFW37M-1T-Small-NHK-LID	358	28.00	10,024.00
DFW 1324C Lid - Black - Badger Orion Recessed Hole P/N DFW1324C-AF1T-small-LID	30	79.00	2,370.00
DFW 1730C Lid - Black - Badger Orion Recessed Hole No Hook - 17x30 P/N DFW1730C-AF1T-small-NHK-LID	39	138.00	5,382.00
Mitigate 448 no read locations installing a new cellular endpoint and/or a new HRE/LCD encoder where needed to restore the AMI read. Exchange lid for poly where needed. Drill any existing poly lids for proper endpoint mounting where applicable.	448	45.00	20,160.00
Terms & Conditions			
* The lid sizes quoted here are estimated quantities. The actual quantities will be determined in the survey and invoiced accordingly*			
The quotation assumes that the City has all necessary encoder registers and Orion cellular endpoints in stock to be used for the project			

Subtotal	
Sales Tax (0.0%)	
Total	

Page 1

Estimate

Date	Estimate #
8/13/2026	2294

1205 Tech Blvd, Ste 106
Tampa, FL 33619
Phone # 1-833-379-6111
E-mail: angela@utilitysa.com

Name / Address
Town of Surfside 9293 Harding Ave Surfside, FL 33154

If you would like to place this order please reply to this email with a PO # or a verbal approval.

Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
Sandra Siefken	ldesir@townofsurfsidefl.gov	Net 30	EH	PPD/ADD	09/30/26

Description	Qty	Cost	Total
It is assumed that commercial vaults have a poly "buddy box" for mounting cellular endpoints. Buddy box installation is not included at these locations			
The City staff will enter the exchange data for each location in the Billing CIS. USA will provide the encoder/register and endpoint exchange data accurately to the City			
Mitigation of locations does not require meter body exchanges			
Mitigation is completed upon a successful AMI meter read to BEACON AMA. Damage to hardware after mitigation is completed is not covered under this quote			
The 448 Mitigation locations are listed in the workbook titled "Surfside Mitigation Work 8.17.26.xlsx"			
This quotation contains a "not to exceed" price to mitigate Badger Orion AMI meter reads on the 448 meter and endpoint numbers listed in the "Surfside Mitigation Work 8.17.26.xlsx" workbook in accordance with the quoted items and the details listed within the quotation. The actual hardware and labor to achieve the mitigation work may change with the findings of the survey, where the price of the quote is not exceeded			

PLEASE NOTE

All shipments are FOB our dock. Freight charges will be added to all invoices less then $35,000.00.

Restocking charges of a minimum 25% if returned within 90 days. After 90 days parts are not returnable.

Credit cards will be charged a 4.2% surcharge. We only take Visa.

Subtotal	$45,566.00
Sales Tax (0.0%)	$0.00
Total	$45,566.00

Estimate

Date	Estimate #
8/13/2026	2294

1205 Tech Blvd, Ste 106
Tampa, FL 33619
Phone # 1-833-379-6111
E-mail: angela@utilitysa.com

Name / Address
Town of Surfside 9293 Harding Ave Surfside, FL 33154

If you would like to place this order please reply to this email with a PO # or a verbal approval.

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Description	Qty	Cost	Total
Site Survey	436	17.50	7,630.00
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Mitigate 448 no read locations installing a new cellular endpoint and/or a new HRE/LCD encoder where needed to restore the AMI read. Exchange lid for poly where needed. Drill any existing poly lids for proper endpoint mounting where applicable.	448	45.00	20,160.00
Terms & Conditions			
* The lid sizes quoted here are estimated quantities. The actual quantities will be determined in the survey and invoiced accordingly*			
The quotation assumes that the City has all necessary encoder registers and Orion cellular endpoints in stock to be used for the project			

Subtotal	
Sales Tax (0.0%)	
Total	

Estimate

Date	Estimate #
8/13/2026	2294

1205 Tech Blvd, Ste 106
Tampa, FL 33619
Phone # 1-833-379-6111
E-mail: angela@utilitysa.com

Name / Address
Town of Surfside 9293 Harding Ave Surfside, FL 33154

If you would like to place this order please reply to this email with a PO # or a verbal approval.

Customer Contact	Customer E-mail	Terms	Rep	Freight Terms	EXP DATE
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Description	Qty	Cost	Total
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Mitigation is completed upon a successful AMI meter read to BEACON AMA. Damage to hardware after mitigation is completed is not covered under this quote			
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PLEASE NOTE

All shipments are FOB our dock. Freight charges will be added to all invoices less then $35,000.00.

Restocking charges of a minimum 25% if returned within 90 days. After 90 days parts are not returnable.

Credit cards will be charged a 4.2% surcharge. We only take Visa.

Subtotal	$45,566.00
Sales Tax (0.0%)	$0.00
Total	$45,566.00

MEMORANDUM

ITEM NO. 3D.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Annual Geographic Information System (GIS) Utilities Submittal to the Department of Environmental Resources Management (DERM)**

Town Administration recommends approval of this item.

The Town previously entered into a Project Agreement for **GIS Program Support and Hosting** to provide ongoing Geographic Information System (GIS) utilities maintenance, hosting, and program support services, including assistance with the preparation and submittal of required documentation to the Florida Department of Environmental Protection and other applicable regulatory agencies.

Under the existing agreement, the consultant supported the Town's previous DERM submittal effort, which was completed on **February 27, 2026**.

A new Project Agreement is required to provide the specialized services necessary to prepare and submit the **2027 DERM package**. Establishing a separate agreement for the 2027 submittal effort will allow the Town to continue receiving the required regulatory support while maintaining the existing agreement for its ongoing GIS maintenance, hosting, and program support responsibilities.

The proposed agreement will provide continuity in the Town's regulatory compliance efforts and ensure that the 2027 DERM package is properly prepared, reviewed, and submitted in accordance with applicable requirements and deadlines.

Reso Approve Proposal and Project Agreement Kimley Horn - GIS Utilities Submittal to DERM

Project Agreement Kimley Horn - Annual GIS Utilities Submittal to DERM

Professional Services Agreement for DERM Submittal 2026 2027

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH KIMLEY HORN & ASSOCIATES INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR ANNUAL GEOGRAPHIC INFORMATION SYSTEM (GIS) UTILITIES SUBMITTAL TO THE DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM); PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town wishes to retain the services of Kimley Horn & Associates, Inc. (the "Consultant") for professional architectural and engineering services, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal to provide professional services for Annual Geographic Information System (GIS) Utilities Submittal to the Department of Environmental Resources Management (DERM), attached hereto as Exhibit "A" ("Proposal"), and the Town and Consultant have agreed to enter into a specific Project Agreement (the "Project Agreement") attached hereto as Exhibit "B", authorizing the Consultant to provide the services as detailed in the Proposal (the "Services"); and

WHEREAS, the Proposal and Project Agreement, attached hereto as Exhibits "A" and "B", respectively, provide for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services for a total lump sum fee of $26,793; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Proposal attached hereto as Exhibit "A" and the Project Agreement attached hereto as Exhibit "B", in substantially the form attached, and authorize the expenditure of such funds; and

WHEREAS, the Town Commission finds that this Resolution is 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. Approval of Proposal and Project Agreement. The Proposal attached hereto as Exhibit "A" and the Project Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit "B", are hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Project Agreement attached hereto as Exhibit "B" with the Consultant for the Services and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed $26,793.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this ___ day of_____, 2026

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner Dovid Weingot _____
Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Annual Geographic Information System (GIS) Utilities Submittal to Department of Environmental Resources Management (Derm)

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Annual Geographic Information System (GIS) Utilities Submittal to Department of Environmental Resources Management (Derm)

Subject to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to as the "Continuing Services Agreement") between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as "Town") and **KIMLEY-HORN AND ASSOCIATES, INC.**, (hereinafter referred to as "Consultant") dated April 2, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2026, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services and deliverables for the Annual Geographic Information System (GIS) Utilities Submittal to Department of Environmental Resources Management (Derm) and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit "A," for the Town (the "Services").

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit "A." Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit "A."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the Town. The Consultant shall not incur any expenses or

obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "A". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "A" attached hereto. Consultant shall receive a lump sum fee not to exceed $ 26,793.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, , facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "A", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole

discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a Florida Municipal Corporation

_____

TOWN CLERK

By:_____

Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

TOWN ATTORNEY

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____

Name: _____

Title: _____

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

EXHIBIT "A"

PROJECT SCOPE OF SERVICES AND SCHEDULE AND PAYMENT SCHEDULE

[TO BE INSERTED]

October 2, 2026

Andre Eugent
Public Works / CIP Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Re: ***PROFESSIONAL SERVICES AGREEMENT DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) GIS SUBMITTAL TOWN OF SURFSIDE, FL***

Dear Mr. Eugnet,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), in connection with the Town of Surfside "Continuing Professional Engineering Services Agreement RFQ No. 2020-06" is pleased to submit this letter agreement (the "Agreement") to Town of Surfside ("Client" or "Town") to provide professional services support for the annual Geographic Information System (GIS) utilities submittal to Department of Environmental Resources Management (DERM).

Project Understanding

Kimley-Horn will complete the annual GIS utility submittal to the Miami-Dade County Department of Environmental Resources Management (DERM) on behalf of the Town. Kimley-Horn will assist with reviewing, validating, and updating the Town's water, sewer, customer, and basin datasets to ensure compliance with current DERM requirements and submit final DERM map package.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1: GIS SUBMITTAL FOR DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM)

Kimley-Horn will update four (4) GIS utility datasets required for the annual DERM submittal. Kimley-Horn will review DERM's utilities submission guidelines and requirements document for changes to required fields and changes in schema. Kimley-Kimley-Horn will coordinate with DERM on any questions or discrepancies of DERM utilities submission guidelines and requirements document and map packages provided by DERM.

Kimley-Horn will attend up to two (2) meetings with the Town to review required, optional, and missing attribute information. Kimley-Horn will coordinate with the Town on locating information to populate for DERM utility datasets.

Kimley-Horn will review the sewer, water, basins, and customer GIS datasets to ensure compliance with DERM annual GIS submittal requirements. The Town will provide access or provide an export of the customer data from the BEACON water metering application. Tasks include validating schema requirements, verifying all required fields are populated, and reviewing optional attributes for completeness and consistency. Utility datasets include the following:

- Water Utilities
  - Backflow Preventor
  - Control Valves
  - Fittings
  - Hydrants
  - Meters
  - Structures
  - Valve boxes
  - Water Services
  - Water Mains
  - Water Tank

- Sewer Distribution System
  - Cleanouts
  - Discharge Structure
  - Gravity Sewer Mains
  - Fittings
  - Flow Meters
  - Force Mains
  - Laterals
  - Lift Stations
  - Manholes
  - Treatment Plant
  - Wells
  - Valves

- Customer Data
  - Water Customer
  - Sewer Customer
  - Water and Sewer Customer

- Basins

Kimley-Horn will upload the updated GIS DERM utility dataset package into the DERM file transfer site before January 6, 2027, on behalf of the Town. All files transmitted will meet DERM's GIS utility regulatory requirements. Kimley-Horn will review DERMs output file for compliance and create PDF report back to the Town.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Field collection
- Professional services not specifically included in the above scope of services.

Information Provided by Client

The Town will provide access or provide an export of the customer data from the BEACON water metering application. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Town shall be responsible for all fees and additional cost associated with maintenance of the AGOL account, to be renewed on an annual basis.

Schedule

Kimley-Horn will perform the services outlined in this contract before January 6, 2027, from Notice to Proceed (NTP).

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such Project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task Number & Name		Fee	Type
1	GIS Submittal for Division of Environmental Resources Management (DERM)	$ 26,793.00	Lump Sum
Total		**$ 26,793.00**	

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

Closure

The terms and conditions of Town of Surfside "Continuing Professional Engineering Services Agreement", RFQ No. 2020-06, shall govern this scope of services. We appreciate this opportunity to provide these services and submit this proposal. Please contact Amber Crane at 954-546-9914 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Erin Emmons .
Associate

Amber Crane
Project Manager

TOWN OF SURFSIDE

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____
_____

MEMORANDUM

ITEM NO. 3E.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Procurement of Spare Soft Starters for Stormwater and Sewer Pump Stations**

Town Administration recommends approval of this item.

The Town's stormwater and sewer pump stations utilize soft starters to control the startup and operation of pump motors. Many existing soft starters are outdated, and replacement units have become increasingly difficult to obtain due to discontinued models and limited availability. This presents a maintenance and operational concern, as the failure of a soft starter could result in extended equipment downtime while a suitable replacement is located and procured.

Maintaining an inventory of spare soft starters would allow staff to respond more promptly to equipment failures, minimize service interruptions, and improve the reliability of the Town's stormwater and sewer pump station systems. Having replacement units readily available would also reduce the risk of prolonged outages that could adversely affect stormwater drainage operations or sewer system performance.

The total cost to procure the required spare soft starters is **$16,503**. This procurement will provide essential replacement equipment to support ongoing maintenance needs, reduce reliance on sourcing obsolete components during emergency situations, and help ensure the continued reliable operation of the Town's critical stormwater and sewer infrastructure.

Staff recommends that the Town Commission approve the procurement of spare soft starters for the Town's stormwater and sewer pump stations in the amount of **$16,503** and authorize the Town Manager to execute the necessary purchase orders and related procurement documents, provided that the total expenditure does not exceed the approved amount, and to

take all administrative actions necessary to complete the purchase.

Reso Approving Purchase of Spare Soft Starters for Stormwater and Sewer Pump Stations

Exhibit A - Delta Controls Proposal Dated 10-12-2026

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF SPARE SOFT STARTERS FOR THE TOWN'S STORMWATER AND SEWER PUMP STATIONS FROM DELTA CONTROLS INC.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(F) OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE OF EQUIPMENT RELATED TO TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's ("Town's") stormwater and sewer pump stations utilize soft starters to control the startup and operation of pump motors; and

WHEREAS, many of the Town's existing soft starters are outdated, and replacement units have become increasingly difficult to obtain due to discontinued models and limited availability; and

WHEREAS, the failure of a soft starter could result in extended equipment downtime while a suitable replacement is located and procured, and prolonged outages could adversely affect stormwater drainage operations or sewer system performance; and

WHEREAS, maintaining an inventory of spare soft starters will allow Town staff to respond more promptly to equipment failures, minimize service interruptions, reduce reliance on sourcing obsolete components during emergency situations, and improve the reliability of the Town's critical stormwater and sewer infrastructure; and

WHEREAS, Delta Controls Inc. (the "Vendor") has submitted an estimate attached hereto as Exhibit "A" (the "Estimate") for the purchase of four (4) spare soft starters for the Town's sewer and stormwater pump stations (collectively, the "Equipment") in the

total estimated amount of $16,503.75, inclusive of a twenty-five percent (25%) contingency; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town Code of Ordinances ("Code"), public works purchases or work for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town desires to purchase the Equipment from the Vendor in an amount not to exceed $16,503.75, in accordance with the Estimate attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that this Resolution is 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. Approval and Authorization of Equipment Purchase. The Town Commission approves and authorizes the purchase of the Equipment from the Vendor in a total amount not to exceed $16,503.75, in accordance with the Estimate attached hereto as Exhibit "A." The Town Commission finds that, pursuant to Section 3-13(7)(f) of the Town Code, the purchase of the Equipment is exempt from competitive bidding as a public works purchase of equipment related to Town facilities.

Section 3. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order and/or other agreement, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

PASSED AND ADOPTED this _____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT “A”

Delta Controls Inc. Service Estimate dated October 12, 2026

SERVICE ESTIMATE

Delta Controls Inc.
7906 Penny lane
Fort Pierce, FL 34951
(954)257-3046

Date:	Invoice #	P.O #
10/12/2026	0	

SHIP TO:
Town Of Surfside
Municipal Building
9293 Harding Ave
Surfside, FL 33154

LOCATION:
Town of Surfside

PARTS

QTY	DESCRIPTION	PRICE	AMOUNT
1	Soft Starter for sewage station	3,607.00	3,607.00
2	Soft Starter for drainage station	2,170.00	4,340.00
1	Soft Starter for FDOT drainage station	5,256.00	5,256.00

DATE	HOURS	RATE	AMOUNT
		TOTAL	

PARTS	$13,203.00
LABOR	
Contingency (25%)	$3,300.75
TOTAL	**$16,503.75**

Thank You For Your Business!

COMMENTS: The sewage ones I only found one if we want more which I recommend 2 or even 3 I would have to source them
The drainage station I found 10
The DOT ones I found 5
All of these soft starters are obsolette and will become harder and more expensive to find in the future.
I recommend buying at least three of each. There are 4 total of each soft starters currently in operation at surside.
Labor cost for installation billed seperately.

SIGN

MEMORANDUM

ITEM NO. 3F.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Budget Amendment No. 1**

Town Administration recommends approval of the item.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2027 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2027 actual revenues and expenditures and recommends a change to the FY 2027 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate $288,120 of fund balance for
    a. Finance Department audit preparation support services ($193,220),
    b. Outsourcing payroll and HR onboarding services ($55,000),
    c. Town Hall recertification structural and electrical observation services ($24,900),
    d. Hawthorne tot lot automated restroom 5-year software license ($15,000),

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to:

1. Appropriate available fund balance of $62,709 for:
    a. 96th Street Park additional architectural services and construction administration ($55,709),
    b. additional funding for the Hawthorne tot lot automated restroom project ($7,000);

2. Re-appropriate $2,905,363 of fund balance to carry forward prior year's project funds for:
    a. the Town Hall Roof HVAC Replacement ($79,670),
    b. Surfside Memorial Park ($2,597,113),
    c. Dune Resiliency and Beautification ($50,731),
    d. Living Seawall ($70,154),
    e. Townwide Street Lighting Improvements ($107,695);

RESORT TAX FUND (Attachment A)

The Resort Tax Fund is being amended to:

1. Appropriate $26,450 of fund balance for:
    a. Pump room electrical replacements ($26,450),

03 Resolution - FY 2027 Budget Amendment No. 1

FY2027 Budget Amendment No. 1 Attachment A

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1, FOR THE FISCAL YEAR 2027 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2026, the Town of Surfside (the "Town") Commission adopted Resolution No. 2026-3574 approving the budget for Fiscal Year 2027 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended per Attachment "A" appended hereto to:

1. Appropriate $288,120 of fund balance for:
    a. Finance Department audit preparation support services ($193,220),
    b. outsourcing payroll and HR onboarding services ($55,000),
    c. Town Hall recertification structural and electrical observation services ($24,900),
    d. Hawthorne tot lot automated restroom 5-year software license ($15,000), and

WHEREAS, the Capital Projects Fund is being amended per Attachment "A" appended hereto to:

1. Appropriate available fund balance of $62,709 for:
    a. 96th Street Park additional architectural services and construction administration ($55,709),
    b. additional funding for the Hawthorne tot lot automated restroom project ($7,000);

2. Re-appropriate $2,905,363 of fund balance to carry forward prior year's project funds for:
    a. the Town Hall Roof HVAC Replacement ($79,670),
    b. Surfside Memorial Park ($2,597,113),
    c. Dune Resiliency and Beautification ($50,731),
    d. Living Seawall ($70,154),
    e. Townwide Street Lighting Improvements ($107,695); and

WHEREAS, the Resort Tax Fund is being amended per Attachment "A" appended hereto to:

1. Appropriate $26,450 of fund balance for:
    a. pump room electrical replacements ($26,450); 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. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approving Amended Budget; Budget Amendment No. 1. That the Town Commission approves the 2027 fiscal year budget amendment provided for in Attachment "A" appended hereto.

Section 3. Implementation. The Town Manager and/or designee are directed to take any and all action necessary to accomplish this Budget Amendment and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 10th day of November, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	____
Commissioner Gerardo Vildostegui	____
Commissioner David Weingot	____
Vice Mayor Dayana Benmergui	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

Attest:

_____
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole and Bierman, P.L.
Town Attorney

EXHIBIT "A"

TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A

Fiscal Year 2026/2027
BA No. 1
Fund Nos. 001 General Fund 102 Resort Tax Fund
301 Capital Projects Fund

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001-511-392-00-00	Appropriated Fund Balance	Appropriate fund balance for additional needs	$0	$288,120		$288,120
TOTAL	**GENERAL FUND REVENUES**			**$288,120**	**$0**	
EXPENDITURES						
001-2100-513-31-10	Professional Services	Finance Department support services Fierman Accountants & Advisors Reso. No. 2026-3587 10/13/2026	$ 33,000	$ 193,220		$ 226,220
001-2100-513-44-03	Rental & Leases	Outsourcing payroll and HR onboarding services platform annual fee	$ 65,000	$ 55,000		$ 120,000
001-5000-539-31-10	Professional Services	Town Hall recertification project for structural and electrical observations services Reso. No. 2026-3580 10/13/2026	$ 104,090	$ 24,900		$ 128,990
001-6000-572-44-03	Rental & Leases	Hawthorne tot lot automated restroom 5-year software license Reso No. 2026-3586 10/13 2026	$ 7,085	$ 15,000		$ 22,085
TOTAL	**GENERAL FUND EXPENDITURES**			**$288,120**	**$0**	

CAPITAL PROJECTS FUND						
REVENUES						
301-590-392-00-00	Appropriated Fund Balance	Appropriate additional funding for 96th Street Park additional architectural services and construction administration per Reso No. 2026-3572 Lunacon Settlement Agreement Paragraph 9	$0	$55,709		$55,709
301-590-392-00-00	Appropriated Fund Balance	Appropriate additional funding for Hawthorne tot lot automated restroom project	$55,709	$7,000		$62,709
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryover of Town Hall HVAC prior year project balance	$62,709	$79,670		$142,379
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance -carryover of Surfside Memorial Park prior year project balance	$142,379	$2,597,113		$2,739,492
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance -carryover of Dune Resiliency prior year project balance	$2,739,492	$50,731		$2,790,223
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryover of Living Seawall prior year project balance	$2,790,223	$70,154		$2,860,377
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance -carryover of Townwide Street Lighting Improvements prior year project balance	$2,860,377	$107,695		$2,968,072
TOTAL	**CAPITAL PROJECTS FUND REVENUES**			**$2,968,072**	**$0**	

TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A

Fiscal Year 2026/2027
BA No. 1
Fund Nos. 001 General Fund 102 Resort Tax Fund
301 Capital Projects Fund

CAPITAL PROJECTS FUND						
EXPENDITURES						
301-4400-539-62-20	Capital Outlay - Bldg - Town Hall	Reappropriate fund balance -carryover of prior year project balance	$0	$79,670		$79,670
301-4400-539-63-10	Surfside Memorial Park	Reappropriate fund balance -carryover of prior year project balance	$0	$2,597,113		$2,597,113
301-4400-539-63-30	Dune Resiliency & Beautification	Reappropriate fund balance -carryover of prior year project balance	$0	$50,731		$50,731
301-4400-541-63-30	Living Seawall	Reappropriate fund balance -carryover of prior year project balance	$0	$70,154		$70,154
301-4400-541-63-86	Townwide Street Lighting Improvements	Reappropriate fund balance -carryover of prior year project balance	$1,500,000	$107,695		$1,607,695
301-4400-572-63-80	96th St. Park Renovation	Appropriate funding for 96th St. Park additional architectural services ($44,534) and construction administration ($11,175) per Reso No. 2026-3572 Lunacon Settlement Agreement Paragraph 9	$0	$55,709		$55,709
301-4400-572-63-70	Hawthorne Totlot Improvements	Appropriate additional funding for Hawthorne Totlot automated restroom facility Reso No. 2026-3586 10/13/2026	$300,000	$7,000		$307,000
TOTAL	**CAPITAL PROJECTS FUND EXPENDITURES**			**$2,968,072**	**$0**	

TOURIST RESORT FUND						
REVENUES						
102-552-392-00-00	Appropriated Fund Balance	Appropriate fund balance for pump room electric replacements	$473,918	$26,450		$500,368
TOTAL	**TOURIST RESORT FUND REVENUES**			**$26,450**	**$0**	
EXPENDITURES						
102-8000-572-64-10	Capital Outlay- Machinery & Equipment	Pump room electrical replacements	$359,000	$26,450		$385,450
TOTAL	**TOURIST RESORT FUND EXPENDITURES**			**$26,450**	**$0**	

MEMORANDUM

ITEM NO. 3G.

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

From: Shlomo Danzinger, Mayor

Date: November 10, 2026

Subject: **Re-appointing Sandra N. McCready as Acting Town Manager**

Recommend reappointing for 90 days in accordance with Town Charter.

The Town Commission appointed Sandra N. McCready to serve as Acting Town Manager during the transition period. The first 90 days will expire on November 13, 2026.

The executed Agreement was effective August 13, 2026, at 5:01 p.m. and remains in effect until the earliest of: (1) a permanent Town Manager assumes office; (2) the Town Commission terminates the Agreement; or (3) the Acting Town Manager resigns from the position. The re-appointment is for an additional 90 days and does not create an entitlement or expectation of appointment as permanent Town Manager.

Under the Agreement, the Acting Town Manager will exercise the powers and perform the duties prescribed by the Town Charter, Town Code, Florida law, and directives of the Town Commission. During the term, she will report directly to the Town Commission in her capacities as both Acting Town Manager and Town Clerk.

Reso Reappointing Sandra N. McCready as Acting Town Manager

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REAPPOINTING SANDRA N. MCCREADY AS ACTING TOWN MANAGER IN ADDITION TO HER DUTIES AS TOWN CLERK; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 35 of the Town Charter (the "Charter") designates the Town Manager as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Article II, Section 11(1) of the Charter empowers the Town Commission of the Town of Surfside ("Town Commission") to appoint and remove the Town Manager; and

WHEREAS, Section 12 of the Charter authorizes the Town Commission to appoint an Acting Town Manager in the event of the absence, illness, death, discharge, or resignation of the Town Manager, and further provides that, within ninety (90) days after the appointment of an Acting Town Manager, the Town Commission must appoint either a permanent Town Manager or an Acting Town Manager; and

WHEREAS, on September 3, 2026, the Town Commission adopted Resolution No. 2026-3558 appointing Sandra N. McCready to serve as Acting Town Manager, effective as of August 13, 2026, and approved an Interim Employment Agreerment, providing that Ms. McCready may continue to serve as Town Clerk and may continue to perform all of the duties of that position, while serving as Acting Town Manager; and

WHEREAS, pursuant to Section 12 of the Charter, the Town Commission desires to reappoint Ms. McCready as Acting Town Manager, and in accordance with the Interim Employment Agreement previously approved; and

WHEREAS, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to reappoint Ms. McCready as Acting Town Manager as indicated in this Resolution.

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

Section 1. Recitals Adopted. The above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Acting Town Manager Reappointed. The Town Commission hereby reappoints Sandra N. McCready as Acting Town Manager of the Town of Surfside, effective as of November 11, 2026, to continue to serve in that capacity, which may be in addition to her duties as Town Clerk, until the Town Commission appoints a permanent Town Manager or as otherwise provided in the Interim Employment Agreement and in accordance with the Town Charter.

Section 3. Implementation. The Mayor is hereby authorized to take any and all necessary or further action to implement the purposes of this Resolution.

Section 5. Effective Date. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of November, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner Dovid Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger
Mayor

ATTEST:

_____
Sandra McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

MEMORANDUM

ITEM NO. 3H.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Pump Room Electrical Replacements**

Town Administration recommends approval of this item.

The Parks and Recreation Department is seeking to replace the existing electrical panel system located inside the Community Center pump room. The main breaker, control panel, and circuit breakers have sustained significant damage and reached the end of their operational life span. Additionally, the main electrical feed wires have deteriorated and developed corrosion due to inclement weather, environmental exposure, and chemicals within the pump room. As a result, lifeguards are currently required to manually turn circuit breakers on and off due to the condition of the electrical equipment, raising operational and safety concerns.

The Department recommends Yaba's Electrical, Inc. to complete the replacement of the damaged electrical components and associated wiring. Yaba's Electrical, Inc. has provided electrical services to the Town for over two years and is familiar with the Community Center's electrical systems and facility specifications. The company has previously completed electrical repairs and replacement services for the Town, and its experience with the facility will support the coordination and completion of the proposed work. The total cost of the project is $26,450. This replacement will address the existing electrical deficiencies, improve system reliability, and support the continued safe operation of the Community Center's pool facilities.

Resolution Approving Yabas Electrical Pump Room Electrical Replacement Work

Electrical quote Pump room

RESOLUTION NO. 2026-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL FROM YABA'S ELECTRICAL INC. FOR THE REPLACEMENT OF THE ELECTRICAL PANEL SYSTEM AND RELATED COMPONENTS AT THE COMMUNITY CENTER PUMP ROOM IN THE AMOUNT OF $26,450.00; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(f) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR ANY OTHER AGREEMENTS AS NECESSARY FOR THE WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") owns and operates the Surfside Community Center ("Community Center"), and the electrical panel system serving the pool facilities located within the pool utility room ("Pump Room"); and

WHEREAS, the main breaker, control panel, and circuit breakers located within the Pump Room have sustained significant damage and reached the end of their operational lifespan, and the main electrical feed wires have deteriorated and developed corrosion due to inclement weather, environmental exposure, and chemicals within the Pump Room; and

WHEREAS, the Town's Parks and Recreation Department ("Department") has identified the need to replace the damaged electrical panel system and related components located within the Pump Room, and Yaba's Electrical Inc. ("Yaba's Electrical") has submitted a proposal dated October 19, 2026, attached hereto as Exhibit "A" ("Proposal"), to furnish all materials and labor necessary to install new three-phase electrical panels with main breakers and enclosures, new circuit breakers, contactors, and switches, and to perform related work within the Pump Room (the "Work"), in the amount of $26,450.00; and

WHEREAS, Yaba's Electrical has previously performed electrical services and replacement work for the Town, and is familiar with the Community Center's electrical systems and facility specifications, and the Department recommends that Yaba's Electrical perform the Work; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town Code, purchases of materials, supplies, equipment, public improvements, or services for public works and utilities are exempt from the Town's competitive bidding procedures, and the Town Commission finds that the purchase of the Work is such a purchase; and

WHEREAS, the Town Commission wishes to approve the Proposal and authorize the Town Manager to negotiate and enter into a purchase order and/or any other agreements as necessary with Yaba's Electrical for the Work, in the amount of $26,450.00; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests 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 Adopted. Each of the above-stated recitals is hereby adopted, confirmed, and incorporated herein.

Section 2. Proposal Approved; Exemption from Competitive Bidding; Authorization to Town Manager. The Proposal from Yaba's Electrical for the Work in the amount of $26,450.00, attached hereto as Exhibit "A," is hereby approved. The Town Commission finds that pursuant to Section 3-13(7)(f) of the Town Code the purchase is exempt from competitive bidding. The Town Manager is authorized to negotiate and enter

into a purchase order and/or any other agreements as necessary with Yaba's Electrical for the Work, subject to approval by the Town Attorney as to form and legality.

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Work and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE

AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"

Yaba's Electrical Inc
EC13010925

4272 9th Ct
Hialeah, FL 33013
yabaselectrical@gmail.com
(786) 209-5064

QUOTE

DATE October 19, 2026

TO
Town Of Surfside
Parks & Recreation Department
9580 Bay drive
Surfside, FL 33154
cmalvarez@townofsurfsidefl.gov

Scope Of Work:

1. Install new three-phase electrical panel of 200Amps with Main breaker in pool utility room.
2. Install new enclosure for electrical panel of 200amps.
3. Install new three-phase electrical panel of 125Amps with main breaker in pool utility room.
4. Install new enclosure for electrical panel of 125amps.
5. Install all breaker in both electrical panels new.
6. Install new 30amp contactor with 120v coil for spa blower controlled by switch next to spa.
7. Install new enclosure and three-phase turn switch for Slide. (Lifeguards are manually turning On and Off circuit breaker in electrical panel).
8. Install new enclosure and three-phase turn switch for Gushers. (Lifeguards are manually turning On and Off circuit breaker in electrical panel).
9. Label all electrical equipment properly.
10. Existing main feed wires to panels will remain.
11. Replace three contactors on separate enclosers on north wall of pool utility room.

NOTES:

Price includes materials and Labor.

Price: $26,450.00
Deposit: $16,450.00
Final: $10,000.00

Make all checks payable to **Yaba's Electrical Inc**
If you have any questions concerning this invoice, Feel free to contact me.

THANK YOU FOR YOUR BUSINESS!

Yaba's Electrical Inc
EC13010925

QUOTE

4272 9th Ct
Hialeah, FL 33013
yabaselectrical@gmail.com
(786) 209-5064

DATE October 19, 2026

TO
Town Of Surfside
Parks & Recreation Department
9580 Bay drive
Surfside, FL 33154
cmalvarez@townofsurfsidefl.gov

Scope Of Work:

1. Install new three-phase electrical panel of 200Amps with Main breaker in pool utility room.
2. Install new enclosure for electrical panel of 200amps.
3. Install new three-phase electrical panel of 125Amps with main breaker in pool utility room.
4. Install new enclosure for electrical panel of 125amps.
5. Install all breaker in both electrical panels new.
6. Install new 30amp contactor with 120v coil for spa blower controlled by switch next to spa.
7. Install new enclosure and three-phase turn switch for Slide. (Lifeguards are manually turning On and Off circuit breaker in electrical panel).
8. Install new enclosure and three-phase turn switch for Gushers. (Lifeguards are manually turning On and Off circuit breaker in electrical panel).
9. Label all electrical equipment properly.
10. Existing main feed wires to panels will remain.
11. Replace three contactors on separate enclosers on north wall of pool utility room.

NOTES:

Price includes materials and Labor.

Price: $26,450.00
Deposit: $16,450.00
Final: $10,000.00

Make all checks payable to **Yaba's Electrical Inc**
If you have any questions concerning this invoice, Feel free to contact me.

THANK YOU FOR YOUR BUSINESS!

MEMORANDUM

ITEM NO. 3I.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **EnviroWaste Services Group, Inc. (ESG) – Agreement for Stormwater System Maintenance Services – Annual Amount Not to Exceed $100,000**

Staff recommends Commission Approval.

The Town of Surfside is responsible for maintaining its stormwater drainage infrastructure to ensure proper operation of its drainage systems, minimize localized flooding, and comply with applicable regulatory requirements. These responsibilities require qualified contractors to perform routine maintenance, cleaning, inspections, and emergency services as needed.

The City of Aventura competitively solicited Request for Proposals No. 2024-7-1 for Stormwater System Maintenance Services and subsequently entered into an agreement with EnviroWaste Services Group, Inc. (ESG). The agreement provides established pricing for stormwater infrastructure cleaning, vacuum and jetting services, inspections, and emergency response on an as-needed basis.

Although the Town's procurement code exempts public works purchases of this nature from competitive procurement requirements, Town Administration recommends utilizing the City of Aventura's existing agreement to establish consistent, competitively obtained pricing for these services. ESG has confirmed its willingness to honor the agreement's vacuum truck cleaning rate of $285 per hour for cleaning the Town's stormwater outfalls.

The Town has approximately 10 stormwater outfalls requiring periodic maintenance. Based on preliminary discussions, ESG provided an initial assumption of approximately 10 hours of cleaning per outfall, resulting in an estimated cost of $2,850 per outfall, or $28,500 for one complete cleaning cycle. These figures are preliminary assumptions provided by ESG for budgeting purposes and are not fixed costs or guaranteed estimates. Actual cleaning requirements and hours will be determined following a more detailed assessment of each outfall. ESG will then submit a proposal identifying the anticipated scope of work, estimated hours, and associated costs using the approved contractual hourly rates. Each proposal will be subject to review and approval by Town Administration before any work is authorized.

The proposed annual authorization of $100,000 will allow the Town to proceed with the anticipated initial cleaning of its stormwater outfalls while providing additional capacity for cleaning individual outfalls that may require more frequent maintenance, as well as other stormwater maintenance, inspection, and emergency services available under the agreement. All services will be performed on an as-needed basis and subject to prior authorization by the Town.

Utilizing the City of Aventura agreement will provide the Town with an established schedule of unit prices for ongoing stormwater maintenance services while allowing Town Administration to determine the extent and frequency of work based on actual system conditions and available funding.

Staff recommends that the Town Commission authorize the Town Manager to execute a piggyback agreement with EnviroWaste Services Group, Inc., utilizing the applicable terms, conditions, and pricing of the City of Aventura contract, in an annual amount not to exceed $100,000, subject to available funding. This authorization establishes the maximum annual expenditure and allows Town Administration to approve individual proposals and authorize services as needed, without guaranteeing any minimum expenditure.

Resolution Approving ESG Stormwater Services Agreement

Cover Agreement Surfside EnviroWaste Services Group

City of Aventura Stormwater contract

RESOLUTION NO. 2026-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR STORMWATER SYSTEM MAINTENANCE SERVICES, UTILIZING THE TERMS, CONDITIONS, AND PRICING OF THE CITY OF AVENTURA'S AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. RESULTING FROM REQUEST FOR PROPOSALS NO. 2024-7-1, IN AN AMOUNT NOT TO EXCEED $100,000.00 ANNUALLY, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE A COVER AGREEMENT AND ANY OTHER DOCUMENTS AS NECESSARY FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is responsible for maintaining its stormwater drainage infrastructure to ensure the proper operation of its drainage systems, minimize localized flooding, and comply with applicable regulatory requirements; and

WHEREAS, these responsibilities require qualified contractors to perform routine maintenance, cleaning, inspections, and emergency services on the Town's stormwater drainage infrastructure; and

WHEREAS, the City of Aventura ("Aventura") competitively solicited Request for Proposals No. 2024-7-1 for Stormwater System Maintenance Services ("RFP") and, following the adoption of Aventura Resolution No. 2024-54, entered into an Agreement for Stormwater System Maintenance Services with EnviroWaste Services Group, Inc. ("ESG"), effective September 3, 2024, attached hereto as Exhibit "A" ("Aventura Agreement"); and

WHEREAS, ESG has confirmed its willingness to provide stormwater system maintenance services, on an as needed basis, to the Town utilizing the terms, conditions, and pricing of the Aventura Agreement ("Services"); and

WHEREAS, prior to the performance of any Services, ESG will submit a proposal to the Town identifying the anticipated scope of work, estimated hours, and associated costs, based on the hourly rates established in the Aventura Agreement, and no Services will be authorized until the proposal has been approved by the Town; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town Commission finds that the Services, which will be provided utilizing the terms, conditions, and pricing of the Aventura Agreement, are exempt from the Town's competitive bidding procedures; and

WHEREAS, utilizing the Aventura Agreement will provide the Town with an established schedule of competitively obtained unit prices for ongoing stormwater maintenance services, while allowing Town Administration to determine the extent and frequency of the Services based on actual system conditions and available funding; and

WHEREAS, the Town Commission wishes to approve an agreement with ESG and authorize the Town Manager to execute a cover agreement with ESG for the Services, utilizing the terms, conditions, and pricing of the Aventura Agreement, in an amount not to exceed $100,000.00 annually, substantially in the form attached hereto as Exhibit "B", subject to annual budgetary appropriation; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests and welfare of the Town and its residents.

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

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

Section 2. Agreement Approved; Exemption from Competitive Bidding; Authorization to Town Manager. An agreement with ESG for the Services, utilizing the terms, conditions, and pricing of the Aventura Agreement, attached hereto as Exhibit "A," in an amount not to exceed $100,000.00 annually, is hereby approved. The Town Commission finds that, pursuant to Section 3-13(3) of the Town Code, the purchase is exempt from competitive bidding. The Town Manager is authorized to negotiate and execute a cover agreement with ESG for the Services, in substantially the form attached hereto as Exhibit "B", and any other documents as necessary, subject to approval by the Town Attorney as to form and legality.

Section 3. Authorization of Services; Term; Budgetary Appropriation. The Services shall be performed on an as-needed basis. Prior to the performance of any Services, ESG shall submit a final proposal identifying the anticipated scope of work, estimated hours, and associated costs, based on the rates established in the Aventura Agreement, and no Services shall be performed unless the proposal has been approved in writing by the Town Manager. The not to exceed amount approved herein establishes the maximum annual expenditure for the Services and does not guarantee any minimum expenditure by the Town. The Town Manager is authorized to renew or extend the agreement consistent with any renewals or extensions of the Aventura Agreement, or to

terminate the agreement in accordance with its terms. The Town's payment obligations for the Services are subject to annual budgetary appropriation.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Services approved herein and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Town Attorney, Weiss Serota Helfman Cole & Bierman, P.L

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AGREEMENT BETWEEN
THE CITY OF AVENTURA
AND
ENVIROWASTE SERVICES GROUP, INC.
FOR
STORMWATER SYSTEM MAINTENANCE SERVICES

THIS AGREEMENT (this "Agreement") is made effective as of the **3rd** day of **September, 2024** (the "Effective Date"), by and between the **CITY OF AVENTURA, FLORIDA,** a Florida municipal corporation, whose principal address is 19200 West Country Club Drive, Aventura, Florida 33180 (hereinafter the "CITY"), and **ENVIROWASTE SERVICES GROUP, INC.**, whose address is 18001 Old Cutler Road, Suite 643, Palmetto Bay, Florida 33157 (hereinafter, the "CONTRACTOR").

The following exhibits are incorporated herein and made a part of this Agreement:

Exhibit A: Certificate of Insurance
Exhibit B: Fee Schedule
Exhibit C: Contractor's Sub Contractors List
Exhibit D: Performance & Payment Security
Exhibit E: E-Verify Affidavit
Exhibit F: Affidavit Attesting to Noncoercive Conduct for Labor or Services

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Stormwater Maintenance Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on September 3, 2024, CITY adopted Resolution No.2024-54, which ratified the ranking of proposals for Stormwater Maintenance Services and authorized the City Manager to execute an Agreement with the top two highest ranked proposers; and

WHEREAS, City Commission has selected CONTRACTOR to perform Stormwater Maintenance Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

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

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SECTION 1 – TERM AND TERMINATION

1.1. Intent

The term of this Agreement shall begin on the date that it is fully executed and shall extend three (3) years, with two optional one (1) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2. Termination

This Agreement may be terminated for cause by action of the City Manager if CONTRACTOR is in breach and has not corrected the breach within 5 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 5 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

1.2.1. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 90 days after written notice from CONTRACTOR identifying the breach.

1.2.2. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

1.2.3. Notice of termination shall be provided in accordance with Section 8.13(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.

1.2.4. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.

1.2.5. CONTRACTOR acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

1.2.6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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1.2.7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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SECTION 2 - STANDARDS OF INSURANCE

2.1. Insurance

A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,

B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,

C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).

D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.

E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.

F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.

G. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.

H. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Aventura, 19200 West Country Club Drive, Aventura, Florida 33180.

I. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.

J. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.

K. CONTRACTOR is responsible for any costs or expenses below deductibles, self- insured retentions, coverage exclusions or limitations, or coinsurance penalties.

2.2. Specific Coverage

A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than $1,000,000 per employee per accident, $1,000,000 disease aggregate and $1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States

Longshoremen and Harbor workers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY. CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than $1,000,000 each occurrence, and $2,000,000 in aggregate, covering all work performed under this Agreement.

C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form and including per occurrence limits of not less than $2,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.

D. Umbrella or Excess Liability: Umbrella polices are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.

E. Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than $1,000,000 per claim and $3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

F. Employee Dishonesty Coverage: CONTRACTOR shall provide Employee Dishonesty coverage to include liability for dishonest acts of the CONTRACTOR'S employees against the CITY including Theft.

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SECTION 3 – SCOPE OF WORK

3.1. Scope of Work

The scope of work shall include, but is not limited to, providing continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, CITY owned stormwater infrastructure system. The infrastructure requiring maintenance services shall include, but not limited to, stormwater catch basins, inlets, manholes, pipes, outfalls, and pollution control devices.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations including but not limited to dewatering, turbidity and sediment control, and regulatory permitting, as needed.

The CONTRACTOR must self-perform all services unless otherwise indicated. No Sub-contracting of the maintenance services will be allowed, unless approved by the CITY in writing.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement by the CITY.

The City reserves the right to conduct investigations as it deems necessary, to determine the ability of the CONTRACTOR to perform the work or services. Information the City deems necessary in order to make a determination shall be provided by CONTRACTOR upon request.

3.2. Background

The CITY is responsible for the management and maintenance of the CITY's stormwater infrastructure. The CONTRACTOR shall be responsible for providing maintenance services to stormwater systems consisting of a complex network of over 800 catch basins and drainage structures; 12 miles of underground pipes of various sizes; 44 drainage wells; and 57 outfalls.

A. Services: The CONTRACTOR shall furnish all labor, materials, equipment, supplies, tools, safety measures, maintenance of traffic (MOT), and services required to accomplish the regular maintenance of the CITY's stormwater management system, but is not limited to, the cleaning of the following:

1. Catch basins.
2. Stormwater manholes.
3. Stormwater pipes.
4. Outfalls.
5. Drainage wells.
6. Stormwater pollution control structures, weirs & other appurtenances.
7. Closed Circuit Televising of pipe (CCTV) – (can be performed by a subcontractor).

B. Cleaning/Maintenance: The CONTRACTOR shall be responsible for performing the cleaning of the entire stormwater infrastructure.

1. Stormwater Management System Inspection/Cleaning – Scope includes annual inspection and cleaning of catch basins, storm manholes, weirs, and other stormwater structures along with all the downstream pipe segments connected to

each of the structures. As part of the inspections, CONTRACTOR shall record the sediment depth in each structure; identify any defects, both structural and aesthetic; remove debris and clear any weeds on or around the structures; and verify grate decals.

2. Well Cleaning: The CONTRACTOR will provide all pumps, motors, air compressors, surge tanks, discharge hoses and/ or pipes, and other ancillary equipment needed to develop each production well to the extent that, as practical, suspended solids have been removed from the well.

3. Regulatory Compliance – CONTRACTOR shall comply with all Federal, State, and Local regulatory requirements for work in active stormwater facilities that entail working in confined space and hazardous conditions. CONTRACTOR shall conform to Occupational Safety and Health Administration (OSHA) requirements, latest version, including Confined Space Entry requirements (29 CFR CH. XVII, Section 1910.146).

C. National Pollution and Discharge Elimination System (NPDES): The CITY is a co-permitee of the Miami-Dade County Municipal Separate Storm Sewer System (MS4) NPDES permitee FLS000003-004, as a result, and as directed by the CITY, the CONTRACTOR shall support the requirements of the (MS4) NPDES Permit and the implementation of appropriate Best Management Practices (BMPs) for preventing or reducing stormwater pollution. CONTRACTOR shall only assign staff trained in BMPs to work in the CITY.

D. Emergency Callouts: The CONTRACTOR shall be available for emergency callouts. Emergency response and deployment of staff shall be in accordance with Section 3.2.J. The CONTRACTOR shall supply the CITY with the primary and secondary backup contact name(s), and telephone number(s) of responsible person(s) representing the CONTRACTOR for twenty-four (24) hour, seven (7) days a week emergency response. This information shall always remain current. Any changes shall be forwarded to the CITY in writing. The CITY shall compensate CONTRACTOR for a two (2) hour minimum regardless of less time spent resolving the emergency.

E. Equipment: CONTRACTOR equipment shall be in good state of repair and maintained in good working condition while in use for all work assignments. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's service rating capacity or service life for any equipment be exceeded. The following requirements shall be met:

1. CONTRACTOR shall own or lease High-Velocity Hydraulic (Hydro-Cleaning) Equipment (Vacuum and Jetting Truck). All High-Velocity Sewer Cleaning Equipment shall be constructed for ease and safety of operation. The equipment shall be operated at the industry standard for proper cleaning of the CITY's stormwater infrastructure. All equipment manufactures recommendations for pressure (PSI rating) and gallons per minute shall be adhered to. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to

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remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream.

2. CONTRACTOR shall have a minimum of two (2) permitted Vacuum/jetting trucks available for the CITY at all times. Trucks and equipment used for wastewater operations shall not be used on stormwater system.

3. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove root intrusion as dictated by pipe material.

4. CONTRACTOR must provide CITY with a list of equipment to be used for wastewater and storm water infrastructure cleaning.

5. In the instance that the CONTRACTOR's equipment becomes lodged in the pipeline, the CONTRACTOR will notify the CITY as soon as possible, and take all necessary steps for removal. The CONTRACTOR shall take precautions when removal occurs not to damage the pipelines or cause an overflow. If the equipment must be removed by excavation, the CONTRACTOR will be responsible for all cost incurring for the retrieval of the equipment.

F. Subcontracting: The CONTRACTOR shall own or lease all equipment and employees shall work directly for CONTRACTOR. The CITY will not accept any form of subcontracting for the main scope of work, with the exception of CCTV work. Any other type of subcontracting for any miscellaneous services requests shall be subject to approval by the CITY.

G. Work Order Completion Data Input: The CONTRACTOR shall enter/input information for completed work order into CITY's Asset Management Software and/or update CITY's GIS software. The typical information required includes actual start date, actual finished date, work status (completed, in progress, on hold, etc.), comments, completed check sheets, and photographs. CITY may also provide CONTRACTOR with access to data collection app for asset data to be updated on mobile device. Work Order Completion data input shall be entered no later than 7 days after the actual performance of the work order or service request. If electronic work order system is down, the information should be provided in an electronic format agreed to by CITY and CONTRACTOR. Written reports to the CITY will only be accepted when requested by the CITY.

H. Disposal of Waste Debris: The CONTRACTOR is responsible for the safe removal and disposal of all debris in accordance with all Federal, State, and local codes, regulations, and statutes, including those specific to hazardous materials.

CONTRACTOR shall not mix hazardous and non-hazardous wastes. The CONTRACTOR shall assume all liability and all applicable costs. Additionally, the CONTRACTOR shall not mix wastes from other entities being serviced by the CONTRACTOR with CITY wastes, except when disposing at an approved disposal facility. CONTRACTOR is

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responsible for the cost of required permits and the disposal of the waste debris. Disposal fees (user fees) including testing fees for disposal are the responsibility of the CONTRACTOR. CONTRACTOR shall accurately record transport activity via shipping manifests.

I. Travel: The cost of travel shall be included in the proposal prices. Payment of services that requires hourly billing shall be based on actual time spent performing the services. Travel time is non-billable.

J. Response Time:

1. 24/7 Contact Number. The CONTRACTOR shall maintain a telephone number which is monitored 24 hrs. per day 7 days per week.

2. The CONTRACTOR shall maintain an active e-mail to receive work orders 24 hrs. per day 7 days per week.

3. For emergency callouts, the CONTRACTOR shall respond within one half hour (30 minutes) of the first call made to the 24/7 Contact Number and commence work within One (1) hour of notification.

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SECTION 4 – STANDARDS OF WORK

4.1. Intent

A. Supervision and Responsibility. The CONTRACTOR shall enforce strict discipline and good order among his employees and shall not employ unfit or unskilled personnel for Work assignments. Unsatisfactory work by personnel who are considered by the CITY's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The CONTRACTOR shall operate a drug free workplace.

B. Uniforms. CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY's public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non- uniform clothing will not be permitted, including for new employees.

C. Vehicles. CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1½" letters.

D. Equipment Safety. CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

E. Discovery and Notification. If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

F. Damages. The CONTRACTOR will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the CITY determines that CONTRACTOR has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the CITY at the CONTRACTOR'S expense.

G. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

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4.2. Products

CONTRACTOR shall specify the products and materials for use and shall be in accordance with the specifications noted in Section 3.

4.3. Level of Service

A. The CONTRACTOR shall be responsible for all aspects of the work. CONTRACTOR shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted; accordingly. However, it is anticipated that the CONTRACTOR will have work to perform within the CITY during normal business hours.

B. Work Orders for Scheduled Maintenance Work (Preventative Maintenance): The CITY reserves the right to authorize single or multiple work orders at any time based on the need identified by CITY staff throughout the contract period. Work orders are tasks that may contain one or more locations. Work orders may be issued at different times during the overall contract period. Payment shall be made based upon the bid item unit rates for each task. Each work order will identify duration to complete the task. If CONTRACTOR requires additional time to complete the scope identified in the work order, based on field conditions, the CONTRACTOR shall identify the additional time needs and request approval from the CITY.

C. Emergency Callouts: See section 3.2.B for emergency callout requirements. The CONTRACTOR will supply staffing, equipment, and needed resources to assist CITY staff address the emergency and will not demobilize or remove resources until the emergency conditions are abated and on-site CITY staff approves demobilization. Invoicing and payment for emergency work shall be made based upon the bid item unit rates for each task assigned.

D. Access: The CONTRACTOR shall visit job site and become familiar with all current field conditions affecting access to work location and make provisions as to the cost thereof. The CONTRACTOR shall take photographs or videos of the jobsite prior to start of assigned work. Existing field conditions for accessing the required work areas shall be verified by the CONTRACTOR prior to submitting their bid. If any unusual conditions or discrepancies are found, CONTRACTOR shall immediately notify the CITY.

E. Fee Schedule: The proposed amount for each unit item in the Fee Schedule (Exhibit B) shall be inclusive of all the costs to complete the work within the proposed completion time.

F. The CONTRACTOR shall not store any equipment overnight on CITY property unless authorized by the CITY.

G. The CONTRACTOR shall ensure all equipment safety devices recommended by the

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manufacturer are installed and properly maintained.

H. The CONTRACTOR shall ensure to park vehicles and equipment on the right-of-way, as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the CITY to be prohibitive.

I. All landscaping is designated to remain. All landscaping within 5 feet of construction activities shall be protected as per City Landscaping Standard. CONTRACTOR shall not stage or operate equipment within the dripline of trees.

J. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, shrubbery, traffic signals equipment and street name signs during performance of required work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY. It is recommended to install plywood or matting in swale areas to prevent damage of sod from equipment tires.

K. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

L. Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship shall be provided without extra charge even though not specifically detailed or mentioned.

M. The CONTRACTOR shall maintain a clean and safe work environment.

N. The CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the CONTRACTOR shall remove all waste materials and debris from the worksite.

O. At all times CONTRACTOR shall take precautionary measures to prevent fire hazards and spontaneous combustion.

4.4. Liquated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided below in this Section. Unless otherwise provided in this Section 3.4, there shall be no cure period to avoid the consequences of a breach.

Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 4.8 is reasonable and does not constitute a penalty. The parties

recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

A. Delays

i. Routine Maintenance: Failure to complete scope of work tasked within the time limits indicated in the Work Order shall result in liquidated damages in the amount of One Hundred Dollars ($100.00) for each day of delay.

ii. Emergency Callouts: Failure to commence emergency repairs within one (1) hour of notification shall result in liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) for each additional hour of delay.

B. Failure to Respond

Failure to respond to emergency phone calls from CITY staff within 30 minutes of the first call made to the contact number listed for emergency response shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars ($500.00) per each instance.

Consistent failure by CONTRACTOR to respond to Emergency repairs and scheduled maintenance within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

4.5. Work Order Completion Information Input

CONTRACTOR shall be responsible to provide information on completed work for a report to the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, CITY contract #, location, CITY asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System.

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SECTION 5 – STANDARDS OF CONTRACTOR

5.1. Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

5.2. Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

5.3. Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

5.4. Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

5.5. Experience

CONTRACTOR shall have a minimum of five (5) years of experience from the date that this RFP is issued, in providing vacuum cleaning and jetting services for stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY, CONTRACTOR shall have a primary or branch office in Miami- Dade, Broward or Palm Beach County, Florida.

5.6. Safety Precautions and Programs

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract.

B. In the event the CONTRACTOR encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the CITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the CITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered

harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the CITY and CONTRACTOR.

C. The CONTRACTOR shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

5.7. Safety of Persons And Property

A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

i. employees at the Project site and other persons who may be affected thereby;

ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and

iii. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.

B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub- subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.

F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person

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shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

5.8. Performance Evaluation

CITY shall meet with CONTRACTOR every six months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

5.9. Subcontracting Work

A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub- contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.

C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

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SECTION 6 – STANDARDS OF LABOR AND MATERIALS

6.1. General

The CONTRACTOR shall furnish all labor, supervision, materials, equipment, supplies, tools, safety measures, maintenance of traffic and services required to perform vacuum cleaning and jetting services for stormwater services throughout the City of Aventura.

For all Items listed in Exhibit B, Fee Schedule, the unit price shall include materials, labor, supervision, equipment, mobilization cost, and Maintenance of Traffic (MOT).CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

6.2. Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

Prior to working in CITY, all managers and employees of CONTRACTOR, any independent CONTRACTORS, and any subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A Level 1 background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility and expense of CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1st) CONTRACTOR shall submit written certification to CITY that CONTRACTOR has complied with CITY'S requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with CONTRACTOR after the commencement of the Agreement, during a CITY fiscal year, CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement.

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6.3. Equipment

CONTRACTORS shall provide a comprehensive list of all equipment currently owned or leased.

A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of CITY. CONTRACTOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar with caps, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

C. Storage: CITY shall not provide facilities at which CONTRACTOR may store equipment unless authorized by CITY. CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

6.4. Supervision and Responsibility of Contractor

A. The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him.

B. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, sod and shrubbery resulting from performing this work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY.

C. The CONTRACTOR is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.

D. CONTRACTOR must take all precautions not to damage the surrounding landscaping area. Any damages to the landscape caused by use of equipment or cleaning chemical will be the responsibility of the CONTRACTOR to replace to existing or better conditions.

E. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work. The CONTRACTOR shall operate a drug free workplace.

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F. Supervisor – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of the project for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular services and additional services (if required) and coordinating these with the designated CITY representative.

G. Employee/Independent Contractor's Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the program.

H. Uniforms - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.

I. Vehicles - CONTRACTOR shall keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

J. Maintenance of Traffic – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.

K. Equipment Safety - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

L. Storage - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR'S sole expense.

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SECTION 7 – STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1. Security Requirements

A. Within fourteen days of the Notice of Award by CITY Council, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to $100,000 or 100% of the total annual cost (whichever is greater) as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit D provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

B. The performance & payment security shall be in the form of a cashier's check payable to "City of Aventura" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit D.

C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:

i. The surety company is licensed to do business in the State of Florida.
ii. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
iii. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
iv. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
v. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
vi. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
vii. The bond shall be issued by a Florida resident agent.
viii. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
ix. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum

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policyholders rating of A- Class VII or higher. In the event that the **SURETY COMPANY'S RATING SHALL DROP, THE SURETY COMPANY SHALL IMMEDIATELY** notify CITY.

x. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.

D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8 – GENERAL CONDITIONS

8.1. Notice to Commence
No work shall commence until the Notice of Commencement is issued by CITY.

8.2. Exemption Prohibition
CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3. Failure to Comply with Provisions
CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4. Additional Services
If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of CITY Commission.

8.5. Compensation

A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.

E. Beginning on October 1, 2025 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

F. The CONTRACTOR's performance will be reviewed collaboratively with the CITY on a quarterly basis during each contract year. The CITY will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.

G. Taxes: CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.6. Verbal Agreements

A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.

B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of CITY Commission.

8.7. No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, Commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.8. Assignment; Non-transferability of Agreement

A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The CITY Manager shall determine whether an Agreement is to be terminated in such instances.

B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.9. Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.10. Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.11. Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of CITY Manager or designee.

8.12. Indemnification

A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of

infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY Manager and CITY Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.13. Miscellaneous

A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

B. Audit and Inspection Rights, Retention of Records:

i. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

ii. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.

iii. Such retention of such records and documents shall be at CONTRACTOR'S expense.

iv. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

v. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

vi. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

i. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

ii. Upon request by the CITY's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.

iv. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

v. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 466-8901, horvathe@cityofaventura.com OR BY MAIL: City of Aventura – Office of City Clerk, 19200 West Country Club Drive, Aventura, Florida 33180.

D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, proposer, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Ronald J. Wasson
City Manager
City of Aventura
19200 West Country Club Drive

Aventura, Florida 33180

With a copy to: Robert Meyers, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431

CONTRACTOR: EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 643
Palmetto Bay, Florida 33157

H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
   i. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
   ii. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.

M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 (N) Amendments above.

P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.

Q. Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

X. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY 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.everify.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.

Y. NONCOERCIVE AAFIDAVIT

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

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SECTION 9 – EXHIBIT FORMS

The exhibits located in this section of the Agreement shall be submitted by the Proposer/CONTRACTOR.

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ENVIRSER19

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/06/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134-5108 305 669-6000	CONTACT NAME: Laura or Yomie PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): 305-669-6030 E-MAIL ADDRESS: laura.wilkeson@usi.com
INSURED Envirowaste Services Group, Inc 18001 Old Cutler Road, Ste 643 Miami, FL 33157	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ironshore Specialty Insurance Co — 25445 INSURER B : Federal Insurance Company — 20281 INSURER C : Aspen American Insurance Company — 43460 INSURER D : Nautilus Insurance Company — 17370 INSURER E : Colony Insurance Company — 39993 INSURER F : AXIS Surplus Insurance Company — 26620

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Bl/PD Ded:$50,000						MED EXP (Any one person)	$25,000
	X ContractorsPollution						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Pollution	$Included
B	AUTOMOBILE LIABILITY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE	$15,000,000
D	X EXCESS LIAB CLAIMS-MADE	X	X	FFX204422810	07/31/2024	07/31/2025	AGGREGATE	$15,000,000
E	DED RETENTION $	X	X	EXO4267440	07/31/2024	07/31/2025		$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	54326743	07/31/2024	07/31/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Inland Marine			IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented	
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: L-24-139-08.09, Stormwater System Maintenance Services

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Aventura, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Aventura 19200 West Country Club Drive Aventura, FL 33180	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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DESCRIPTIONS (Continued from Page 1)

Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Excess policy follows form under the General Liability, Employers Liability, and Commercial Auto Liability. The General Liability and Automobile Liability Policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Blanket where required by written contract

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A, B, C, F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.

2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

   This insurance does not apply to any **bodily injury**, **property damage** or **environmental damage** occurring after:

   (1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

   (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A: Personal and Advertising Injury Liability,** Paragraph **2. Exclusions** is amended to include the following exclusion:

This insurance does not apply to **personal and advertising injury** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A**, **B**, **C**, **F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED**, Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by **your work** performed for such additional insured(s) and included in the **products-completed operations hazard**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

A. **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to specify the entity indicated in the Schedule above as:

e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury**, **property damage**, **environmental damage,** or **personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

(1) A vendor is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

(a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

(b) Arising out of any express warranty unauthorized by you;

(c) Arising out of any physical or chemical change in the product made intentionally by the vendor;

(d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

(e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

(g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

(a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or

(b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

(3) The insurance afforded to such additional insured only applies to the extent permitted by law.

(4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. **SECTION IV – CONDITIONS**, Condition **18. Other Insurance,** Paragraph **a.** is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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POLIC□ □□M□ER□ 432□742

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

T□is endorsement modifies insurance provided under t□e following□

□□SI□ESS A□TO COVERAGE FORM

Wit□ respect to coverage provided □□ t□is endorsement, t□e provisions of t□e Coverage Form appl□ unless modified □□t□e endorsement□

T□is endorsement c□anges t□e polic□ effective on t□e inception date of t□e polic□ unless anot□er date is indicated □elow□

Named Insured: Envirowaste Services Group, Inc.
Endorsement Effective Date: 7/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
W□ERE RE□□IRED □□ WRITTE□ CO□TRACT
Information re□uired to complete t□is Sc□edule, if not s□own a□ove, will □e s□own in t□e Declarations□

T□e following is added to Item □□□ **Other Insurance** of Item □□□ **General Conditions** under Section IV □□ **Business Auto Conditions**□□

e□ Regardless of t□e provisions of Paragrap□ □a□ t□roug□ d□a□ove, for an□ lia□ilit□ arising out of t□e owners□ip, maintenance, use, rental, lease, loan, □ire or □orrowing □□ an □insured□ of a covered □auto□ for w□ic□ an □insured□ is contractuall□ o□ligated to provide primar□ insurance coverage to a client, t□is Coverage Form will □e primar□ and non□contri□utor□ wit□ respect to t□e Persons or Organi□ations in t□e sc□edule, regardless of t□e availa□ilit□ or e□istence of ot□er collecti□le insurance under an□ ot□er Coverage Form or polic□ t□at applies on a primar□ □asis□

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

MANUSCRIPT: Named Insured

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 30, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ENTITY - WAIVER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Where required by written contract

SECTION IV – CONDITIONS, Paragraph **22. Transfer of Rights of Recovery Against Others to Us**, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Workers' Compensation and Employers' Liability Policy

Named Insured ENVIROWASTE SERVICES GROUP, INC 1001 OLD CUTLER RD, 143 PALMETTO BAY, FL 33157-3440	Endorsement Number Policy Number Symbol WCF Number 4323743
Policy Period 7/31/2024 to 7/31/2025	Effective Date of Endorsement 7/31/2024
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT IN STATES WHERE APPLICABLE
For the states of CA, HT, TX, refer to state specific endorsements.
This endorsement is not applicable in HI, ID, and WY.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.100 of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one part to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited to the Kansas Fairness in Private Construction Contract Act, KSA 16-1101 through 16-1107 and any amendments thereto and the Kansas Fairness in Public Construction Contract Act, KSA 16-1901 through 16-1909 and any amendments thereto. According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

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EXHIBIT B – FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, Maintenance of Traffic (MOT), and safety requirements, and any other requirements outlined in the contract documents to perform the scope of services. Quantities listed are annual estimates, and The City of Aventura makes no guarantee of a specific volume of work to be performed.

Item No.	Description of Task	Unit	Quantity	Unit Price	Amount
1	Cleaning of stormwater catch basins and inlets	Each	532	$ 225.00	$ 119,700.00
2	Cleaning of stormwater manholes	Each	258	$ 225.00	$ 58,050.00
3	Cleaning of pipes	Linear Feet	60,000	$ 0.01	$ 600.00
4	Vacuum Truck service, with two operators, (M-F, 7am to 5pm)	Hour	100	$ 285.00	$ 28,500.00
5	Vacuum Truck service, with two operators (all other hours)	Hour	100	$ 365.00	$ 36,500.00
6	Well Cleaning	Each	44	$ 1,675.00	$ 73,700.00
7	CCTV Inspection	Linear Feet	1,000	$ 5.75	$ 5,750.00
				Total	$ 322,800.00

Pay Item Notes:

1. Pay Items No.1 and No.2: Refer to Section 3.2.B.1 for scope of work. Unit price is per structure inspected or cleaned.

2. Pay Item No.3: The unit price for item 3 in the bid form shall be regardless of drainage pipe size and pipe construction material.

3. Pay Items No. 4 and No. 5: Refer to Section 3.2.D for emergency callout scope of work. Unit price is per hour and includes actual time spent on-site.

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EXHIBIT C – CONTRACTOR'S SUBCONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item No.	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	none, not applicable	
2		
3		
4		
5		
6		
7		

[THIS SPACE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

intact INSURANCE surety

PERFORMANCE BOND
(Annual Form)

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, **Envirowaste Services Group, Inc.**, as Principal, and **Atlantic Specialty Insurance Company**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **City of Aventura, Florida** (Obligee), in the penal sum of **Three Hundred Twenty Two Thousand Eight Hundred and 00/100** Dollars ($**322,800.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the **3rd** day of **September , 2024**, and terminating the **3rd** day of **September 2025** , for **STORMWATER SYSTEM MAINTENANCE SERVICES** and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from **9th** day of **September, 2024** , until **9th** day of **September, 2025** , and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024 .

PRINCIPAL **Envirowaste Services Group, Inc.**

WITNESS

Jim Long , Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY
One State Street Plaza, 31st Fl, New York, NY 10004

WITNESS Ryan Norman

BY: Brad Mapes

Bradley Mapes , Attorney-In-Fact

SEAL

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intact INSURANCE surety

PAYMENT BOND
(Annual Form)

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, **Envirowaste Services Group, Inc.**, as Principal, and **Atlantic Specialty Insurance Company**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **City of Aventura, Florida** (Obligee), in the penal sum of **Three Hundred Twenty Two Thousand Eight Hundred and 00/100** Dollars ($**322,800.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the **3rd** day of **September, 2024**, and terminating the **3rd** day of **September, 2025**, for **STORMWATER SYSTEM MAINTENANCE SERVICES** and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, its executors, administrators, successors and assigns shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from **9th** day of **September , 2024** , until **9th** day of **September, 2025** , and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024.

PRINCIPAL **Envirowaste Services Group, Inc.**

WITNESS

Jim Long, Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY
One State Street Plaza, 31st Floor, New York, NY 10004

WITNESS Ryan Norman

BY: Bradley Mapes, Attorney-In-Fact

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Bradley Mapes, Jodi L. Jennings, Oana R Dimulescu, Ryan Norman, Sarah C. Belcastro, Shana Kae Meyer, Stephen A. Vann,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of September, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

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EXHIBIT E – E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City 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.**

x _____	09/06/2024
Signature	Date
Jim Long	CEO
Print Name	Title

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An official website of the United States government
Here's how you know

Client Company: ENVIROWASTE SERVICES GROUP INC

ENVIROWASTE SERVICES GROUP INC Profile ACTIVE

Company Information

Company Name
ENVIROWASTE SERVICES GROUP INC

Doing Business As (DBA) Name
ENVIROWASTE SERVICES GROUP INC

Company ID
1222494

Enrollment Date
Aug 31, 2017

Employer Identification Number (EIN)
650829090

Unique Entity Identifier (UEI)

DUNS Number
041117529

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

Total Number of Employees

100 to 499

NAICS Code

562

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Waste Management and Remediation Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

18001 OLD CUTLER ROAD
SUITE 554
PALMETTO BAY, FL 33157

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

ENVIROWASTE SERVICES GROUP INC is Configured to:

Have Employees Managed and Verified by My Company

Memorandum of Understanding

View Current MOU
View MOU Signature Page

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EXHIBIT F – AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity Name: EnviroWaste Services Group, Inc. ("Vendor")
Vendor FEIN: 65-0829090
Address: 18001 Old Cutler Road, Suite 643
City: Palmetto Bay State: FL Zip: 33157
Phone Number: 877-637-9665 Email Address: INFO@EWSG.com

As a nongovernmental entity executing, renewing, or extending a contract with the City of Aventura, Florida, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

x Jim Long
Signature

09/06/2024
Date

Jim Long
Print Name

CEO
Title

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IN WITNESS WHEREOF, the **City of Aventura** and **EnviroWaste Services Group, Inc.** have executed or caused their duly authorized representatives to execute this agreement.

CITY OF AVENTURA

DocuSigned by:
By: Ronald J. Wasson
4FEFE382F68E41F
Ronald J. Wasson, City Manager

Date: 10/23/2024

Attest:

Signed by:
Ellisa L. Horvath
9E7C6E84D513484...
Ellisa L. Horvath, MMC, City Clerk

Date: 10/23/2024

Approved as to legal form:

Signed by:
Robert Meyers
...
City Attorney

Date: 10/23/2024

CONTRACTOR

By: x
EnviroWaste Services Group, Inc.
Printed Name: Jim Long

Title: CEO

Date: _____

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COVER AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
ENVIROWASTE SERVICES GROUP, INC.
FOR
STORMWATER SYSTEM MAINTENANCE SERVICES

THIS COVER AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2026 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the "Town"), and **ENVIROWASTE SERVICES GROUP, INC.,** a Florida corporation, whose address is 18001 Old Cutler Road, Suite 643, Palmetto Bay, Florida 33157 (the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

WITNESSETH

WHEREAS, the Town is responsible for maintaining its stormwater drainage infrastructure to ensure the proper operation of its drainage systems, minimize localized flooding, and comply with applicable regulatory requirements; and

WHEREAS, the City of Aventura, Florida ("Aventura") competitively solicited Request for Proposals No. 2024-7-1 for Stormwater System Maintenance Services and, following the adoption of Aventura Resolution No. 2024-54 on September 3, 2024, entered into an Agreement for Stormwater System Maintenance Services with the Contractor, effective September 3, 2024, which is attached hereto as Exhibit "A" (the "Aventura Agreement"); and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances authorizes the Town to procure goods and services by utilizing contracts competitively procured by the State of Florida, other governmental entities, or cooperative purchasing organizations; and

WHEREAS, the Contractor has agreed to provide stormwater system maintenance services to the Town on an as-needed basis utilizing the terms, conditions, and pricing of the Aventura Agreement, as modified or supplemented by this Agreement; and

WHEREAS, on _____, 2026, the Town Commission adopted Resolution No. 2026-_____, approving this Agreement in an amount not to exceed One Hundred Thousand Dollars ($100,000.00) annually, subject to annual budgetary appropriation, finding that the purchase is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code, and authorizing the Town Manager to execute this Agreement; and

WHEREAS, the Town and the Contractor desire to enter into this Agreement to set forth the terms and conditions under which the Contractor will provide services to the Town.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. INCORPORATION OF AVENTURA AGREEMENT; CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

a. **Incorporation.** The terms, conditions, and pricing of the Aventura Agreement, including all exhibits thereto, are incorporated into this Agreement by reference and shall apply to the Services provided to the Town as if fully set forth herein, except as expressly modified or supplemented by this Agreement. For purposes of this Agreement, references in the Aventura Agreement to the "CITY" or the "City of Aventura" shall mean the Town; references to the "City Manager" shall mean the Town Manager or designee; references to the "City Commission" or "CITY Council" shall mean the Town Commission; references to the "City Attorney" shall mean the Town Attorney; references to the "City Clerk" shall mean the Town Clerk; and references to the CITY's stormwater infrastructure, asset management or GIS software, or MS4 NPDES permit shall mean the Town's stormwater infrastructure, systems, and applicable permits. Sections 5.8 and 8.5(F) of the Aventura Agreement shall not apply to this Agreement. Notwithstanding Sections 8.4 and 8.6(B) of the Aventura Agreement, Services authorized by a Task Order shall not require an amendment or Town Commission action, and the Town Manager may execute amendments to this Agreement that do not increase the Annual Not-to-Exceed Amount.

b. **Contract Documents.** This Agreement is comprised of: (i) this Agreement, including the Affidavits attached hereto as Exhibit "B;" (ii) the Aventura Agreement, attached hereto as Exhibit "A" and incorporated herein; and (iii) each Task Proposal approved, and each Task Order issued, by the Town in accordance with Section 4 of this Agreement. Collectively, these documents are referred to as the "Agreement."

c. **Order of Precedence.** In the event of a conflict between the terms of this 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 the performance of the Services shall apply:

i. First Priority: this Agreement, including Exhibit "B;"

i. Second Priority; approved Task Proposals and Task Orders; and

ii. Third Priority: Exhibit "A" – the Aventura Agreement

Any terms or conditions contained in a Task Proposal, invoice, or other document submitted by the Contractor that are inconsistent with, or in addition to, the terms of this Agreement shall be of no force or effect.

3. TERM. This Agreement shall commence on the Effective Date and shall remain in effect for so long as the Aventura Agreement remains in effect, including any renewals or extensions thereof, unless earlier terminated in accordance with this Agreement (the "Term"). The Town Manager may renew or extend this Agreement consistent with any renewal or extension of the Aventura Agreement; provided, however, that any renewal or extension shall be effective only if evidenced by a written amendment or renewal agreement executed by both Parties.

4. SERVICES; TASK PROPOSALS; TASK ORDERS.

a. **Services.** During the Term, the Contractor shall provide, on an as-needed basis, stormwater system maintenance services for Town-owned stormwater infrastructure of the type described in the Aventura Agreement (the "Services"), as requested by the Town and authorized in accordance with this Section 4. The Contractor shall perform the Services in accordance with the standards set forth in the Aventura Agreement and all applicable federal, state, and local laws, rules, regulations, and permits.

b. **Task Proposals.** When the Town identifies a need for Services, the Town Manager or designee will request a proposal from the Contractor. The Contractor shall submit a separate written proposal for the requested work (a "Task Proposal") that includes, at a minimum: (i) a description of the scope of work and the locations and infrastructure to be serviced; (ii) the proposed schedule and time for completion; (iii) the estimated quantities, hours, and other units of work; (iv) the estimated pricing, calculated using the unit prices set forth in Exhibit B to the Aventura Agreement, as adjusted in accordance with Section 8.5(E) of the Aventura Agreement; and (v) any proposed subcontractors, subject to Sections 3.2(F) and 5.9 of the Aventura Agreement. The Contractor shall prepare Task Proposals at no cost to the Town. The Town may accept, reject, or request revisions to any Task Proposal in its sole discretion.

c. **Task Orders.** No Services shall be performed unless and until the Task Proposal has been approved in writing by the Town Manager or designee and the Town has issued a task order or purchase order for the work described in the approved Task Proposal (a "Task Order"). Each Task Order shall identify the approved Task Proposal and the maximum amount authorized for the work.

d. **Unauthorized Work.** Any work performed by the Contractor without a Task Order, or in excess of the scope or amount authorized by a Task Order, shall be at the Contractor's sole risk and expense, and the Town shall have no obligation to pay for such work.

e. **Changes.** If the Contractor determines, based on field conditions or otherwise, that additional work, time, or compensation beyond that authorized by a Task Order is required to complete a Task Order, the Contractor shall promptly notify the Town in writing and submit a revised Task Proposal. The Contractor shall not perform

any additional work until the Town has issued a revised or supplemental Task Order.

f. **Emergency Services.** In the event of an emergency, the Town Manager or designee may authorize emergency callout services verbally or by email, and the response times set forth in Section 3.2(J) of the Aventura Agreement shall apply. Within three (3) business days after an emergency callout, the Contractor shall submit a written Task Proposal documenting the emergency Services performed, and the Town shall issue a Task Order for such Services, which shall be compensated at the applicable unit prices in accordance with Section 5 of this Agreement.

5. COMPENSATION.

a. **Not-to-Exceed Amount.** The total compensation paid to the Contractor under this Agreement shall not exceed One Hundred Thousand Dollars ($100,000.00) in any Town fiscal year (October 1 through September 30), subject to annual budgetary appropriation (the "Annual Not-to-Exceed Amount"). The Annual Not-to-Exceed Amount establishes the maximum annual expenditure for the Services and does not guarantee any minimum expenditure by the Town.

b. **Compensation Authorized by Task Order.** The Town shall compensate the Contractor only for Services authorized by, and performed in accordance with, a Task Order. Compensation for each Task shall be based on the actual quantities of work performed at the unit prices set forth in Exhibit B to the Aventura Agreement, as adjusted in accordance with Section 8.5(E) of the Aventura Agreement, and shall not exceed the amount of the applicable Task Order. Pricing in a Task Proposal is an estimate only and shall not entitle the Contractor to payment of the estimated amount.

c. **Pricing.** The unit prices charged to the Town shall not exceed the unit prices then in effect under the Aventura Agreement.

d. **Invoices.** Each invoice shall reference the applicable Task Order number, identify the Services performed, including the locations, dates, quantities, and unit prices, and include any supporting documentation reasonably requested by the Town, such as work order completion data and photographs.

6. CONTRACTOR REPRESENTATIONS. The Contractor represents and warrants that: (i) the Aventura Agreement attached as Exhibit "A" is a true and complete copy of the Aventura Agreement, including all amendments, and is in full force and effect; (ii) the Contractor is not in default under the Aventura Agreement; (iii) the pricing provided to the Town under this Agreement is no greater than the pricing provided to Aventura for the same services; and (iv) the Contractor holds all licenses, certifications, and permits required to perform the Services.

7. STATUTORY COMPLIANCE.

a. **Scrutinized Companies.**

i. The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification, or if the Contractor or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

ii. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and are not engaged in business operations in Cuba or Syria, as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification, or if the Contractor, its affiliates, or its subcontractors are placed on such lists or engaged in business operations in Cuba or Syria during the term of this Agreement.

iii. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

iv. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

b. **E-Verify.** The Contractor shall comply with and be subject to Section 448.095, Florida Statutes, "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of all newly hired employees, and shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall execute the E-Verify Affidavit attached hereto as Exhibit "B." Failure to comply with Section 448.095, Florida Statutes, shall result in termination of this Agreement.

c. **Noncoercive Conduct for Labor or Services.** The Contractor shall comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Contractor execute the Affidavit attached hereto as Exhibit "B," which attests, under penalty of perjury, that the Contractor does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

d. **Discriminatory Vendor List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

e. **Public Entity Crimes.** The Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. The Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

f. **Foreign Gifts and Contracts.** Pursuant to Section 286.101(3), Florida Statutes, where the amount of this Agreement is for services costing $100,000.00 or more, the Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern with a value of $50,000.00 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements, and exceptions are found in Section 286.101, Florida Statutes. The Contractor represents and warrants that it has complied with Section 286.101, Florida Statutes, that it has properly disclosed such interests, contracts, grants, or gifts to the Town before execution of this Agreement, and that it will remain in compliance with Section 286.101, Florida Statutes, for the duration of this Agreement.

g. **Prohibition Against Using Diversity, Equity, and Inclusion Material.** The Contractor certifies, pursuant to Section 287.139, Florida Statutes, that it does not and will not use any funds paid or provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.0491(1), Florida Statutes. The Contractor acknowledges that this certification was provided to the Town prior to the award of this Agreement, and that the certification is a continuing obligation throughout the term of this Agreement and any renewal or extension thereof. For failure to comply with any requirement of Section 287.139, Florida Statutes, during the term of this Agreement, the Town may immediately terminate this Agreement for cause.

8. MISCELLANEOUS.

a. **Termination.**

i. **Availability of Funds.** In the event funds for this Agreement are not made available or otherwise allocated by the Town Commission, the Town may terminate this Agreement upon written notice to the Contractor without penalty or liability for such termination.

ii. **For Convenience.** Notwithstanding Section 1.2 of the Aventura Agreement, the Town Manager may terminate this Agreement or any Task Order, or suspend performance thereof, without cause and for the Town's convenience upon ten (10) days' written notice to the Contractor.

iii. **Effect of Termination.** Upon any termination or suspension, the Town shall pay the Contractor only for Services authorized by a Task Order and satisfactorily performed through the effective date of termination or suspension.

b. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, hand delivery, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Sandra N. McCready, Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Copy to: Stephen Helfman, Esq., Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, Florida 33134

For Contractor: EnviroWaste Services Group, Inc.
Attn: Jim Long, CEO
18001 Old Cutler Road, Suite 643
Palmetto Bay, Florida 33157

c. **Compliance with Laws.** The Contractor agrees to comply with all laws, ordinances, rules, regulations, and permits that are now or may become applicable to the Services covered by this Agreement, including, without limitation, those relating to stormwater discharges, dewatering, turbidity and sediment control, and the transport and disposal of waste and debris.

d. **Contractor Warranties.** The Contractor represents and warrants that it is free to enter into the terms of this Agreement and that it has no obligation to any third party that is inconsistent with any of the provisions of this Agreement. The person signing

this Agreement on behalf of the Contractor confirms that they have been properly authorized and possess the full power and authority to execute, deliver, and perform this Agreement on behalf of the Contractor, thereby binding the Contractor to its terms. This Section shall survive termination of this Agreement.

e. **Indemnification.** To the extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Town and its elected officials, officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs at all trial and appellate levels, arising out of or relating to: (a) the negligence, recklessness, or intentional wrongful misconduct of the Contractor or any subcontractor, or their respective officers, employees, or agents, in the performance of this Agreement, including claims for bodily injury, death, or damage to tangible property; (b) any violation of environmental laws or permits, or any improper discharge, release, handling, transport, or disposal of waste, debris, or hazardous materials, caused by the Contractor or any subcontractor; or (c) any breach of this Agreement by the Contractor. This Section is in addition to, and not in limitation of, the indemnification obligations of the Contractor under Section 8.12 of the Aventura Agreement, which the Town shall be entitled to enforce. Nothing in this Agreement shall be deemed a waiver of the Town's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes. This Section shall survive the expiration or termination of this Agreement.

f. **Insurance.** Throughout the Term and until all Services have been completed, the Contractor shall maintain, at its sole expense, the insurance coverages required by Section 2 of the Aventura Agreement, with "Town of Surfside, Florida" named as an additional insured on all policies except workers' compensation and professional liability, and with all policies including a waiver of subrogation in favor of the Town and providing that the Contractor's insurance is primary and non-contributory. Before the Effective Date, the Contractor shall provide the Town with certificates of insurance and endorsements, naming the Town as certificate holder and additional insured, evidencing the required coverages. The Contractor shall provide the Town with at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in coverage (ten (10) days for non-payment of premium). The Contractor shall not commence any Services until the required insurance has been provided to and approved by the Town. The Town Manager may, in the Town Manager's sole discretion, relax, modify, or temporarily suspend any insurance requirement upon written notice to the Contractor.

g. **Public Records.** The Contractor acknowledges that the Town is a public agency subject to Chapter 119, Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by the Town in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If the Contractor is acting on behalf of the Town as provided in Section 119.0701, Florida Statutes, the Contractor shall:

(1) Keep and maintain public records required by the Town to perform the Services;

(2) Upon request from the Town, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the Contractor does not transfer the records to the Town; and

(4) Upon expiration of the Term or termination of this Agreement, transfer to the Town, at no cost, all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Custodian of Public Records: SANDRA N. MCCREADY, TOWN CLERK
Mailing address: 9293 HARDING AVENUE, SURFSIDE, FL 33154
Telephone number: 305-861-4863
Email: SMCCREADY@TOWNOFSURFSIDEFL.GOV

h. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town, nor shall anything included herein be construed as consent by the Town to be sued by third parties in any matter arising out of this Agreement.

i. **Relationship to Aventura; No Third-Party Beneficiaries.** This Agreement is a separate agreement between the Town and the Contractor. Aventura is not a party to this Agreement and shall have no obligations or liabilities to the Town or the Contractor under this Agreement, and the Town shall have no obligations or liabilities to Aventura under the Aventura Agreement. Neither the Town nor the Contractor intends to directly or substantially benefit a third party by this

Agreement, and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

j. **Entire Agreement; Amendments.** This Agreement, including the documents incorporated herein, constitutes the entire agreement between the Parties with respect to its subject matter. No modification, amendment, or alteration of this Agreement shall be effective unless in writing and executed by the Town Manager and the Contractor.

k. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN OF SURFSIDE

By: _____
Sandra N. McCready, MMC
Acting Town Manager

Attest: _____

ENVIROWASTE SERVICES GROUP, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form and legal sufficiency
for the use and reliance of the Town of Surfside
only:

By: _____
Town Attorney

EXHIBIT "A"
AVENTURA AGREEMENT

The Agreement between the City of Aventura and EnviroWaste Services Group, Inc. for Stormwater System Maintenance Services, effective September 3, 2024, entered into following the City of Aventura's Request for Proposals No. 2024-7-1 and Resolution No. 2024-54, including all exhibits thereto, is attached hereto and incorporated into and made part of this Agreement.

EXHIBIT "B"
AFFIDAVITS

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a governmental entity, the Contractor is required to provide an affidavit under penalty of perjury attesting that the Contractor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

As an officer or other authorized representative of the Contractor authorized to sign on behalf of the Contractor, I certify that the Contractor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Name: _____
Title: _____
Date: _____

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 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.**

EnviroWaste Services Group, Inc.

By: _____
Name: _____
Title: _____
Date: _____

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AGREEMENT BETWEEN THE CITY OF AVENTURA AND ENVIROWASTE SERVICES GROUP, INC. FOR STORMWATER SYSTEM MAINTENANCE SERVICES

THIS AGREEMENT (this "Agreement") is made effective as of the **3rd** day of **September, 2024** (the "Effective Date"), by and between the **CITY OF AVENTURA, FLORIDA,** a Florida municipal corporation, whose principal address is 19200 West Country Club Drive, Aventura, Florida 33180 (hereinafter the "CITY"), and **ENVIROWASTE SERVICES GROUP, INC.**, whose address is 18001 Old Cutler Road, Suite 643, Palmetto Bay, Florida 33157 (hereinafter, the "CONTRACTOR").

The following exhibits are incorporated herein and made a part of this Agreement:

Exhibit A: Certificate of Insurance
Exhibit B: Fee Schedule
Exhibit C: Contractor's Sub Contractors List
Exhibit D: Performance & Payment Security
Exhibit E: E-Verify Affidavit
Exhibit F: Affidavit Attesting to Noncoercive Conduct for Labor or Services

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Stormwater Maintenance Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on September 3, 2024, CITY adopted Resolution No.2024-54, which ratified the ranking of proposals for Stormwater Maintenance Services and authorized the City Manager to execute an Agreement with the top two highest ranked proposers; and

WHEREAS, City Commission has selected CONTRACTOR to perform Stormwater Maintenance Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

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

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SECTION 1 – TERM AND TERMINATION

1.1. Intent

The term of this Agreement shall begin on the date that it is fully executed and shall extend three (3) years, with two optional one (1) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2. Termination

This Agreement may be terminated for cause by action of the City Manager if CONTRACTOR is in breach and has not corrected the breach within 5 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 5 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

1.2.1. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 90 days after written notice from CONTRACTOR identifying the breach.

1.2.2. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

1.2.3. Notice of termination shall be provided in accordance with Section 8.13(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.

1.2.4. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.

1.2.5. CONTRACTOR acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

1.2.6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

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1.2.7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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SECTION 2 - STANDARDS OF INSURANCE

2.1. Insurance

A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,

B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,

C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).

D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.

E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.

F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.

G. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.

H. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Aventura, 19200 West Country Club Drive, Aventura, Florida 33180.

I. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.

J. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.

K. CONTRACTOR is responsible for any costs or expenses below deductibles, self- insured retentions, coverage exclusions or limitations, or coinsurance penalties.

2.2. Specific Coverage

A. Workers Compensation: CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than $1,000,000 per employee per accident, $1,000,000 disease aggregate and $1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States

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Longshoremen and Harbor workers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY. CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

B. Commercial General Liability: CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than $1,000,000 each occurrence, and $2,000,000 in aggregate, covering all work performed under this Agreement.

C. Business Automobile Liability: CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form and including per occurrence limits of not less than $2,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.

D. Umbrella or Excess Liability: Umbrella polices are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.

E. Pollution Liability: For sudden and gradual occurrences or claims made and, in an amount, no less than $1,000,000 per claim and $3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

F. Employee Dishonesty Coverage: CONTRACTOR shall provide Employee Dishonesty coverage to include liability for dishonest acts of the CONTRACTOR'S employees against the CITY including Theft.

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SECTION 3 – SCOPE OF WORK

3.1. Scope of Work

The scope of work shall include, but is not limited to, providing continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, CITY owned stormwater infrastructure system. The infrastructure requiring maintenance services shall include, but not limited to, stormwater catch basins, inlets, manholes, pipes, outfalls, and pollution control devices.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations including but not limited to dewatering, turbidity and sediment control, and regulatory permitting, as needed.

The CONTRACTOR must self-perform all services unless otherwise indicated. No Sub-contracting of the maintenance services will be allowed, unless approved by the CITY in writing.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement by the CITY.

The City reserves the right to conduct investigations as it deems necessary, to determine the ability of the CONTRACTOR to perform the work or services. Information the City deems necessary in order to make a determination shall be provided by CONTRACTOR upon request.

3.2. Background

The CITY is responsible for the management and maintenance of the CITY's stormwater infrastructure. The CONTRACTOR shall be responsible for providing maintenance services to stormwater systems consisting of a complex network of over 800 catch basins and drainage structures; 12 miles of underground pipes of various sizes; 44 drainage wells; and 57 outfalls.

A. Services: The CONTRACTOR shall furnish all labor, materials, equipment, supplies, tools, safety measures, maintenance of traffic (MOT), and services required to accomplish the regular maintenance of the CITY's stormwater management system, but is not limited to, the cleaning of the following:

1. Catch basins.
2. Stormwater manholes.
3. Stormwater pipes.
4. Outfalls.
5. Drainage wells.
6. Stormwater pollution control structures, weirs & other appurtenances.
7. Closed Circuit Televising of pipe (CCTV) – (can be performed by a subcontractor).

B. Cleaning/Maintenance: The CONTRACTOR shall be responsible for performing the cleaning of the entire stormwater infrastructure.

1. Stormwater Management System Inspection/Cleaning – Scope includes annual inspection and cleaning of catch basins, storm manholes, weirs, and other stormwater structures along with all the downstream pipe segments connected to

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each of the structures. As part of the inspections, CONTRACTOR shall record the sediment depth in each structure; identify any defects, both structural and aesthetic; remove debris and clear any weeds on or around the structures; and verify grate decals.

2. Well Cleaning: The CONTRACTOR will provide all pumps, motors, air compressors, surge tanks, discharge hoses and/ or pipes, and other ancillary equipment needed to develop each production well to the extent that, as practical, suspended solids have been removed from the well.

3. Regulatory Compliance – CONTRACTOR shall comply with all Federal, State, and Local regulatory requirements for work in active stormwater facilities that entail working in confined space and hazardous conditions. CONTRACTOR shall conform to Occupational Safety and Health Administration (OSHA) requirements, latest version, including Confined Space Entry requirements (29 CFR CH. XVII, Section 1910.146).

C. National Pollution and Discharge Elimination System (NPDES): The CITY is a co-permitee of the Miami-Dade County Municipal Separate Storm Sewer System (MS4) NPDES permitee FLS000003-004, as a result, and as directed by the CITY, the CONTRACTOR shall support the requirements of the (MS4) NPDES Permit and the implementation of appropriate Best Management Practices (BMPs) for preventing or reducing stormwater pollution. CONTRACTOR shall only assign staff trained in BMPs to work in the CITY.

D. Emergency Callouts: The CONTRACTOR shall be available for emergency callouts. Emergency response and deployment of staff shall be in accordance with Section 3.2.J. The CONTRACTOR shall supply the CITY with the primary and secondary backup contact name(s), and telephone number(s) of responsible person(s) representing the CONTRACTOR for twenty-four (24) hour, seven (7) days a week emergency response. This information shall always remain current. Any changes shall be forwarded to the CITY in writing. The CITY shall compensate CONTRACTOR for a two (2) hour minimum regardless of less time spent resolving the emergency.

E. Equipment: CONTRACTOR equipment shall be in good state of repair and maintained in good working condition while in use for all work assignments. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's service rating capacity or service life for any equipment be exceeded. The following requirements shall be met:

1. CONTRACTOR shall own or lease High-Velocity Hydraulic (Hydro-Cleaning) Equipment (Vacuum and Jetting Truck). All High-Velocity Sewer Cleaning Equipment shall be constructed for ease and safety of operation. The equipment shall be operated at the industry standard for proper cleaning of the CITY's stormwater infrastructure. All equipment manufactures recommendations for pressure (PSI rating) and gallons per minute shall be adhered to. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to

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remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream.

2. CONTRACTOR shall have a minimum of two (2) permitted Vacuum/jetting trucks available for the CITY at all times. Trucks and equipment used for wastewater operations shall not be used on stormwater system.

3. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove root intrusion as dictated by pipe material.

4. CONTRACTOR must provide CITY with a list of equipment to be used for wastewater and storm water infrastructure cleaning.

5. In the instance that the CONTRACTOR's equipment becomes lodged in the pipeline, the CONTRACTOR will notify the CITY as soon as possible, and take all necessary steps for removal. The CONTRACTOR shall take precautions when removal occurs not to damage the pipelines or cause an overflow. If the equipment must be removed by excavation, the CONTRACTOR will be responsible for all cost incurring for the retrieval of the equipment.

F. Subcontracting: The CONTRACTOR shall own or lease all equipment and employees shall work directly for CONTRACTOR. The CITY will not accept any form of subcontracting for the main scope of work, with the exception of CCTV work. Any other type of subcontracting for any miscellaneous services requests shall be subject to approval by the CITY.

G. Work Order Completion Data Input: The CONTRACTOR shall enter/input information for completed work order into CITY's Asset Management Software and/or update CITY's GIS software. The typical information required includes actual start date, actual finished date, work status (completed, in progress, on hold, etc.), comments, completed check sheets, and photographs. CITY may also provide CONTRACTOR with access to data collection app for asset data to be updated on mobile device. Work Order Completion data input shall be entered no later than 7 days after the actual performance of the work order or service request. If electronic work order system is down, the information should be provided in an electronic format agreed to by CITY and CONTRACTOR. Written reports to the CITY will only be accepted when requested by the CITY.

H. Disposal of Waste Debris: The CONTRACTOR is responsible for the safe removal and disposal of all debris in accordance with all Federal, State, and local codes, regulations, and statutes, including those specific to hazardous materials.

CONTRACTOR shall not mix hazardous and non-hazardous wastes. The CONTRACTOR shall assume all liability and all applicable costs. Additionally, the CONTRACTOR shall not mix wastes from other entities being serviced by the CONTRACTOR with CITY wastes, except when disposing at an approved disposal facility. CONTRACTOR is

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responsible for the cost of required permits and the disposal of the waste debris. Disposal fees (user fees) including testing fees for disposal are the responsibility of the CONTRACTOR. CONTRACTOR shall accurately record transport activity via shipping manifests.

I. Travel: The cost of travel shall be included in the proposal prices. Payment of services that requires hourly billing shall be based on actual time spent performing the services. Travel time is non-billable.

J. Response Time:

1. 24/7 Contact Number. The CONTRACTOR shall maintain a telephone number which is monitored 24 hrs. per day 7 days per week.

2. The CONTRACTOR shall maintain an active e-mail to receive work orders 24 hrs. per day 7 days per week.

3. For emergency callouts, the CONTRACTOR shall respond within one half hour (30 minutes) of the first call made to the 24/7 Contact Number and commence work within One (1) hour of notification.

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SECTION 4 – STANDARDS OF WORK

4.1. Intent

A. Supervision and Responsibility. The CONTRACTOR shall enforce strict discipline and good order among his employees and shall not employ unfit or unskilled personnel for Work assignments. Unsatisfactory work by personnel who are considered by the CITY's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The CONTRACTOR shall operate a drug free workplace.

B. Uniforms. CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY's public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non- uniform clothing will not be permitted, including for new employees.

C. Vehicles. CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1½" letters.

D. Equipment Safety. CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

E. Discovery and Notification. If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

F. Damages. The CONTRACTOR will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the CITY determines that CONTRACTOR has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the CITY at the CONTRACTOR'S expense.

G. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

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4.2. Products

CONTRACTOR shall specify the products and materials for use and shall be in accordance with the specifications noted in Section 3.

4.3. Level of Service

A. The CONTRACTOR shall be responsible for all aspects of the work. CONTRACTOR shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted; accordingly. However, it is anticipated that the CONTRACTOR will have work to perform within the CITY during normal business hours.

B. Work Orders for Scheduled Maintenance Work (Preventative Maintenance): The CITY reserves the right to authorize single or multiple work orders at any time based on the need identified by CITY staff throughout the contract period. Work orders are tasks that may contain one or more locations. Work orders may be issued at different times during the overall contract period. Payment shall be made based upon the bid item unit rates for each task. Each work order will identify duration to complete the task. If CONTRACTOR requires additional time to complete the scope identified in the work order, based on field conditions, the CONTRACTOR shall identify the additional time needs and request approval from the CITY.

C. Emergency Callouts: See section 3.2.B for emergency callout requirements. The CONTRACTOR will supply staffing, equipment, and needed resources to assist CITY staff address the emergency and will not demobilize or remove resources until the emergency conditions are abated and on-site CITY staff approves demobilization. Invoicing and payment for emergency work shall be made based upon the bid item unit rates for each task assigned.

D. Access: The CONTRACTOR shall visit job site and become familiar with all current field conditions affecting access to work location and make provisions as to the cost thereof. The CONTRACTOR shall take photographs or videos of the jobsite prior to start of assigned work. Existing field conditions for accessing the required work areas shall be verified by the CONTRACTOR prior to submitting their bid. If any unusual conditions or discrepancies are found, CONTRACTOR shall immediately notify the CITY.

E. Fee Schedule: The proposed amount for each unit item in the Fee Schedule (Exhibit B) shall be inclusive of all the costs to complete the work within the proposed completion time.

F. The CONTRACTOR shall not store any equipment overnight on CITY property unless authorized by the CITY.

G. The CONTRACTOR shall ensure all equipment safety devices recommended by the

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manufacturer are installed and properly maintained.

H. The CONTRACTOR shall ensure to park vehicles and equipment on the right-of-way, as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the CITY to be prohibitive.

I. All landscaping is designated to remain. All landscaping within 5 feet of construction activities shall be protected as per City Landscaping Standard. CONTRACTOR shall not stage or operate equipment within the dripline of trees.

J. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, shrubbery, traffic signals equipment and street name signs during performance of required work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY. It is recommended to install plywood or matting in swale areas to prevent damage of sod from equipment tires.

K. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

L. Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship shall be provided without extra charge even though not specifically detailed or mentioned.

M. The CONTRACTOR shall maintain a clean and safe work environment.

N. The CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the CONTRACTOR shall remove all waste materials and debris from the worksite.

O. At all times CONTRACTOR shall take precautionary measures to prevent fire hazards and spontaneous combustion.

4.4. Liquated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided below in this Section. Unless otherwise provided in this Section 3.4, there shall be no cure period to avoid the consequences of a breach.

Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 4.8 is reasonable and does not constitute a penalty. The parties

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recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

A. Delays

i. Routine Maintenance: Failure to complete scope of work tasked within the time limits indicated in the Work Order shall result in liquidated damages in the amount of One Hundred Dollars ($100.00) for each day of delay.

ii. Emergency Callouts: Failure to commence emergency repairs within one (1) hour of notification shall result in liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) for each additional hour of delay.

B. Failure to Respond

Failure to respond to emergency phone calls from CITY staff within 30 minutes of the first call made to the contact number listed for emergency response shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars ($500.00) per each instance.

Consistent failure by CONTRACTOR to respond to Emergency repairs and scheduled maintenance within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

4.5. Work Order Completion Information Input

CONTRACTOR shall be responsible to provide information on completed work for a report to the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, CITY contract #, location, CITY asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System.

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SECTION 5 – STANDARDS OF CONTRACTOR

5.1. Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

5.2. Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

5.3. Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

5.4. Relationship Contact

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

5.5. Experience

CONTRACTOR shall have a minimum of five (5) years of experience from the date that this RFP is issued, in providing vacuum cleaning and jetting services for stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY, CONTRACTOR shall have a primary or branch office in Miami- Dade, Broward or Palm Beach County, Florida.

5.6. Safety Precautions and Programs

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract.

B. In the event the CONTRACTOR encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the CITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the CITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered

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harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the CITY and CONTRACTOR.

C. The CONTRACTOR shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

5.7. Safety of Persons And Property

A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

i. employees at the Project site and other persons who may be affected thereby;

ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and

iii. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.

B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub- subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.

F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person

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shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

5.8. Performance Evaluation

CITY shall meet with CONTRACTOR every six months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

5.9. Subcontracting Work

A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

   CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub- contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.

C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

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SECTION 6 – STANDARDS OF LABOR AND MATERIALS

6.1. General

The CONTRACTOR shall furnish all labor, supervision, materials, equipment, supplies, tools, safety measures, maintenance of traffic and services required to perform vacuum cleaning and jetting services for stormwater services throughout the City of Aventura.

For all Items listed in Exhibit B, Fee Schedule, the unit price shall include materials, labor, supervision, equipment, mobilization cost, and Maintenance of Traffic (MOT).CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

6.2. Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

Prior to working in CITY, all managers and employees of CONTRACTOR, any independent CONTRACTORS, and any subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A Level 1 background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility and expense of CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1st) CONTRACTOR shall submit written certification to CITY that CONTRACTOR has complied with CITY'S requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with CONTRACTOR after the commencement of the Agreement, during a CITY fiscal year, CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement.

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6.3. Equipment

CONTRACTORS shall provide a comprehensive list of all equipment currently owned or leased.

A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of CITY. CONTRACTOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar with caps, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

C. Storage: CITY shall not provide facilities at which CONTRACTOR may store equipment unless authorized by CITY. CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

6.4. Supervision and Responsibility of Contractor

A. The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him.

B. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, sod and shrubbery resulting from performing this work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY.

C. The CONTRACTOR is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.

D. CONTRACTOR must take all precautions not to damage the surrounding landscaping area. Any damages to the landscape caused by use of equipment or cleaning chemical will be the responsibility of the CONTRACTOR to replace to existing or better conditions.

E. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work. The CONTRACTOR shall operate a drug free workplace.

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F. Supervisor – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of the project for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular services and additional services (if required) and coordinating these with the designated CITY representative.

G. Employee/Independent Contractor's Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the program.

H. Uniforms - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.

I. Vehicles - CONTRACTOR shall keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.

J. Maintenance of Traffic – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.

K. Equipment Safety - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

L. Storage - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR'S sole expense.

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SECTION 7 – STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1. Security Requirements

A. Within fourteen days of the Notice of Award by CITY Council, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to $100,000 or 100% of the total annual cost (whichever is greater) as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit D provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

B. The performance & payment security shall be in the form of a cashier's check payable to "City of Aventura" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit D.

C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:

i. The surety company is licensed to do business in the State of Florida.
ii. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
iii. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
iv. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
v. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
vi. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
vii. The bond shall be issued by a Florida resident agent.
viii. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
ix. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum

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policyholders rating of A- Class VII or higher. In the event that the **SURETY COMPANY'S RATING SHALL DROP, THE SURETY COMPANY SHALL IMMEDIATELY** notify CITY.

x. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.

D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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SECTION 8 – GENERAL CONDITIONS

8.1. Notice to Commence
No work shall commence until the Notice of Commencement is issued by CITY.

8.2. Exemption Prohibition
CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3. Failure to Comply with Provisions
CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4. Additional Services
If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of CITY Commission.

8.5. Compensation

A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

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D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.

E. Beginning on October 1, 2025 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

F. The CONTRACTOR's performance will be reviewed collaboratively with the CITY on a quarterly basis during each contract year. The CITY will issue a scorecard at the end of each quarter of the contract year based upon the performance metrics outlined herein.

G. Taxes: CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.6. Verbal Agreements

A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.

B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of CITY Commission.

8.7. No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, Commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.8. Assignment; Non-transferability of Agreement

A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The CITY Manager shall determine whether an Agreement is to be terminated in such instances.

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B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.9. Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

8.10. Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.11. Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of CITY Manager or designee.

8.12. Indemnification

A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of

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infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY Manager and CITY Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.13. Miscellaneous

A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

B. Audit and Inspection Rights, Retention of Records:
   i. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
   ii. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
   iii. Such retention of such records and documents shall be at CONTRACTOR'S expense.
   iv. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

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determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

v. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

vi. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

i. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

ii. Upon request by the CITY's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.

iv. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

v. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 466-8901, horvathe@cityofaventura.com OR BY MAIL: City of Aventura – Office of City Clerk, 19200 West Country Club Drive, Aventura, Florida 33180.

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D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, proposer, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Ronald J. Wasson
City Manager
City of Aventura
19200 West Country Club Drive

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Aventura, Florida 33180

With a copy to: Robert Meyers, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431

CONTRACTOR: EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 643
Palmetto Bay, Florida 33157

H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
   i. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
   ii. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

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K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.

M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 (N) Amendments above.

P. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.

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Q. Multiple Originals: This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

X. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY 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.everify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement,

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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.

Y. NONCOERCIVE AAFIDAVIT

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

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SECTION 9 – EXHIBIT FORMS

The exhibits located in this section of the Agreement shall be submitted by the Proposer/CONTRACTOR.

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Client#: 1040410 ENVIRSER19

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/06/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC/CL
201 Alhambra Circle, Suite 900
Coral Gables, FL 33134-5108
305 669-6000

CONTACT NAME: Laura or Yomie
PHONE (A/C, No, Ext): 305 669-6000 **FAX (A/C, No):** 305-669-6030
E-MAIL ADDRESS: laura.wilkeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Insurance Co	25445
INSURER B : Federal Insurance Company	20281
INSURER C : Aspen American Insurance Company	43460
INSURER D : Nautilus Insurance Company	17370
INSURER E : Colony Insurance Company	39993
INSURER F : AXIS Surplus Insurance Company	26620

INSURED
Envirowaste Services Group, Inc
18001 Old Cutler Road, Ste 643
Miami, FL 33157

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X BI/PD Ded:$50,000 X ContractorsPollution GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$2,000,000 $500,000 $25,000 $2,000,000 $4,000,000 $4,000,000 $Included
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB / X OCCUR	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE	$15,000,000
D	X EXCESS LIAB / CLAIMS-MADE	X	X	FFX204422810	07/31/2024	07/31/2025	AGGREGATE	$15,000,000
E	DED / RETENTION $	X	X	EXO4267440	07/31/2024	07/31/2025		$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	54326743	07/31/2024	07/31/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Inland Marine			IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented	
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: L-24-139-08.09, Stormwater System Maintenance Services
The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Aventura, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180

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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DESCRIPTIONS (Continued from Page 1)

Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. Excess policy follows form under the General Liability, Employers Liability, and Commercial Auto Liability. The General Liability and Automobile Liability Policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

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IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Blanket where required by written contract

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A, B, C, F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.

2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

   This insurance does not apply to any **bodily injury**, **property damage** or **environmental damage** occurring after:

   (1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

   (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A: Personal and Advertising Injury Liability,** Paragraph **2. Exclusions** is amended to include the following exclusion**:**

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This insurance does not apply to **personal and advertising injury** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE SPECIALTY INSURANCE COMPANY
Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600
Insured Name: Envirowaste Services Group, Inc.

Effective Date of Endorsement:
July 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A**, **B**, **C**, **F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED**, Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by **your work** performed for such additional insured(s) and included in the **products-completed operations hazard**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE SPECIALTY INSURANCE COMPANY
Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Where required by written contract

A. **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to specify the entity indicated in the Schedule above as:

e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury**, **property damage**, **environmental damage,** or **personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

(1) A vendor is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

(a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

(b) Arising out of any express warranty unauthorized by you;

(c) Arising out of any physical or chemical change in the product made intentionally by the vendor;

(d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

(e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

(g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

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(2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

(a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or

(b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

(3) The insurance afforded to such additional insured only applies to the extent permitted by law.

(4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. **SECTION IV – CONDITIONS**, Condition **18. Other Insurance,** Paragraph **a.** is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

T□is endorsement modifies insurance provided under t□e following□

□□SI□ESS A□TO COVERAGE FORM

Wit□ respect to coverage provided □□ t□is endorsement, t□e provisions of t□e Coverage Form appl□ unless modified □□t□e endorsement□

T□is endorsement c□anges t□e polic□ effective on t□e inception date of t□e polic□ unless anot□er date is indicated □elow□

Named Insured: Envirowaste Services Group, Inc.
Endorsement Effective Date: 7/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
W□ERE RE□□IRED □□ WRITTE□ CO□TRACT
Information re□uired to complete t□is Sc□edule, if not s□own a□ove, will □e s□own in t□e Declarations□

T□e following is added to Item □□□ □**Other Insurance**□of Item □□□ □**General Conditions**□under Section IV □ □**Business Auto Conditions**□□

e□ Regardless of t□e provisions of Paragrap□ □a□ t□roug□ d□a□ove, for an□ lia□ilit□ arising out of t□e owners□ip, maintenance, use, rental, lease, loan, □ire or □orrowing □□ an □insured□of a covered □auto□for w□ic□ an □insured□ is contractuall□ o□ligated to provide primar□ insurance coverage to a client, t□is Coverage Form will □e primar□ and non□contri□utor□ wit□ respect to t□e Persons or Organi□ations in t□e sc□edule, regardless of t□e availa□ilit□ or e□istence of ot□er collecti□le insurance under an□ ot□er Coverage Form or polic□ t□at applies on a primar□ □asis□

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IRONSHORE SPECIALTY INSURANCE COMPANY
Mailing Address:
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 31, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)
CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)
ENVIRONMENTAL PROTECTIVE INSURANCE COVERAGE PACKAGE (EPIC PAC)
ENVIRONMENTAL EXCESS LIABILITY (EEL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following are added to **Item 1.** of the Declarations as Named Insureds:

1. Altair Environmental Group, LLC
2. Envirowaste Holding Corp.
3. EWSG of GA, LLC
4. EWSG of NC, LLC dba Jaamco Drain Cleaning
5. Industrial Vacuum Services, Inc.
6. IVAC of FL, LLC
7. IVAC of The Carolinas, LLC
8. KRG Utility, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement #

Policy Number: IEPUW0031119600 **Effective Date of Endorsement:** July 30, 2024
Insured Name: Envirowaste Services Group, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ENTITY - WAIVER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Where required by written contract

SECTION IV – CONDITIONS, Paragraph **22. Transfer of Rights of Recovery Against Others to Us**, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Workers' Compensation and Employers' Liability Policy

Named Insured ENVIROWASTE SERVICES GROUP, INC 1001 OLD CUTLER RD, 0043 PALMETTO BAY, FL 33157 0440	Endorsement Number Policy Number Symbol WCF Number 0432743
Policy Period 7/31/2024 to 7/31/2025	Effective Date of Endorsement 7/31/2024
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT IN STATES WHERE APPLICABLE
For the states of CA, HT, TX, refer to state specific endorsements.

This endorsement is not applicable in HI, MA, and NH.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.110 of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act, KSA 16-1101 through 16-1107 and any amendments thereto, and the Kansas Fairness in Public Construction Contract Act, KSA 16-1901 through 16-1909 and any amendments thereto. According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

EXHIBIT B – FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, Maintenance of Traffic (MOT), and safety requirements, and any other requirements outlined in the contract documents to perform the scope of services. Quantities listed are annual estimates, and The City of Aventura makes no guarantee of a specific volume of work to be performed.

Item No.	Description of Task	Unit	Quantity	Unit Price	Amount
1	Cleaning of stormwater catch basins and inlets	Each	532	$ 225.00	$ 119,700.00
2	Cleaning of stormwater manholes	Each	258	$ 225.00	$ 58,050.00
3	Cleaning of pipes	Linear Feet	60,000	$ 0.01	$ 600.00
4	Vacuum Truck service, with two operators, (M-F, 7am to 5pm)	Hour	100	$ 285.00	$ 28,500.00
5	Vacuum Truck service, with two operators (all other hours)	Hour	100	$ 365.00	$ 36,500.00
6	Well Cleaning	Each	44	$ 1,675.00	$ 73,700.00
7	CCTV Inspection	Linear Feet	1,000	$ 5.75	$ 5,750.00
				Total	**$** 322,800.00

Pay Item Notes:

1. Pay Items No.1 and No.2: Refer to Section 3.2.B.1 for scope of work. Unit price is per structure inspected or cleaned.

2. Pay Item No.3: The unit price for item 3 in the bid form shall be regardless of drainage pipe size and pipe construction material.

3. Pay Items No. 4 and No. 5: Refer to Section 3.2.D for emergency callout scope of work. Unit price is per hour and includes actual time spent on-site.

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EXHIBIT C – CONTRACTOR'S SUBCONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item No.	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	none, not applicable	
2		
3		
4		
5		
6		
7		

[THIS SPACE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

PERFORMANCE BOND
(Annual Form)

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, **Envirowaste Services Group, Inc.**, as Principal, and **Atlantic Specialty Insurance Company**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **City of Aventura, Florida** (Obligee), in the penal sum of **Three Hundred Twenty Two Thousand Eight Hundred and 00/100** Dollars ($**322,800.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the **3rd** day of **September , 2024**, and terminating the **3rd** day of **September 2025** , for **STORMWATER SYSTEM MAINTENANCE SERVICES** and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from **9th** day of **September, 2024** , until **9th** day of **September, 2025** , and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024 .

PRINCIPAL **Envirowaste Services Group, Inc.**

WITNESS

Jim Long , Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY

One State Street Plaza, 31st Fl, New York, NY 10004

WITNESS Ryan Norman

BY: Brad Mapes

Bradley Mapes , Attorney-In-Fact

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

intact INSURANCE surety

PAYMENT BOND
(Annual Form)

Bond No. 800181518

KNOW ALL MEN BY THESE PRESENTS, that we, **Envirowaste Services Group, Inc.**, as Principal, and **Atlantic Specialty Insurance Company**, licensed to do business in the State of **New York**, as Surety, are held and firmly bound unto **City of Aventura, Florida** (Obligee), in the penal sum of **Three Hundred Twenty Two Thousand Eight Hundred and 00/100** Dollars ($**322,800.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the **3rd** day of **September, 2024**, and terminating the **3rd** day of **September, 2025**, for **STORMWATER SYSTEM MAINTENANCE SERVICES** and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, its executors, administrators, successors and assigns shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject however, to the Obligee's priority, then this obligation to be void; otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from **9th** day of **September , 2024** , until **9th** day of **September, 2025** , and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 9th day of September 2024.

PRINCIPAL **Envirowaste Services Group, Inc.**

WITNESS

Jim Long, Title CEO

ATLANTIC SPECIALTY INSURANCE COMPANY

One State Street Plaza, 31st Floor, New York, NY 10004

WITNESS Ryan Norman

BY: Bradley Mapes, Attorney-In-Fact

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Bradley Mapes, Jodi L. Jennings, Oana R Dimulescu, Ryan Norman, Sarah C. Belcastro, Shana Kae Meyer, Stephen A. Vann,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of September, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

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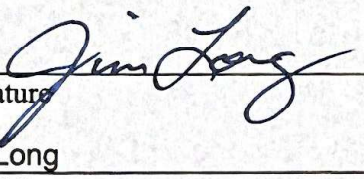
EXHIBIT E – E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City 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.**

x 	09/06/2024
Signature	Date
Jim Long	CEO
Print Name	Title

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Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

An official website of the United States government
Here's how you know

ENVIROWASTE SERVICES GROUP INC Profile ACTIVE

Company Information

Company Name

ENVIROWASTE SERVICES GROUP INC

Doing Business As (DBA) Name

ENVIROWASTE SERVICES GROUP INC

Company ID

1222494

Enrollment Date

Aug 31, 2017

Employer Identification Number (EIN)

650829090

Unique Entity Identifier (UEI)

DUNS Number

041117529

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

Total Number of Employees

100 to 499

NAICS Code

562

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Waste Management and Remediation Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

18001 OLD CUTLER ROAD
SUITE 554
PALMETTO BAY, FL 33157

Mailing Address

Same as Physical Address

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

ENVIROWASTE SERVICES GROUP INC is Configured to:

Have Employees Managed and Verified by My Company

Memorandum of Understanding

View Current MOU
View MOU Signature Page

Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

EXHIBIT F – AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity Name: EnviroWaste Services Group, Inc. ("Vendor")
Vendor FEIN: 65-0829090
Address: 18001 Old Cutler Road, Suite 643
City: Palmetto Bay State: FL Zip: 33157
Phone Number: 877-637-9665 Email Address: INFO@EWSG.com

As a nongovernmental entity executing, renewing, or extending a contract with the City of Aventura, Florida, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

x _____ 09/06/2024
Signature Date

Jim Long CEO
Print Name Title

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Docusign Envelope ID: F5086400-810B-4C43-94D9-6C871C78C26E

IN WITNESS WHEREOF, the **City of Aventura** and **EnviroWaste Services Group, Inc.** have executed or caused their duly authorized representatives to execute this agreement.

CITY OF AVENTURA

DocuSigned by:
By: Ronald J. Wasson
4FEFE382F66E41F...
Ronald J. Wasson, City Manager

Date: 10/23/2024

Attest:

Signed by:
Ellisa L. Horvath
9E7C6E64D5134BA...
Ellisa L. Horvath, MMC, City Clerk

Date: 10/23/2024

Approved as to legal form:

Signed by:
Robert Meyers
99DB0815084040E...
City Attorney

Date: 10/23/2024

CONTRACTOR

By: x _____
EnviroWaste Services Group, Inc.

Printed Name: Jim Long

Title: CEO

Date: _____

MEMORANDUM

ITEM NO. 3J.

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

From: Sanda N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Annual Piggyback Agreements with National Traffic Solution, Inc. and The Paving Lady for Concrete and Asphalt Services – Combined Annual Amount Not to Exceed $100,000**

Town Administration recommends approval of this item.

The Town of Surfside currently does not have established contractors available to perform concrete and asphalt restoration services on an as-needed basis. These services are necessary to address roadway repairs, sidewalk improvements, utility-related restoration, and other infrastructure maintenance needs throughout the Town. Establishing agreements with qualified contractors will allow the Town to respond more efficiently to maintenance and repair needs without having to procure these services individually.

While the Town's Code of Ordinances exempts certain public works purchases from competitive procurement requirements, staff recommends establishing agreements with contractors that have already been competitively selected by other governmental agencies. This approach allows the Town to benefit from established unit pricing, maintain consistency in pricing and contract terms, and provide greater accountability and oversight of expenditures.

To accomplish this, the Town proposes to enter into separate piggyback agreements with National Traffic Solution, Inc. and The Paving Lady, utilizing their existing competitively solicited contracts with the Florida Department of Transportation (FDOT) and the City of Lake Worth Beach, respectively. The agreements will provide access to established unit prices for concrete, asphalt, and related restoration services, allowing the Town to obtain proposals and authorize work as needed without conducting a separate solicitation for each repair.

Under the proposed agreements, the Town will authorize work through individual work orders based on the applicable contract unit prices and the specific scope of services required. The agreements will have a combined annual expenditure not to exceed $100,000 between both contractors, rather than $100,000 per contractor. Actual expenditures will depend on the Town's needs, and neither agreement guarantees a minimum amount of work.

Staff recommends that the Town Commission approve separate piggyback agreements with National Traffic Solution, Inc., utilizing FDOT Contract No. E6Q08-R0, and The Paving Lady, utilizing City of Lake Worth Beach Contract No. IFB 24-101, for concrete and asphalt restoration services, in a combined annual amount not to exceed $100,000, subject to the applicable contract terms, approved unit pricing, and Town procurement requirements.

Resolution Piggyback Concrete Asphalt NTS And Paving Lady

E6Q08-R0 Executed Contract Documents

City of Lake Worth Beach - Executed Annual Contract

RESOLUTION NO. 2026-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING SEPARATE PIGGYBACK AGREEMENTS WITH NATIONAL TRAFFIC SOLUTION, INC., UTILIZING FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT NO. E6Q08-R0, AND THE PAVING LADY, UTILIZING CITY OF LAKE WORTH BEACH CONTRACT NO. IFB 24-101, FOR CONCRETE AND ASPHALT RESTORATION SERVICES ON AN AS-NEEDED BASIS IN A COMBINED ANNUAL AMOUNT NOT TO EXCEED $100,000.00; FINDING THAT THE AGREEMENTS ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND 3-13(7)(F) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE ISSUANCE OF WORK ORDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") requires concrete and asphalt restoration services on an as-needed basis for roadway repairs, sidewalk improvements, utility-related restoration, and other infrastructure maintenance throughout the Town, but does not currently have established contractors available to perform these services; and

WHEREAS, National Traffic Solution, Inc. ("National Traffic") provides concrete, asphalt, and related restoration services under Florida Department of Transportation ("FDOT") Contract No. E6Q08-R0 ("FDOT Contract"), and The Paving Lady provides such services under City of Lake Worth Beach Contract No. IFB 24-101 ("Lake Worth Beach Contract"), each of which was competitively solicited and includes established unit pricing; and

WHEREAS, Town staff recommends that the Town enter into separate piggyback agreements with National Traffic, utilizing the FDOT Contract, and The Paving Lady, utilizing the Lake Worth Beach Contract (collectively, the "Agreements"), which will allow

the Town to authorize work through individual work orders at the applicable contract unit pricing without conducting a separate solicitation for each repair; and

WHEREAS, expenditures under the Agreements shall not exceed a combined annual amount of $100,000.00 between both contractors, and neither Agreement guarantees a minimum amount of work; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, purchases made under contracts or competitive bids of other governmental agencies are exempt from the Town's competitive bidding procedures, and pursuant to Section 3-13(7)(f) of the Town Code, public works purchases and contracts for services, repairs, maintenance, and replacements related to Town infrastructure, including roads and sidewalks, are exempt from the Town's competitive bidding procedures; and

WHEREAS, the Town Commission finds that this Resolution is in the public interest and in the best interests and welfare of the Town and its residents.

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

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

Section 2. Agreements Approved; Exemption from Competitive Bidding. The Agreements with National Traffic, utilizing the FDOT Contract, and The Paving Lady, utilizing the Lake Worth Beach Contract, for concrete and asphalt restoration services on an as-needed basis are hereby approved. The Town Commission finds that the Agreements are exempt from competitive bidding pursuant to Sections 3-13(3) and 3-

13(7)(f) of the Town Code. The Town Manager is authorized to execute the Agreements, subject to approval by the Town Attorney as to form and legality.

Section 3. Work Orders; Not to Exceed Amount. The Town Manager and authorized Town Officials are authorized to issue work orders under either Agreement on an as-needed basis, based on the applicable contract unit pricing, in a combined annual amount not to exceed $100,000.00 for both Agreements, subject to budgetary appropriation.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Agreements and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Docusign Envelope ID: E3E6B08C-0B6C-4290-A1D0-685D2E4F8262

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

JARED W. PERDUE, P.E.
SECRETARY

January 7, 2026

NATIONAL TRAFFIC SOLUTION, INC.
20305 SW 198 AVE
MIAMI FL 33187
3053024602 / ADMIN@TRAFFICSOLUTION.US
Vendor Number: VF 814212997001

Contract Number:	E6Q08-R0
Financial Project Numbers:	428235-6-72-01
Awarded Amount:	$400,000.00
County(ies):	Miami-Dade
Letting Date:	November 20, 2025

RE: NOTICE OF EXECUTION

Dear Contractor:

The subject contract was executed on **January 7, 2026,** and a copy is attached. Please print and retain a copy for your files and forward a copy to your bonding company.

Sincerely,

DocuSigned by:
Ileen Zamora
D81E5E93F0A246D...

Ileen Zamora
Contract Supervisor

Attachments

cc: Guevara, Jose / Taylor, Zachary / Vajta, Bencze, Financial Services, File

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

State of Florida
Department of Transportation



CONTRACT DOCUMENTS FOR E6Q08-R0

Construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads in Miami-Dade County.

Financial Project Number(s): 428235-6-72-01
Proposal/Contract Number: E6Q08-R0

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Contract Number: E6Q08-R0

Construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads in Miami-Dade County.

The completed agreement for this project includes the following documents:

ITEM #	DESCRIPTION
1	BID BLANK, FORM # 375-020-17
2	CONTRACT, FORM # 375-020-26 *(must be executed and returned with contract)*
3	CONTRACT BOND, FORM # 375-020-27 *(must be executed and returned with contract)*
4	CONTRACT AFFIDAVIT, FORM # 375-020-30 *(must be executed and returned with contract)*
5	AFFIDAVIT REGARDING LABOR & SERVICES FORM # 375-030-31 *(must be executed and returned with contract)*
6	BID SOLICITATION NOTICE (ADVERTISEMENT)
7	WORKFORCE & BITUMINOUS MATERIALS DOCUMENT
8	FUEL ALLOCATION REPORT
9	CONTRACTOR'S BID
10	CONTRACT SCHEDULE AND APPROXIMATE QUANTITIES
11	ADDENDUM (N/A)
12	QUESTION AND ANSWER
13	SPECIFICATIONS AND PLANS
14	AWARD ENCUMBRANCE

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

BID BLANK
STATE JOB

Let by: District 6 - Miami

NATIONAL TRAFFIC SOLUTION, INC.

(Void if used by any bidder other than one this Form issued to)

FINANCIAL PROJECT NO(S).: 428235-6-72-01

ROAD(S) NO(S).: Various arterial state roads

This project is let under the authority of Chapter 337, F.S.

CONTRACT NO.: E6Q08-R0

CONTRACT CALENDAR DAYS: 365

DATE BIDS DUE: 11/20/2025

TOTAL AMOUNT:

DATE OF AWARD: 12/15/2025

$ 400,000.00

DATE OF CONTRACT EXECUTION: 01/07/2026 | 11:51 AM EST

N/a **% DBE Availability**

PROPOSAL

To Accompany
THE STANDARD SPECIFICATIONS AS AMENDED BY THE SPECIFICATIONS PACKAGE AND ANY SUPPLEMENTAL SPECIFICATIONS PACKAGES, AND THE PLANS.

FOR ABOVE PROJECT(S)

This contract consists of construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads.

in Miami-Dade County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT
District

This Contract, is entered into between the State of Florida Department of Transportation, hereinafter called the Department, and NATIONAL TRAFFIC SOLUTION, INC.

of 20305 SW 198 AVE StateIncorp: Florida MIAMI FL 33187 TLF: 3053024602 , herein called the Contractor.

The Contractor agrees with the Department, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Proposal, Standard Specifications as Amended by the Specifications Package and any Supplemental Specifications Packages, and the Plans, under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Department of Transportation, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as will protect the Department from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Department and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to construct or otherwise improve the road(s), bridge(s), and building(s) described as:
contract consists of construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads

in Miami-Dade County County(ies), a distance of approximately N/A

and known as Federal Aid Project No(s).:

Financial Project No(s).: N/A Contract No.

Complete the following as appropriate

Entity Name: NATIONAL TRAFFIC SOLUTION, INC. (Seal)

Authorized Signature: Signed by: Frank Rivera F74F81098165499... Name & Title (Print): Frank Rivera PRESIDENT

*Signature: Name & Title (Print):

*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

DocuSigned by: Ileen Zamora D81E5E93F0A246D...
District 6

DocuSigned by: Alicia Trujillo 12CAF0E1B1DB4BC...
Attorney FDOT
District 6 General Counsel

01/06/2026 | 10:18 AM ES
Date

In consideration of the foregoing premises, the Department agrees to pay the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

IN WITNESS WHEREOF, the Department has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal, the date aforesaid. The terms of this contract shall be binding upon full execution and date referenced below.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Rudy Garcia 6B0C509FD98347F...
Director of Transportation Operations

Date: 01/07/2026 | 11:51 AM EST

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Docusign Envelope ID: 0CF1FB62-85E4-4837-92DA-27881A18146F

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Bond # UCSX158X-1793

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, NATIONAL TRAFFIC SOLUTION, INC.

(Entity Name) having its principal place of business at 20305 SW 198 AVE MIAMI FL 33187
(Bidding Office Street Address, City, State, Zip and Phone #,)
(hereinafter called Principal or Contractor) and United Casualty and Surety Insurance Company
hereinafter called Surety), duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, having its principal place of business at 303 Congress Street, Suite 502, Boston, MA 02210
904-230-1324, jcentrella@allstarfg.com
(City, State, Zip, Email Address) are held and firmly bound unto the State of Florida, in the full and just sum of
Four hundred thousand dollars and zero cents
DOLLARS ($ 400,000.00), lawful money of the United States of America, to be paid to the Florida Department of Transportation, to which payment well and truly be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents; WHEREAS, the above-bound Principal has subscribed to a contract with the State of Florida Department of Transportation (hereinafter called the Department), for constructing or otherwise improving a road(s), bridge(s), and building(s)
construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter,
and special curb and gutter on various arterial state roads
in Miami-Dade County(ies),
particularly known as Federal Aid Project No(s).: N/a
Financial Project No(s). 428235-6-72-01 Contract No. E6Q08-R0
(hereinafter called the Contract), upon certain terms and conditions in the Contract more particularly mentioned; and WHEREAS, it was one of the conditions of the Contract that these presents shall be executed; NOW, THEREFORE, the conditions of this obligation are such that if the above- bound Principal in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Contract according to plans and specifications as therein referred to and made a part thereof, and any alterations as may be made in said plans and specifications as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of two (2) years from the date of final acceptance of the work under the Contract and further if the Contractor shall promptly make payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract (See Section 337.18(1) (a)-(f), F.S., for specific "claim" notice and time limitation requirements), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Contract, and shall be liable to the State in a civil action instituted by the Department or any officer of the State authorized in such cases for double any amount in money or property the State may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor, its agents, and employees, and should the Contractor not be declared to be in default under the Contract then the bond shall be deemed void. In the event of default by the Contactor, the Surety shall pay the Department in addition to the above obligations, all liquidated damages and disincentives assessed against the Contractor because of the default which were not withheld from Contract proceeds and if the Department at its sole option demands that the Surety take over the project and provided further that should the Department elect to have the Surety to take over the project, then in such event, the Surety may not select the Contractor or any affiliate of the Contractor to complete the project for and on behalf of the Surety without the Department's express written consent and, finally, if the subject Contract required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Department, to perform the work. It is further covenanted and agreed that any alterations or additions made under this Contract or in the work to be performed therein or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Department or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this bond, the surety, pursuant to Section 337.11(9)(a), F.S. shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the

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original contract amount, the surety's approval shall be required to bind the surety under the bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform its obligations under the terms of this bond may result in the Surety being disqualified from issuing bonds for future Department contracts.

WITNESS the signature of the principal (Contractor) and the signature of the Surety by Jason S. Centrella its Attorney-in-Fact & Florida Resident Agent (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this 19th day of December, 2025.

Complete the following as appropriate

Entity Name: NATIONAL TRAFFIC SOLUTION, INC. (Seal)

Authorized Signature: _____ Name & Title (Print): Frank Rivera, V.P.

*Signature: _____ Name & Title (Print): _____

*In the event of a Partnership both signature and printed name of 2 partners must be affixed.

Organized and existing under the laws of the State of ~~Florida~~ Nebraska and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: _____
Florida Licensed Insurance Agent

Print information below (Florida Licensed Insurance Agent; whether in Attorney-in-Fact or Countersignature role):

Name: Jason S. Centrella

Business Address: 232 Canal Blvd., Suite 4, Ponte Vedra Beach, FL 32082

Telephone: 904-230-1324

Email Address: jcentrella@allstarfg.com

United Casualty and Surety Insurance Company
Surety Company Name (Print) (Seal)

By: _____
Florida Licensed Insurance Agent or Attorney-in-Fact (Surety)

[X] Above Signatory is also a Florida Licensed Insurance Agent (check if applicable and complete business name, address and telephone number block; if not, have such an agent countersign and complete block)

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

Contractor shall record this bond in the official records of the Clerk of Court of the county where the improvement is located prior to commencing the work in accordance with Section 337.18(1)(b), Florida Statutes.

Send "Notices to Owner" to:

District 6

Florida Department of Transportation, District 6
Construction Engineer or Maintenance Engineer
1000 Northwest 111th Avenue
Miami, FL 33172
Phone # (305) 470-5100

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT AFFIDAVIT

375-020-30
CONTRACTS ADMINISTRATION
OGC - 10/07

STATE OF Florida

COUNTY OF St. Johns

Before me, the undersigned authority, personally appeared Jason S. Centrella (Attorney-In-Fact) who, being duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws of the State of Florida (If applicable, otherwise N/A), to represent United Casualty and Surety Insurance Company (Surety Co.) of Boston, MA (City and State) a company authorized to make surety bonds under the laws of the State of Florida.

Jason S. Centrella (Attorney-In Fact for Surety Co.) further certifies that as Attorney-in-Fact for the said United Casualty and Surety Insurance Company (Surety Co.) has signed the attached bond in the sum of $ 400,000.00 on behalf of NATIONAL TRAFFIC SOLUTION, INC. (Contractor) covering Financial Project No.(s) 428235-6-72-01;

construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter;

Contract No.(s) E6Q08-R0; in Miami Dade County County(ies), Florida.

Said Jason S. Centrella further certifies that the premium on the said bond is $12,000.00, which will be paid in full direct to him/her as Attorney-in-Fact, and included in his/her regular accounts to the said United Casualty and Surety Insurance Company (Surety) and that he/she will receive a regular commission of -0- per cent as Attorney-in-Fact for the execution of said bond and that the commission will not be divided with anyone except as follows:

N/A (If applicable, otherwise N/A) per cent to N/A (N/A, if not applicable),

who is a duly authorized Florida Licensed Insurance Agent properly licensed under the laws of the State of Florida.

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Agent or Attorney-in-Fact

Sworn to and subscribed before me this 19th day of December, 2025 by Jason S. Centrella (name of affiant). He/She is personally known to me or has produced N/A (type of identification) as identification.

(Notary Signature) Alane Skaff (Notary's printed name) 10/20/2028 My commission expires

Notary Public State of Florida

ALANE SKAFF
MY COMMISSION # HH 601774
EXPIRES: October 20, 2028

COUNTERSIGNED (If applicable):

Florida Licensed Insurance Agent

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

ucs

POWER OF ATTORNEY

172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Jeffery L. Booth, Jason S. Centrella, James E. Feldner, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger
Melanie J. Stokes, Alicia Anne Suarez, Alane Skaff

its true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** Three Million Seven Hundred Fifty Thousand & 00/100 Dollars ($3,750,000.00). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 13th day of January, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

R. Kyle Fowler
R. Kyle Fowler, Treasurer

Corporate Seals

Commonwealth of Massachusetts
County of Suffolk ss:

On this 13th day of January, 2025 before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028

COLLEEN A. COCHRANE
Notary Public, Commonwealth of Massachusetts
My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 19th day of December, 2025

Robert F. Thomas
Robert F. Thomas, President

Corporate Seals

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

Bond # UCSX158X-1793

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AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	NATIONAL TRAFFIC SOLUTION, INC.
Address:	20305 SW 198 AVE, MIAMI, FL, 33187
Phone Number:	786 508 7600
Authorized Representative's Name:	FRANK Y RIVERA
Authorized Representative's Title:	VICE PRESIDENT
Email Address:	FRANKJR@TRAFFICSOLUTION.US

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name*does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

12/26/2025

(Signature of authorized representative) Date

STATE Florida
COUNTY OF Miami-Dade
Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 26th day of December 2025 (year), by Jan Rivera

Notary Public
April 28, 2029
Commission Expires
Personally Known ☐ OR Produced Identification ☒
Type of Identification Produced
DL

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2025

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 Verifly Insurance Services, LLC DBA Thimble Insurance Services 174 West 4th Street, Suite 204 New York, NY 10014 https://support.thimble.com/	**CONTACT NAME:** THIMBLE https://support.thimble.com/ **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** support@thimble.com
INSURED National Traffic Solution, Inc 20305 SW 198th Ave, Miami, FL, 33187 JAN@TRAFFICSOLUTION.US	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Specialty Insurance Company — 22608 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :** https://www.thimble.com/check-policy-status/

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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	IBL-PK5CMW34JC	10/02/2025 5:09 PM EDT	10/02/2026 5:09 PM EDT	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space isrequired)

WARNING: THE GL POLICY IS NOT A COMPLETION BOND. IT PROVIDES COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE, AND PERSONAL AND ADVERTISING INJURY. IT DOES NOT GUARANTEE THE COMPLETION OF WORK BY A CONTRACTOR.
Florida Department of Transportation to be additional insured for General Liability. Any
FDOT MAINTENANCE CONTRACT E6Q08-R0 CONCRETE REPAIR

(con't on form Acord 101)

CERTIFICATE HOLDER

Florida Department of Transportation
1000 NW 111th Avenue
Miami, FL 33172

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: JAN@TRAFFICSOLUTION.US

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY Verifly Insurance Services, LLC DBA Thimble Insurance Services	**NAMED INSURED** National Traffic Solution, Inc 20305 SW 198th Ave, Miami, FL, 33187 JAN@TRAFFICSOLUTION.US
POLICY NUMBER IBL-PK5CMW34JC	
CARRIER National Specialty Insurance Company / **NAIC CODE** 22608	**EFFECTIVE DATE:** 10/02/2025 5:09 PM EDT

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 (con't)
location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.

Episodic Coverage (THSN CG 02 04 02 21) for policy number IBL-PK5CMW34JC until 10/02/2027 5:09 PM EDT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Designated Person or Organization (including its departments and attached agencies, its directors, officers, officials, employees, representatives and agents):

Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

E-Mail Address:

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or “wrongful acts” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **LIMITS OF INSURANCE** section of the coverage form

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

C. If this policy is cancelled or nonrenewed for any reason, we will deliver notice of the cancellation or non-renewal to any Designated Person or Organization shown in the **SCHEDULE** above at the e-mail address shown above.

D. This endorsement shall not increase the applicable limits of insurance shown in the Declaration

All other terms and conditions remain unchanged.

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POLICY NUMBER: IBL-PK5CMW34JC

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: IBL-PK5CMW34JC

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Florida Department of Transportation	Florida Department of Transportation to be additional insured for General Liability. Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Designated Person or Organization (including its departments and attached agencies, its directors, officers, officials, employees, representatives and agents):

Florida Department of Transportation

E-Mail Address:

jan@trafficsolution.us

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or “wrongful acts” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **LIMITS OF INSURANCE** section of the coverage form

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

C. If this policy is cancelled or nonrenewed for any reason, we will deliver notice of the cancellation or non-renewal to any Designated Person or Organization shown in the **SCHEDULE** above at the e-mail address shown above.

D. This endorsement shall not increase the applicable limits of insurance shown in the Declaration

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: IBL-PK5CMW34JC

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Florida Department of Transportation jan@trafficsolution.us
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2025

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 **GEICO** One GEICO Blvd. Fredericksburg, VA 22412	**CONTACT NAME:** GEICO **PHONE (A/C, No, Ext):** 1-866-509-9444 **FAX (A/C, No):** **E-MAIL ADDRESS:** R1COMMEND@GEICO.COM
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** GEICO General Insurance Company — 35882
INSURED **NATIONAL TRAFFIC SOLUTION, INC.** 20305 SW 198TH AVE MIAMI, FL 33187	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	X	X	9300218771-00	10/03/2025	10/03/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FLORIDA DEPARTMENT OF TRANSPORTATION is listed as an additional insured with respects to the auto policy when required by written contract. Waiver of subrogation in favor of FLORIDA DEPARTMENT OF TRANSPORTATION on auto policy.

CERTIFICATE HOLDER

FLORIDA DEPARTMENT OF TRANSPORTATION
1000 NW 111TH AVENUE
MIAMI, FL 33172

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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CERTIFICATE OF LIABILITY INSURANCE

Date: 12/8/2025

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2026	01/01/2027	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 91-71-605

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

National Traffic Solution, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 11-25-25 (KD)

Begin Date: 1/6/2025

CERTIFICATE HOLDER

FLORIDA DEPARTMENT OF TRANSPORTATION

1000 NW 111TH AVENUE
MIAMI, FL 33172

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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BID SOLICITATION NOTICE – District 6
FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE PROGRAMS
District Six, Adam Leigh Cann Building
1000 NW 111 Avenue Procurement Office, Room 6202-B
Miami, FL 33172

Miami, FL
October 09, 2025
Advertisement No. 1

All bids must be completed using **Project Bids** software available on the Bid Express website at https://bidx.com/fl/main

Unless otherwise stipulated in the proposal description, bids for all projects listed in this Bid Solicitation Notice must be submitted using Bid Express only. No other means of submission of bids will be accepted. Please visit the Contracts Administration Website at: https://www.fdot.gov/contracts for more information on Bid Express. Submitting bids through Bid Express requires a Digital ID. To obtain a Digital ID, please contact Bid Express at http://www.bidx.com. Allow up to 6 days to complete the Digital ID registration.

Bids for the projects in this Bid Solicitation Notice will be accepted by Bid Express until 11:00 AM Local Time on Thursday**,** November 20, 2025**.**

Bid totals for each bid submitted will be read aloud for those present and will be available at 11:00 AM November 20, 2025 in the above referenced location.. Anyone needing special accommodations under the Americans with Disabilities Act of 1990 should send an e-mail to: contracts.admin@dot.state.fl.us or call telephone number (305)470-5457. Special accommodation requests under the Americans with Disabilities Act should be made at least seven days prior to the public meeting. Bidders may obtain preliminary bid results at: Select District, select district then click on appropriate date.

DEADLINE FOR PROPOSALS AND PROPOSAL HOLDERS LIST

The deadline for obtaining bid packages shall be 24 hours prior to the scheduled letting date and time. A list of plan holders may be obtained by visiting the District Contracts Administration website at: www.fdot.gov/contracts/d6, click " Letting and Project Information" and select letting date from the Lettings Menu.

-----NOTE-----
Proposals will not be issued after 11:00 AM **Local Time on** Wednesday**,** November 19, 2025 **.**

Document Ordering Information
Orders for documents are placed using the Contract Proposal Processing Online Ordering System at CPP.fdot.gov. There is no charge for ordering/downloading documents. Online Ordering is available Monday through Friday from 6 AM. to 9 PM. and Saturday from 6 AM. to 7 PM. **To Place An Order** • A current State of Florida Vendor Number is required prior to first-time registration; please visit https://vendor.myfloridamarketplace.com for more information. Please allow 24 to 48 hours for receipt of a new vendor number. Prior to placing orders, an individual shall register and establish an Internet Subscriber Account with the Department of Transportation at CPP.fdot.gov. Please allow 48 to 72 hours (excluding weekends and holidays) for the registration and approval.

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PREQUALIFICATION

Contractors must have a current certificate of qualification in accordance with Florida Statute 337.14(1) and Rule Chapter 14-22, Florida Administrative Code, on the date of the letting to bid on construction projects over $250,000.00 as established by the Department's budget. Maintenance contracts do not require a contractor to have a certificate of qualification, unless stipulated in the project description and specifications. If deemed necessary by the Department, certain maintenance contracts will contain specific requirements for maintenance contractor eligibility.

PREQUALIFIED CONTRACTORS CURRENT CAPACITY

In order for the Department to have the information required to determine a prequalified bidder's Current Capacity, it is necessary that the prequalified contractor certify the total dollar amount of all work the contractor has underway. This certification shall be accomplished electronically by submitting the Certification of Work Underway (Online Web Application) https://www.fdot.gov/contracts/PreQual_Info/prequalified.shtm to the Department every 30 calendar days.

CONFLICT OF INTEREST

A contractor who performs a constructability review on a design contract or who participates in a value engineering study workshop or cost risk analysis workshop, is prohibited from bidding on the construction of that contract.

SCRUTINIZED COMPANIES

A company that is on the Scrutinized Companies with Activities in Sudan List, is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria, may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of $1 million or more.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services.

BID REJECTION

Bidders are hereby notified that all bids on any of the following projects are likely to be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than ten percent (10%). In the event any of the bids are rejected for this reason, the project may be deferred for re-advertising. In addition, award of all federally funded projects will be subject to Federal Highway Administration concurrence.

PROTEST RIGHTS

Pursuant to Section 120.57, Florida Statutes, any person adversely affected by a **bid solicitation** shall file both a notice of protest and bond within 72 hours after posting of the Bid Solicitation Notice and shall file a formal written protest within ten days after filing the notice of protest. Any person who files a notice of protest as to a bid solicitation pursuant to this rule shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid solicitation that requires qualification of bidders, the bond shall be $5,000. For an action protesting a bid solicitation for which bidders are not required to be prequalified by the Department to be eligible to bid, the bond shall be $2,500. The required notice of protest, bond and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, Mail Station 58, Room 550, 605 Suwannee Street, Tallahassee, Florida 32399-0458, FAX (850) 414-5264. Failure to file a protest within the time prescribe d in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for the filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Pursuant to Section 120.57, Florida Statutes, any person adversely affected by a **bid rejection or contract award** shall file both a notice of protest and bond within 72 hours after the posting of the Summary of Bids. If notice of intended decision is given by certified mail or express delivery, the adversely affected person must file both the notice of protest and bond within 72 hours after receipt of the notice of intent. A formal written protest must be filed within ten days after filing the notice of protest. Any person who files a notice of protest as to a bid rejection or contract award pursuant to this rule shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid rejection or contract award that requires qualification of bidders, the Bond shall be equal to one percent of the lowest bid submitted or $5,000, whichever is greater. For an action protesting a bid rejection or contract award for which bidders are not required to be prequalified by the Department to be eligible to bid,

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the bond shall be $2,500. The required notice of protest, bond, and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, Mail Station 58, Room 550, 605 Suwannee Street, Tallahassee, Florida 32399-0458, FAX (850) 414-5264. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A protest is not timely filed unless the notice of protest, bond, and the formal protest are each received by the Clerk of Agency Proceedings within the required time limits. A protest which is filed prematurely will be deemed abandoned unless timely renewed.

Interested parties can visit our Internet web site at https://www.fdot.gov/contracts/. Information regarding projects posted with the Clerk of Agency Proceedings, Proposal holders, Plan and Special Provisions holders, preliminary letting results, and other noteworthy information is provided on this website.

IDENTICAL BIDS

After consideration in accordance with Article 3-1 of the Standard Specifications for Road and Bridge Construction, or as amended by the project Specifications Package or any Supplemental Specifications Packages, if it is determined that multiple responsive bidders submit identical proposals (bids), the Department will determine the order in which proposals are to be considered for Contract award by means of a random selection: coin toss or drawing of lots. The method used to determine the order in which proposals are to be considered for Contract award shall be announced at the beginning of the public meeting held for the purpose described herein.

INSURANCE

The successful bidder shall submit current general liability insurance and workman's compensation insurance certificates for the duration of the contract in the dollar amounts and manner specified in the most current edition of the Department's Standard Specifications for Road and Bridge Construction. Insurance companies must be authorized to do business in the State of Florida. Proof of such insurance shall be filed with the District Contracts and Procurement Office before the contract can be executed. BE SURE THAT THE CONTRACT NUMBER IS ON EACH INSURANCE CERTIFICATE.

ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a potential bidder as a result of any oral discussion with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department. Notices of changes (addenda) will be posted on the Districts Contracts Administration website at: www.fdot.gov/contracts/d6, click "Letting and Project Information" and select letting date from the Lettings Menu. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid. **All addenda will be acknowledged by signature and subsequent submission of addenda with the bid when so stated in the addenda.**

BID QUESTIONS

Direct questions regarding the advertised projects by posting them to the Department website at the following URL address: https://bqa.fdot.gov.

PROPOSAL GUARANTY

For bids over $150,000.00, the standard proposal guaranty of 5% of the bid will be required, unless otherwise stipulated in the proposal advertisement. A Proposal Guaranty of not less than five percent (5%) of the total actual bid in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or a Surety Proposal Guaranty made payable to the Florida Department of Transportation must be received for each bid in excess of **$150,000.00.** A check or draft in an amount less than five percent (5%) of the actual bid will invalidate the bid. The guaranty amount shall include all bid items except construction days for A+B bidding and lane closure for Lane Rental Bidding. Proposal Guaranty shall substantially conform to DOT Form 375-020-09. Surety2000 or Tinubu Surety Solution electronic Proposal Guaranty submittal may be used in conjunction with Bid Express internet bid submittal. For more information, please visit https://www.surety2000.com for Surety2000 or https://www.tinubu.com for Tinubu Surety Solution. Paper Proposal Guaranty will also be accepted for bids submitted through Bid Express provided they are received prior to the deadline for receiving bids, by the location(s) identified in this Bid Solicitation Notice. If an electronic

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proposal guaranty is not being submitted, the bidder must submit an original proposal guaranty. (A fax or a copy sent as an attachment will not be accepted.)

EXECUTION OF CONTRACT

Pursuant to Subsections 3-6 and 3-7 of the Standard Specifications, the successful bidder shall execute the necessary contract documents and return the agreement along with a satisfactory Performance and Payment Bond within ten (10) Calendar days of award, excluding Saturdays, Sundays, and state holidays, unless noted otherwise in the project specifications. A 100% Payment and Performance Bond will be required for all projects unless noted otherwise in the project specifications. All work is to be done in accordance with the Plans, special Provisions of the State of Florida Department of Transportation.

Prior to execution of the contract with the Department, **a corporation must show proof that it is authorized to do business in the State of Florida.** Florida corporations should provide a copy of the certificate of Incorporation and foreign corporations should provide a copy of Certificate of Authority from the Florida Department of State.

Important Note: Actual commitment and final execution of the contract is contingent upon an approved legislative budget and funds availability.

DBE PARTICIPATION

Disadvantaged Business Enterprise (DBE) Availability Goal Information is contained in the Bid Solicitation Package. DBE Participation and Bidder Opportunity List for Prime Contractors shall be reported in the **Equal Opportunity Compliance (EOC)** system no later than 3 business days of submission of the bid. The EOC system is a web-based application for P rime Contractors, statewide, to report their Bidder Opportunity List, DBE Commitments, and DBE/MBE Subpayments. Complete and submit the DBE Participation (i.e. DBE Commitments) and Bid Opportunity List in the EOC.

More information regarding EOC can be referenced at: https://www.fdot.gov/equalopportunity/eoc.shtm

DEBARMENT/SUSPENSION

All bids submitted to the Department shall include a statement that by signing and submitting this proposal, the bidder certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

MANDATORY PRE-BID CONFERENCE

For projects with mandatory Pre-Bid Meeting, proposals (BIDDING DOCUMENTS) will be issued only to the attendees of the meeting. Prospective bidders ordering bidding documents prior to the Pre-Bid Meeting will be given access to download the bidding documents within 24 hours after the Pre-Bid Meeting. Those prospective bidders ordering the documents after the Pre-Bid Meeting will need to contact the office advertising the project to confirm attendance and receive access to download the bidding documents. Please contact the office at least two working days prior to the deadline for obtaining bidding documents to allow time for processing.

LATE ARRIVALS TO MANDATORY PRE-BID MEETINGS

All bidders must be present and signed in prior to the start of the mandatory pre-bid meeting. Anyone not signed in at the commencement of the meeting will be considered late and will not be allowed to bid on the project.

FIRST TIME BIDDERS

Bidders bidding for the first time with the Department can access the New Bidder's Orientation document at: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/contracts/new-bidders-orientation.pdf?sfvrsn=aef131ae_2

POSTING NOTICE

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The bid tabulation and intent to award will be posted on December 09, 2025 or December 23, 2025 at www.fdot.gov/contracts/d6, click the "Letting and Project Information" and select letting date from the Listings Menu. The posting provides notice of the Department's intent to award a contract or reject all bids. The Department's Notice of Intent regarding a project will be posted on only one of the alternate posting dates. Bidders are solely responsible for timely monitoring or otherwise verifying on which of the specified alternate posting dates the posting of award or rejection of all bids actually occurs.

If the posting dates are revised, all bidders for the subject project will be notified.

AFFIRMATIVE ACTION (EQUAL EMPLOYMENT OPPORTUNITY)

The Florida Department of Transportation (hereinafter referred to as the "Department"), in accordance with **Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4 and related authorities, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21**, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, or sex in consideration for an award. Further, it is the policy of the Department to not discriminate against bidders on the grounds of race, color, national origin, religion, sex, age, or disability/handicap in consideration for an award. A bidder must have an approved DBE Affirmative Action (DBE/AA) Plan prior to contract award. Please use the following link https://www.fdot.gov/contracts/cpp-online-ordering/bidder-assist.shtm, Standard Specifications for Road and Bridge Construction and the Special Provisions for instructions for submission of a DBE/AA Plan. The DBE/AA Plan should be submitted for approval prior to the bidding.

MINIMUM WAGE

The minimum wage for all hours worked in Florida is available at https://www.floridajobs.org.

EMAIL SUBSCRIPTION LIST

To get on the e-mail subscription list, go to http://fdotwp1.dot.state.fl.us/reportsubscriptions/ and fill out the necessary information to "Subscribe". To obtain information concerning other districts, go to https://www.fdot.gov/contracts/district-offices/distco.shtm.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 A.M. to 5:00 P.M. Local Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

By submitting a bid, the contractor/consultant/vendor agrees to comply with section 20.055(5) Florida Statute, and to incorporate in all subcontracts the obligation to comply with section 20.055(5) Florida Statute.

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Florida Department of Transportation

Notice to Contractors Index

Published: October 09, 2025

Letting ID: 06251120

Please use the following proposal ID and the letting ID when ordering plans/proposal or specifications for the November 20, 2025 letting.

Page Number	Proposal Id	Proposal Notes	Fin Proj Numbers	County
7	E6Q08-R0		42823567201(*)	MIAMI-DADE

Proposal Note Codes:

Note: (*) indicates lead project

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Florida Department of Transportation
Bid Solicitation Notice and Approximate Quantities

Letting:	06251120	Call Order: 006	Proposal: E6Q08-R0		District:06
Counties:	MIAMI-DADE				
Road Name:	CONCRETE INSTALLATION - ROUTINE MAINTENANCE				
Limits:	Midpoint				
Project(s):	42823567201(*)		Federal Aid No: N/A		
Total Roadway Length:		0.000 Miles		Contract Days:	365
Total Bridge Length:		0.000 Miles		Letting Date:	11/20/25
Total Proposal Length:		0.000 Miles		Contract Execution Days:	10
				Special Start Date:	N/A
				Aquis/Flexible Start Time:	
Proposal Budget Estimate:			$400,000.00		

Please read the full advertisement

Description:

This contract consists of construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads in Miami-Dade County.

The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific needs. The Department does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The Department's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed. For this Contract in which specific sites are not identified at the time of the Letting, the Engineer will issue a Work Document. This Work Document will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work.

Award will be made at the Department Advertised Estimate amount of $400,000.00

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Call Order: 006 Proposal: E6Q08-R0

ALT	Item	Description	Unit	Quantity
Section 0001 CONCRETE SIDEWALK REPAIR (SY)				
	0102- 14-	TRAFFIC CONTROL OFFICER	HR	250.000
	0110- 2- 2	SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	AC	0.500
	0110- 4- 10	REMOVAL OF EXISTING CONCRETE	SY	4,451.000
	0110- 22-	TREE ROOT AND BRANCH PRUNING	EA	50.000
	0120- 6-	EMBANKMENT	CY	50.000
	0339- 1-	MISCELLANEOUS ASPHALT PAVEMENT	TN	5.000
	0401- 70- 4	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	10.000
	0415- 1- 6	REINFORCING STEEL- MISCELLANEOUS	LB	100.000
	0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	LF	25.000
	0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F (Colored Concrete)	LF	25.000
	0520- 1- 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	LF	25.000
	0520- 1- 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE (Colored Concrete)	LF	25.000
	0520- 3-	VALLEY GUTTER- CONCRETE	LF	50.000
	0520- 5- 42	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE	LF	20.000
	0520- 70-	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	SY	50.000
	0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	3,555.000
	0522- 1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (Colored Concrete)	SY	300.000
	0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	300.000
	0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (Colored Concrete)	SY	200.000
	0527- 2-	DETECTABLE WARNINGS	SF	150.000
	0635- 2- 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10.000
	0635- 2- 30	PULL & SPLICE BOX, INSTALL	EA	5.000
	E534- 72- 1	SOUND/NOISE BARRIER PANELS, F&I, REPLACE	SF	5.000
	E575- 1-	SODDING	SY	300.000

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

WORKFORCE AND EMPLOYMENT OPPORTUNITIES OFFICES

To obtain the addresses, phone numbers, fax numbers and e-mail addresses of your local workforce employment partner, please visit the following website:

www.floridajobs.org

BITUMINOUS MATERIAL GASOLINE AND DIESEL FUELS AND NATURAL GAS PRICE INDEX

To obtain information on Bituminous Material Gasoline and Diesel Fuels and Natural Gas Price Index, please visit the following website (click on More… under Most Requested and choose Asphalt Price Index):

www.dot.state.fl.us/cc-admin

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Florida Department of Transportation

web Trnsport

Fuel Allocation Report

9/18/2025 8:51:22 AM

Selected Proposals: E6Q08-R0

ESTIMATED FUEL ALLOCATION SUMMARY

Letting	Call Number	Proposal	Project Number	Fuel Allocation
06251120	006	E6Q08-R0	42823567201 *	Y

In preparing bids for this project, the Department of Transportation will make contract price adjustment for gasoline and diesel fuels in accordance with the provisions contained in this contract.

(*) Indicates lead project

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Bid Load Information

Letting:	06251120	Letting Date:	11/20/2025
Contract:	E6Q08-R0	Call Order:	006
Project:	42823567201,,,		
County:	MIAMI-DADE,,,		
Amendments:	0	Contract Days:	365 CD

Vendor ID: **F814212997 NATIONAL TRAFFIC SOLUTION, INC.**
Address: 20305 SW 198 AVE
MIAMI FL 33187
StateIncorp: Florida (FL)
Phone: 3053024602
Fax:
Email: ADMIN@TRAFFICSOLUTION.US
Bid Bond Method: **Electronic Bid Bond**
Bid Bond ID: **SFL1103458013**
Bond Percent: **5%**
Bond Verified: **Yes**
Verify Status: **1**
Surety Company: United Casualty and Surety Insurance Company
Registry Company: Surety2000
Execution Date: 11/03/2025 09:17:04 PM
Maximum Bond Amt:

Is File Attached? **NO** File Name:
File Location: ../x509BidDocuments/06251120/E6Q08-R0/Attachments.zip (Attachments_F814212997_06251120_E6Q08-R0.zip)
EOC Acknowledged? **Yes** Fuel Adjustment:

TOTAL BID AMOUNT: $ **296,110.01** Bid Errors: **No**

Misc Data - Bidding Acknowledgments

I accept terms as stated in the following BIDDING ACKNOWLEDGMENT sections:
YES I. ACKNOWLEDGMENT OF PROPOSAL
YES II.ACKNOWLEDGMENT OF AMENDMENTS, ADDENDA, AND PRE BID QUESTIONS AND ANSWERS FILES

Will there be trench excavation on the project in excess of five feet in depth? **NO**
Trench Safety (required if "YES")

DESCRIPTION	MEASURE	QUANTITY	UNIT COST	EXTENDED COST

TOTAL: $**0.00**

Will you be unable to declare or certify statements (1) through (11) of section I. ACKNOWLEDGMENT OF PROPOSAL ? **NO** Exceptions (required if "YES"):

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Contract Schedule of Items

Contract ID :	E6Q08-R0
Date of Letting :	November 20, 2025
Call Order :	006
District :	District 6
Counties :	MIAMI-DADE
Awarded Vendor :	F814212997
	NATIONAL TRAFFIC SOLUTION, INC
Awarded Amount :	$400,000.00

Project (s) :	**Fed Aid Num (s) :**
42823567201 (*)	

Contract Days :	365
Contract Execution Days :	10
Special Start Time :	N/A
Acquis./Flexible Start Time :	

Description :

CONCRETE INSTALLATION - ROUTINE MAINTENANCE

This contract consists of construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads in Miami-Dade County.

The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific needs. The Department does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The Department's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed. For this Contract in which specific sites are not identified at the time of the Letting, the Engineer will issue a Work Document. This Work Document will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work.

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Contract ID: E6Q08-R0

It is understood and agreed that the date on which calendar days will begin to be charged to the project shall be:
(a) either 1) (calendar days) from the date of issuance of Notice To Proceed (NTP)
or 2) the date on which the Contractor actually begins work which ever date is earlier, or
(b) Special Start Date as specified in the proposal description, or
(c) Anytime after the date specified in the proposal description

Time ID	Completion Date or Number of Units	Min/Max	Unit Type	Time Type	Liquidated Damages Rate	Contract Time Flag
00	365	/	Days	CD	1.00 Days	√

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Contract ID: E6Q08-R0 **Lead Project:** 42823567201 **Fed Aid Num:** N/A

Awarded Vendor: F814212997 NATIONAL TRAFFIC SOLUTION, INC

SECTION 0001 CONCRETE SIDEWALK REPAIR (SY) **$296,110.01**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0005	0102 14 TRAFFIC CONTROL OFFICER	250.000 HR	$350.00000	$87,500.00
0010	0110 2 2 SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	0.500 AC	$25.00000	$12.50
0015	0110 4 10 REMOVAL OF EXISTING CONCRETE	4,451.000 SY	$0.01000	$44.51
0020	0110 22 TREE ROOT AND BRANCH PRUNING	50.000 EA	$350.00000	$17,500.00
0025	0120 6 EMBANKMENT	50.000 CY	$5.00000	$250.00
0030	0339 1 MISCELLANEOUS ASPHALT PAVEMENT	5.000 TN	$175.00000	$875.00
0035	0401 70 4 RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	10.000 CF	$25.00000	$250.00
0040	0415 1 6 REINFORCING STEEL- MISCELLANEOUS	100.000 LB	$2.00000	$200.00
0045	0520 1 10 CONCRETE CURB & GUTTER, TYPE F	25.000 LF	$50.00000	$1,250.00
0050	0520 1 10 CONCRETE CURB & GUTTER, TYPE F Colored Concrete	25.000 LF	$65.00000	$1,625.00
0055	0520 1 12 CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	25.000 LF	$65.00000	$1,625.00
0060	0520 1 12 CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE Colored Concrete	25.000 LF	$75.00000	$1,875.00

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Contract ID: E6Q08-R0 **Lead Project:** 42823567201 **Fed Aid Num:** N/A

Awarded Vendor: F814212997 NATIONAL TRAFFIC SOLUTION, INC

SECTION 0001 CONCRETE SIDEWALK REPAIR (SY) **$296,110.01**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0065	0520 3 VALLEY GUTTER- CONCRETE	50.000 LF	$50.00000	$2,500.00
0070	0520 5 42 TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE	20.000 LF	$155.00000	$3,100.00
0075	0520 70 CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	50.000 SY	$40.00000	$2,000.00
0080	0522 1 CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	3,555.000 SY	$35.00000	$124,425.00
0085	0522 1 CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK Colored Concrete	300.000 SY	$37.50000	$11,250.00
0090	0522 2 CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	300.000 SY	$45.00000	$13,500.00
0095	0522 2 CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK Colored Concrete	200.000 SY	$48.50000	$9,700.00
0100	0527 2 DETECTABLE WARNINGS	150.000 SF	$20.00000	$3,000.00
0105	0635 2 11 PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	10.000 EA	$950.00000	$9,500.00
0110	0635 2 30 PULL & SPLICE BOX, INSTALL	5.000 EA	$750.00000	$3,750.00
0115	E534 72 1 SOUND/NOISE BARRIER PANELS, F&I, REPLACE	5.000 SF	$75.00000	$375.00
0120	E575 1 SODDING	300.000 SY	$0.01000	$3.00

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Total Bid:	**$296,110.01**

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Contract ID: E6Q08-R0

Item Number	Alternate	Item Description	Estimated Quantity	DBE Pct	Item Units	Unit Price	Item Cost

No DBE Interest Items

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Proposal ID: E6Q08-R0 **Call Order:** 006 **Letting:** 06251120 **Letting Date:** 11/20/2025

Section 0001 CONCRETE SIDEWALK REPAIR (SY)

Alt	Item ID	Item Description	Unit	Quantity
	0102 14	TRAFFIC CONTROL OFFICER	HR	250.000
	0110 2 2	SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	AC	0.500
	0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	4,451.000
	0110 22	TREE ROOT AND BRANCH PRUNING	EA	50.000
	0120 6	EMBANKMENT	CY	50.000
	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	5.000
	0401 70 4	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	10.000
	0415 1 6	REINFORCING STEEL- MISCELLANEOUS	LB	100.000
	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	25.000
	0520 1 10	CONCRETE CURB & GUTTER, TYPE F Colored Concrete	LF	25.000
	0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	LF	25.000
	0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE Colored Concrete	LF	25.000
	0520 3	VALLEY GUTTER- CONCRETE	LF	50.000
	0520 5 42	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6' WIDE	LF	20.000
	0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	SY	50.000
	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	3,555.000
	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK Colored Concrete	SY	300.000
	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	300.000
	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK Colored Concrete	SY	200.000
	0527 2	DETECTABLE WARNINGS	SF	150.000
	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10.000
	0635 2 30	PULL & SPLICE BOX, INSTALL	EA	5.000
	E534 72 1	SOUND/NOISE BARRIER PANELS, F&I, REPLACE	SF	5.000
	E575 1	SODDING	SY	300.000

UNIT () - Indicates bid as lump sum

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

Bid Questions and Answers Report

Date & Time: 12/04/2025 12:08:23 PM

Proposal: E6Q08-R0

District Office: District 6 Construction Office,
1000 NW 111 Ave,
Miami, FL 33172

District Phone: (305) 640-7448

Controlling Project: 42823567201

Letting Date: 11/20/2025

Letting Location: Florida Department of Transportation D6

Description: This contract consists of construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads in Miami-Dade County.

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Award will be made at the Department Advertised Estimate amount of $400,000.00

Total Questions: 1

Question ID: 51768 Published: 11/06/2025 04:28:20 PM

What was the last bid tabulstion for this project.

Answer Published: 11/12/2025 08:43:03 AM

E6Q08-R0 is replacing E6P63-R0 from November 21, 2024 letting. Please find previous bid tab at the link below:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/contracts/d6/bid-tabs/2024/nov21/e6p63-r0bidtabs.pdf?sfvrsn=a356f1e1_1

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

September 05, 2025
PREPARED BY: Leonard Salazar
Khaled Al-Said
Grace Rodriguez

SPECIFICATIONS PACKAGE
CONTRACT NUMBER: E6Q08
FINANCIAL PROJECT ID(S).: 428235-6-72-01

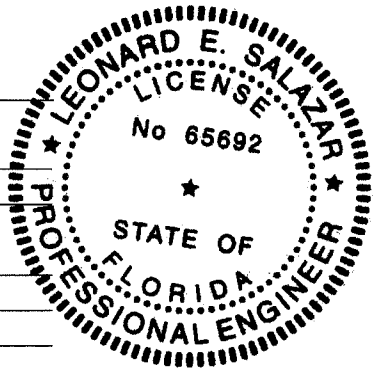
CONSTRUCTION OF CONCRETE SIDEWALKS, CURBS & GUTTERS

DISTRICT SIX
MIAMI-DADE COUNTY

The FY 2025-26 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature and Seal:



Prepared by: Leonard Salazar
Date: 9/5/25
State of Florida,
Professional Engineer, License No.: 65692
Firm/Agency Name: FDOT
Firm/Agency Address: 1000 NW 111 Avenue
City, State, Zip Code: Miami, Florida 33172
Page(s): 1-34

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

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SPECIAL PROVISIONS

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

DEFINITIONS AND TERMS.
(REV 3-9-18) (FY 2025-26)

ARTICLE 1-3. The definition of 'Contract Documents' is deleted and replaced by the following:

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, work documents, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

ARTICLE 1-3. The definition of 'Engineer' is deleted and replaced by the following:

Engineer.

The Director, Office of Maintenance, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

ARTICLE 1-3. The definition of "Plans" is deleted and replaced by the following:

Plans.

The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

In this contract, references to "the plans" mean the Department's Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents. When plans are included as part of this contract, references in this contract to "the

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

plans" mean such plans and the Department's Standard Plans, and revisions thereto current at the time of contract letting, unless otherwise directed in the Contract Documents.

ARTICLE 1-3 is expanded by the following:

Contract Term.
The period of time during which the Contract is in effect.

Contract Term Extension.
An extension of the Contract Term at the Department's sole discretion. An extension of the Contract Term does not extend Contract Time unless Contract Time is also extended in accordance with these Specifications.

Work Document.
Work Documents identify the location, description, amount of work to be accomplished, and time allotted to complete the work.

PROPOSAL REQUIREMENTS AND CONDITIONS – PREQUALIFICATION OF BIDDERS.
(REV 3-15-16) (FY 2025-26)

ARTICLE 2-1 is deleted and the following substituted:

2-1 Contractor Experience.
The Department does not require a Contractor to have a certificate of qualification if bidding Maintenance contracts. Maintenance contracts may require potential bidders to have and document certain experience in the type of work required for the contract. If this requirement is applicable to a contract, detailed experience requirements will be listed in the advertisement and a form will be included with the bid package to document such experience. The form must be fully and accurately completed by the potential bidder and received by the Department before or at the opening of the bids.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

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PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.
(REV 6-16-21) (FA 8-2-21) (FY 2025-26)

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department's website at the following URL address: https://bqa.fdot.gov/home
Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact the Procurement Office at (305) 470-5243.

Responses provided by the Department via the website during this period will be considered as being incorporated into this Special Provision. When, in the sole judgment of the Department, responses to questions require Plan revisions, Specification revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings and pavement cores, as shown in the Contract Documents, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring and pavement core data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – BUDGET ESTIMATE.
(REV 8-14-22) (FY 2025-26)

ARTICLE 3-1 is expanded by the following:

The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The Department does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The Department's estimated quantities are used to establish unit prices bids which will then be used to determine the low bidder and contract

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award. The actual reimbursement to the Contractor will be based on the unit price of the actual amount of work authorized, completed, and approved by the Engineer. The budget estimate amount for this contract is $400,000.00.

AWARD AND EXECUTION OF CONTRACT – AWARD OF CONTRACT.
(REV 4-27-16) (FY 2025-26)

SUBARTICLE 3-2.2 is deleted.

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 11-8-24) (FA 10-24-16) (FY 2025-26)

ARTICLE 3-9 is expanded by the following:

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 LIAISON TO THE CUSTODIAN OF PUBLIC RECORDS AT:

District 6
305-640-7554
D6prcustodian@dot.state.fl.us
Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

SCOPE OF WORK – INTENT OF CONTRACT.
(REV 2-15-17) (FY 2025-26)

ARTICLE 4-1 is deleted and the following substituted:

4-1 Intent and Scope.

The work under this Contract consists of providing labor, equipment and materials for the construction, reconstruction and removal of concrete sidewalk, driveways, curb cut ramps, curb & gutter, and special curb & gutter on various arterial state roads in Miami-Dade County. This is a Work Order driven contract. The work will be assigned by the District Maintenance Engineer or representative by issuance of Contract Work Documents.

The summary of pay items for this project is listed in the Bid Price Proposal.

Pay item quantities shall replace “plan quantities” in all instances in the Contract Documents and will be determined by calculation in accordance with 9-1.3.1 regardless of designation elsewhere.

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CONTROL OF THE WORK – WORK DOCUMENTS.
(REV 3-30-21) (FY 2025-26)

ARTICLE 5-1 is expanded by the following new Subarticle:

5-1.9 Work Documents: The Engineer will issue a Work Document to identify the location, description and amount of work to be accomplished. Respond and begin work within fourteen calendar days from receipt of the initial Work Document. The 14 calendar days begin on the date the Work Document is received in person, by email or fax. The initial Work Document may be issued with the Notice to Proceed. Notify the Engineer prior to beginning work on the project.

Respond and begin work within five working days of receipt of any subsequent Work Document, or on the date specified in the Work Document. For renewed contracts, respond to and begin work within five working days of receipt of all Work Documents or on the date specified in the Work Document.

Charging of Work Document time will begin on the actual day that work begins at the site, but no later than:

1. the 14th calendar day from receipt of the initial Work Document; or
2. the 5th working day from receipt of any subsequent Work Document; or
3. the "start date "identified in a Work Document (as described above) that is applicable to the specific Work Document issued.

If the Contractor does not complete the work within the number of days stipulated in the Work Document, then the Contractor and the Department agree that the Department will assess the Contractor, per day, not as a penalty but as liquidated damages, 1% of the total Work Document amount or the amount shown in Subarticle 8-10.2 (Amount of Liquidated Damages), whichever is less.

The Engineer will issue Work Documents for locations that represent a minimum of one day's work; however, priority Work Documents may not necessarily represent one day's work. All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions to minimize the Contractor's travel requirements.

Upon completion of the assigned work, notify the Engineer and certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be inspected by the Engineer to verify quantity and quality for final acceptance of the Work Document.

Immediately notify the Engineer when work is delayed by any factor eligible for a time extension in accordance with 8-7.3.2.

Should inclement weather limit or stop the work, immediately notify the Engineer of work stoppage. The end date of a Work Document may be extended by the Engineer for reason of inclement weather or other unforeseen circumstances, when timely notice is provided by the Contractor. Additional days granted on a Work Document does not extend the Contract Time.

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Schedule work in a manner that prevents delays, stoppages and rework.

ARTICLE 5-8 is deleted and the following substituted:

5-8 Contractor's Supervision.

5-8.1 Prosecution of Work: Give the work the constant attention necessary to ensure the scheduled progress and cooperate fully with the Engineer and with other contractors at work in the vicinity.

Provide notification of work progress at daily or weekly intervals as directed by the Engineer.

5-8.2 Contractor's Superintendent: Maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet.

Provide a superintendent who speaks and understands English and maintain at least one other responsible person who speaks and understands English, on the project during all working hours.

5-8.3 Supervision for Emergencies: Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. At the pre-work conference, provide the phone numbers and names of personnel designated to be contacted in cases of emergencies.

SUBARTICLE 5-10.2 is expanded by the following:

Upon completion of the work and before final payment is made, remove from the job site any surplus materials or waste, and restore the job site area to conditions acceptable to the Engineer.

ARTICLE 5-11 is deleted and the following substituted:

5-11 Final Acceptance.

When, upon completion and acceptance of all Work Documents for the entire contract, the Engineer determines that the Contractor has satisfactorily completed all the work, the Engineer will submit written notice of completion to the Contractor.

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CONTROL OF MATERIALS - SOURCE OF SUPPLY - DEPARTMENT'S APPROVED PRODUCT LIST (APL).
(REV 10-10-23) (FA 10-18-23) (FY 2025-26)

SUBARTICLE 6-5.2 is deleted and the following substituted:

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

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LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - INSURANCE.
(REV 5-27-15) (FY 2025-26)

SUBARTICLE 7-13.2 is deleted and the following substituted:

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance will be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage must be on an "occurrence" basis and include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured must be primary as to any other available insurance and not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage must not be less than $250,000 for each occurrence and not less than a $500,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein must apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. Pay all deductibles as required. No policy/ies or coverage described herein can contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department must be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates will not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CONTRACTOR'S RESPONSIBILITY FOR WORK.
(REV 5-27-15) (FY 2025-26)

ARTICLE 7-14 is deleted and the following substituted:

7-14 Contractor's Responsibility for Work.

Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of

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the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.
(REV 4-25-02) (FA 7-17-02) (FY 2025-26)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

7-27.1 Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

7-27.2 Equal Employment Opportunity Officer: Designate and make known to the Department's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-27.3 Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

7-27.4 Recruitment: When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

7-27.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective

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action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-27.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-27.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and nonminority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. (REV 6-13-11) (FA 6-16-11) (FY 2025-26)

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – SCRUTINIZED COMPANIES.
(REV 3-22-18) (FY 2025-26)

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

For Contracts of any amount, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts $1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

PROSECUTION AND PROGRESS – SUBLETTING OR ASSIGNING OF CONTRACTS.
(REV 10-8-15) (FY 2025-26)

ARTICLE 8-1 is deleted and the following substituted:

8-1 Subletting or Assigning of Contracts.

Do not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of any right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable to the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the request.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement, the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

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Execute all agreements to sublet work in writing and include all pertinent provisions, specifications and requirements of the Contract. Upon request, furnish the Department with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective responsibilities and liabilities under the Contract and Contract Bond.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

PROSECUTION AND PROGRESS.
(REV 8-14-22) (FY 2025-26)

ARTICLE 8-2 is deleted and replaced by the following:

8-2 Work Performed by Equipment Rental Agreement.

Rental agreements will not be considered subcontracts.

SUBARTICLE 8-3.2 is deleted and the following substituted:

8-3.2 Allowable Workdays and Hours of Operations: Perform all work on allowable workdays between the hours of 9:00 a.m. and 3:30 p.m.; allowable workdays are Monday through Friday. Unless otherwise authorized or required by the Engineer, perform no work on Saturday through Sunday.

Contract Time will be charged on non-allowable days. Any Contract Time adjustments made in accordance with 8-7.3.2 will account for the number of days needed to replace impacted allowable workdays with additional allowable workdays. The Contractor is not entitled to any additional compensation for Contract time adjustments for allowable workdays and non-allowable workdays.

On non-allowable workdays, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public.

SUBARTICLE 8-3.3, the last sentence has been deleted and the following substituted:

The Department will issue the Notice to Proceed within 45 days, excluding Saturdays, Sundays and Holidays, after the Department’s execution of the Contract.

SUBARTICLE 8-3.5 is deleted and the following substituted:

8-3.5 Preconstruction Conference: Immediately after executing the Contract but before the Contractor begins work, the Engineer will call a pre-work conference at a location the Engineer designates to go over the work required by the Contract. Attend this meeting, along with the Department and any utility companies that will be involved with the work.

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PROSECUTION AND PROGRESS - EQUIPMENT.
(REV 8-2-19) (FY 2025-26)

ARTICLE 8-4 is expanded by the addition of the following new Subarticle:

8-4.10 Equipment: Equip vehicles and mobile equipment used on the project with a minimum of one class 2 amber or white flashing light that meets the Society of Automotive Engineers recommended practice SAE J845 and SAE J1318. The Engineer may require a white flashing light meeting the above requirements when conditions reduce the effectiveness of amber light (i.e., at night under high intensity discharge lights such as sodium vapor).

Ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.

Park vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the Engineer to be prohibitive.

ARTICLE 8-5 is expanded by the following:

All persons employed by the Contractor or Subcontractors working within the Department's right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: https://www.fdot.gov/maintenance/npdes-stormwater.shtm.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

PROSECUTION AND PROGRESS – CONTRACT TIME AND TERM EXTENSIONS.
(REV 12-17-24) (FY 2025-26)

SUBARTICLE 8-7.3.2 is deleted and the following substituted:

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

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The Contractor must continually monitor the effects of weather. When a controlling item of work is delayed by the effects of rains or other inclement weather, the Contractor may submit a request for an extension of contract time to the Engineer due to the weather related delay. Requests must be submitted no later than 10 calendar days after the work was originally scheduled to be completed. Upon timely receipt of the request of Contract Time extension from the Contractor for weather related delays, the Engineer will investigate the conditions, and if found justifiable, the Engineer will grant the time extension within five calendar days of receipt of the request.

The Department will grant time extensions, on an allowable workday for allowable workday basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

Time adjustments for impacts to allowable workdays may include non-workdays if needed to grant allowable workdays equivalent to the impacted allowable workdays.
No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that they placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

(2) Utility work actually affected progress toward completion of controlling work items.

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(3) The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

ARTICLE 8-7 is expanded by the following:

8-7.3.3 Contract Term Extension: The Department will monitor the Contractor's performance of the work. If the percentage of work progress indicates that the Contractor will not complete the work as contemplated by the original Contract and any Supplemental Agreements prior to the expiration of the Contract Term, the Department may extend the Contract Term. A Contract Term Extension is subject to the same terms and

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conditions set forth in the original Contract and any Supplemental Agreements. The cumulative period of all Contract Term Extensions shall not exceed 180 calendar days unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor. The Contractor will receive written notification of the Contract Term Extension.

ARTICLE 8-8 is deleted and the following substituted:

8-8 Contractor Non-Responsibility.

Section 337.16(2) of the Florida Statutes and Rule 14-22, Florida Administrative Code (FAC), establish certain requirements for Contractors bidding on or any Maintenance Contracts, and authorize ineligibility to bid due to Contractor non-responsibility.

The Department will review and rate the performance of each Contractor using the Contractor Field Performance Report. The Contractor will receive written notification of the Field Performance Report and will be given an opportunity to resolve disputes concerning the rating.

SUBARTICLE 8-9.1 is deleted and the following substituted:

8-9.1 Determination of Default: The following acts or omissions constitute acts of default and, except as to subparagraphs (i and k), the Department will give notice, in writing, to the Contractor and their surety for any delay, neglect or default, if the Contractor:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the Engineer rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the Engineer notifies the Contractor to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against them unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the Engineer’s written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.

(k) fails to comply with 3-9.

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(l) fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the Contractor, within a period of time specified by the Department after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

If the Contractor, after having received a prior notice described above for any reason stated in subparagraph (b), (c), (d), (e), (f) or (h), commits a second or subsequent act of default for any reason covered by the same subparagraph (b), (c), (d), (e), (f) or (h) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from the Engineer of the fact of such delay, neglect or default and the Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to the Contractor and without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (i), if the Contractor fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

Regarding subparagraph (k), if the Contractor fails to comply with 3-9, the Department will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

Notwithstanding the above, the Department shall have the right to declare the Contractor (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The Department's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all Department Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Department terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed work up to the date of termination. Further, the Contractor shall be liable for any and all additional costs and expenses the Department incurs in completing the Contract work after such termination.

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SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full authority to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.

If, after the period of time specified by the Department and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes their intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

PROSECUTION AND PROGRESS – RENEWAL OPTION.
(REV 3-10-14) (FY 2025-26)

SECTION 8 is expanded by the addition of the following new Article:

8-13 Renewal Option.

This contract has a renewal option. Contracts may be renewed for a period(s) that may not exceed three years or the term of the original contract, whichever period is longer. This Contract will have 2 renewal periods of 12 months each. The renewal will be subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original contract and the supplemental agreement(s) determined by the Engineer to continue into the renewal period. Renewals will be made at the sole discretion and option of the Department and must be agreed to in writing by both parties.

If the Department elects to renew this Contract, renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor as determined by the Department.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.
(REV 8-12-16) (FY 2025-26)

SUBARTICLE 9-2.1 is expanded as follows:

Request payment for work completed and accepted by the Department by submitting an invoice using the pay items and unit prices contained in the Contract. Include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. If required by the Engineer, furnish photos of the completed

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work at each location with the invoice. Submit the invoice no more often than once every 28 days to the Engineer in charge of the project. Upon receipt and approval, payment will be made less an amount retained or withheld in the Contract.

For Lump Sum contracts, within 21 calendar days after contract award or at the pre-work meeting, whichever is earlier, prepare and submit to the Engineer a schedule of values. With the Engineer's approval, the schedule of values will be the basis for determining monthly payments.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3.1 is deleted and the following substituted:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error. The term "substantial error" is defined as the smaller of (a) or (b) below:

(a) a difference between the original plan quantity and final quantity of more than 5%,

(b) a change in quantity which causes a change in the amount payable of more than $5,000.

SUBARTICLE 9-5.1 is deleted and the following substituted:

9-5.1 General: If the Contract Time extends over a period in excess of 45 calendar days, the Contractor may claim partial payment for work completed and accepted by the Department by submitting an invoice. The actual reimbursement to the contractor will be based on:

1. the items shown in the schedule of values completed for the Lump Sum contract, or

2. the pay items and the unit prices contained in the Contract Document completed, and accepted by the Engineer in charge.

Contract amount is defined as the original contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each project on multiple project Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

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An amount may be retained from a Contractor's payment until final acceptance of materials or work at the end of a burn-in or establishment period. The amount retained will be determined in accordance with the following schedule:

Percentage Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10 % of value of work completed exceeding 75% of Contract Amount.

The Engineer will make payments based upon invoices submitted by the Contractor in accordance with 9-2.1.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-8 is deleted and the following substituted:

9-8 Acceptance and Final Payment.

Submit a completed Contractor's Affidavit and Surety Consent (Form 21-A) (Department Form Number 700-050-21) to the Department within 90 days of submittal of the final invoice. Failure to submit this form may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, F.A.C., and the Contractor will be prohibited from bidding, subcontracting, or acting as a material supplier on any Department contracts.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be

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experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.

CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS.
(REV 1-28-15) (FY 2025-26)

SUBARTICLE 100-1 is expanded by the following:

Clearly and legibly identify the owner of all equipment on the Department's right-of-way.

MOBILIZATION.
(REV 7-29-13) (FY 2025-26)

SUBARTICLE 101-2.1 is deleted and the following substituted:

101-2.1 When a Separate Item is Included in the Proposal: When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.

Payment will be made under the items specified in the Bid Price Proposal.

SUBARTICLE 101-2.2 is deleted and the following is substituted:

101-2.2 Partial Payments: When the proposal includes a separate pay item for Mobilization - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.
(REV 1-20-25) (FY 2025-26)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

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SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

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SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

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SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.29 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.30 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.27 is deleted and the following substituted:

102-13.27 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

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ARTICLE 102-13 is expanded by the following new Subarticles:

102-13.28 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.29 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR. (REV 3-9-18) (FY 2025-26)

ARTICLE 520-1 is deleted and the following substituted:

520-1 Description.

Construct or reconstruct portland cement concrete curb and gutter, concrete traffic separator, valley gutter, special concrete gutter, curb for sidewalk curb ramps and driveways, and any other types of concrete curb not specified in other Sections, and as shown in the current edition of the Standard Plans, or as directed by the Engineer.

ARTICLE 520-7 is expanded by the following new Subarticle:

520-7.4 Clean-up: Remove from the job site any surplus or discarded materials or rubbish and restore the job site area to a condition acceptable to the Engineer, upon completion of work, and before final payment is made. Disposal of concrete rubble, unless otherwise specified in writing by the Engineer, will be included in the contract unit price.

ARTICLE 520-12.3 is deleted and the following substituted

520-12.3 Payment Items: Payment will be made under the items specified in the Bid Price Proposal.

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CONCRETE SIDEWALK AND DRIVEWAYS.
(REV 2-15-24) (FY 2025-26)

Section 522 is deleted and the following substituted:

SECTION 522
CONCRETE SIDEWALK AND DRIVEWAYS

522-1 Description.

Construct, reconstruct or remove concrete sidewalks, driveways including curb ramps, in accordance with these specifications, and in conformity with the lines, grades, dimensions and notes shown in the plans and the Standard Plans.

522-2 Materials.

Meet the requirements specified in 520-2. Assume all risk when placing concrete under adverse weather conditions. Permission from the Engineer to place concrete under such conditions will in no way relieve the contractor of the responsibility of satisfactory results.

522-3 Removal or Replacement.

When replacing existing concrete, remove and replace the concrete to the nearest joint, unless otherwise directed by the Engineer.

Remove from the job site any surplus or discarded materials or rubbish and restore the job site area to a condition acceptable to the Department, upon completion of work, and before final payment is made.

522-4 Forms.

Provide forms as specified in 520-3.

522-5 Foundation.

Excavate or fill to the required grade or to match existing conditions. Shape and compact fill areas, including cut areas under the sidewalks that have been excavated more than 6 inches below the bottom of sidewalk, to a minimum of 95% of the maximum density as determined by FM 1-T099. Compact the foundation material upon which the sidewalk is set to a firm, uniform, smooth, even surface, true to grade and cross slope that is free of debris and irregularities. The area to be compacted is defined as that area directly under the sidewalk and 1 foot beyond each side of the sidewalk when right-of-way allows.

Place the concrete on moist foundation material.

522-6 Joints.

Install expansion and contraction joints in accordance with the Standard Plans.

522-7 Placing Concrete.

Place the concrete as specified in 520-5.

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522-8 Finishing.

522-8.1 Screeding: Strike-off the concrete by means of a wood or metal screed, used perpendicular to the forms, to obtain the required grade and remove surplus water and laitance.

522-8.2 Surface Requirements: Provide the concrete with a broom finish. Ensure that the surface variations are not more than 1/4 inch under a 10 foot straightedge, or more than 1/8 inch on a 5 foot transverse section. Finish the edge of the sidewalk with an edging tool having a radius of 1/2 inch.

522-8.3 Repair of Minor Defects: Remove forms within 24 hours after the concrete has been placed, and fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. Plastering will not be permitted on the surface of the sidewalk. Remove and replace any rejected sidewalk without additional compensation.

522-9 Curing.

Cure the concrete as specified in 520-8. After the concrete has set sufficiently, but no later than 72 hours after placing, refill the spaces in back and in front of the sidewalk to the required elevation with suitable material, compacting in layers not thicker than six inches.

522-10 Method of Measurement.

The quantity to be paid will be quantity, in square yards, completed and accepted. Ramps, reconstructed sidewalks, walk around sidewalks, sidewalk landings, sidewalk curb, and driveways will be included in the area to be paid.

522-11 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Excavation for new installations will be paid for under the items for the grading work on the project.

Payment will be made in accordance with the pay items listed in the Bid Price Proposal.

SODDING.

(REV 12-16-24) (FY 2025-26)

SECTION 570 is deleted and the following substituted:

SECTION 575
SODDING

575-1 Description.

Furnish and install sod to provide a continuous cover of grass within the areas specified in the Contract Documents. Maintain and protect sodded areas by watering and resecuring sod strips if necessary until the work has been accepted by the Engineer.

575-2 Materials.

Meet the following requirements:

Sod ..... Section 981-3
Water.....Section 983
Soil Layer Materials.....Section 987

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575-3 Construction Methods.

575-3.1 Preparation of Ground: Promptly prior to placement of sod, clear all debris and harrow or disc the area to loosen the existing earth in areas as needed. Prepare a 6-inch thick finish soil layer with existing soil mixed with imported soil material as directed by the Engineer. On areas where the existing soil is adequate and sufficiently loose, the Engineer may authorize the placement of sod without prior ground preparation. Water the area prior to placing sod so the soil is properly moisturized.

575-3.2 Placing Sod:. Do not use sod which has been cut for more than 48 hours. Protect and keep sod moist from the time it is cut until the time it is placed.

Place sod on the prepared surface, with edges in close contact, and embed it firmly and smoothly by light tamping with appropriate tools.

Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation.

For sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect.

Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the Engineer.

Remove and replace any sod as directed by the Engineer.

575-3.3 Watering: Water the sod immediately after placing and as often as necessary for the sod to root.

575-3.4 Invasive Species Rework: If exotic pest plants and/or noxious weeds manifest themselves in the sodded areas within 30 days of placement of the sod, the Contractor will be responsible for treating the affected areas by means acceptable to the Department at no expense to the Department.

575-4 Method of Measurement.

The quantities to be paid will be the work directed quantities issued by the Department, for work, completed and accepted:

1. The area, in square yards, of sodding.
2. The area, in square yards of pegged or lapped sodding.
3. The volume, in thousand gallons of water.
4. The number of cubic yards of soil layer material placed.

575-5 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section, and the satisfactory disposal of excavated material, except the furnishing of the fertilizer, and the furnishing and application of the water.

Payment will be made under the items specified in the Bid Price Proposal.

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APPENDICES

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APPENDIX 1

MODIFIED SPECIAL PROVISION FOR
CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR.

SPECIAL CURB AND GUTTER DETAIL

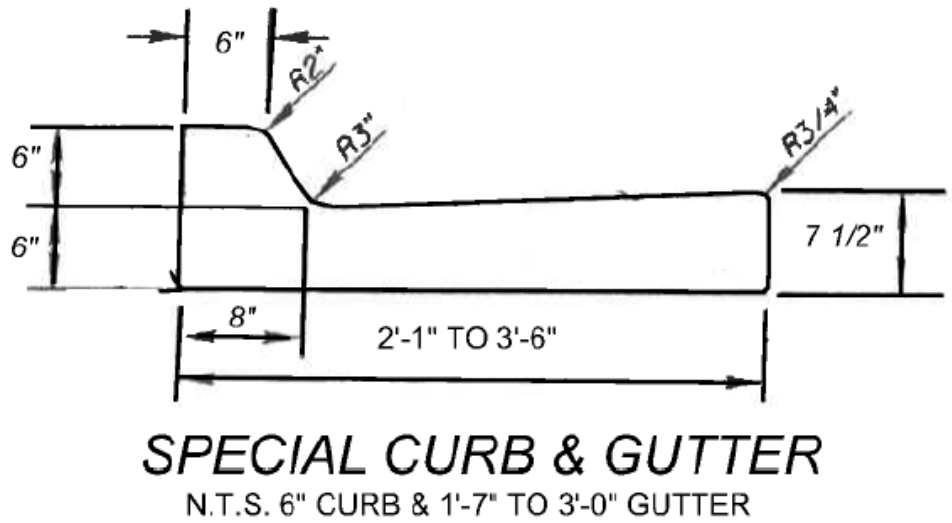


Figure 1. Curb & Gutter detail for Pay Item 0520-1-12

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THIS COMPLETES THIS SPECIFICATIONS PACKAGE

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To: Grace.Rodriguez@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

E6Q08

12/4/2025

CONTRACT INFORMATION

Contract:	E6Q08
Contract Type:	EM - DISTRICT MAINTENANCE CONTRACTS (DIS/MAINTE)
Method of Procurement:	X - COMPETITIVE BID (337.11, F.S.; 334.30, F.S.)
Vendor Name:	NATIONAL TRAFFIC SOLUTION, INC
Vendor ID:	F814212997002
Beginning Date of This Agreement:	01/20/2026
Ending Date of This Agreement:	01/19/2027
Contract Total/Budgetary Ceiling:	ct = $400,000.00
Description:	CONSTRUCTION OF CONCRETE SIDEWALKS, CURBS & GUTTERS

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 12/4/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55064020610
Expansion Option:	A1
Object Code:	242059
Amount:	$400,000.00
Financial Project:	42823567201
Work Activity (FCT):	459
CFDA:	
Fiscal Year:	2026
Budget Entity:	55150200
Category/Category Year:	088712/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	ME6Q08
Enc Line (6s)/Status:	0001/04

Total Amount: $400,000.00

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CONSTRUCTION CONTRACT FOR
(Annual Contract for Paving, Concrete, Striping and Associated Restoration Work)
IFB #24-101

THIS CONSTRUCTION CONTRACT for Annual Contract for Paving, Concrete, Striping and Associated Restoration Work ("Contract") is entered on 5/15/2024, by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Janice M. Riley, Inc. dba The Paving Lady**, a Corporation authorized to do business in the State of Florida with its principal office located at1000 W Industrial Ave, Boynton Beach, FL 33426 . ("Contractor")

WHEREAS, the City is a Municipal organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the City issued Invitation for Bids # 24-101 (including but not limited to the addendum, Plans & Drawings, Special Terms and General Conditions and Terms issued therewith) ("IFB") for the construction and maintenance services for Roadway pothole repair, Full depth pavement repair, patching and reconstruction, Mill and Overlay, Thermoplastic striping/Signage, Concrete sidewalk and driveway removal and installation, ADA concrete ramps, Concrete curbing removal and replacement, Green area grading and sodding, Associated Misc. Restoration Work; and

WHEREAS, the Contractor submitted a unit price bid to perform the work generally described and set out in response to the IFB; and

WHEREAS, the City desires to accept Contractor's bid in order for Contractor to render the services to the City as provided herein; and

WHEREAS, the Contractor further warrants that it is experienced and capable of performing the Task hereunder in a professional and competent manner; and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 The foregoing recitals are incorporated into this Contract as true and correct statements.

1.2 **Scope of Services/Work**. The Contractor shall provide the services and work requested by the City and required under a City approved work order as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are the construction and maintenance services for the City's Public Works Departments for the Annual Contract for Paving, Concrete, Striping and Associated Restoration Work.

1.3 **Contract Documents**. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the documents issued with the IFB as the scope and specifications, the drawings, addenda, attachments and exhibits); and, any duly executed and issued work

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orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	Work Order (for each project) (sample attached as Exhibit A)
Third Priority:	Drawings/Specifications
Fourth Priority:	This Contract
Fifth Priority:	Special Terms (in the IFB)
Sixth Priority:	General Conditions and Terms (in the IFB)
Seventh Priority	Remainder of the IFB
Eighth Priority:	Contractor's Bid (Schedule of Unit Prices attached as Exhibit B)

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.4 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.5 **Work Orders**. This Contract does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the Unit Prices attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager (if within City Manager's purchasing authority (currently not to exceed $50,000)) or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the Contractor.

1.6 **Term**. The term of this Agreement shall be for an initial term commencing upon the expiration of the prior contract, May 6, 2024, and ending three (3) years therefrom, with two (2) additional single year renewal options. The option(s) to renew may be exercised by the City Manager. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

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1.7 **Unit Prices**. The Unit Prices set forth as **Exhibit "B"** shall remain fixed for the first three (3) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Unit Prices, the City and Contractor may execute a written amendment to this Contract to establish new Unit Prices for the renewal term(s). The City Manager may approve changes in the Unit Prices based on the recommendation of the City's Public Works Director or designee.

Article 2. CONTRACT TIME.

2.1 Contract Time. Final completion of the work and all punch-list items (if any) shall be within the time frame as set forth in each Work Order for each project.

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may reasonably decide. The Contractor must provide the City with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work pursuant to City approved work order. Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Finance Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

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The City's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant Florida's Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold five percent (5%) of each payment from a work order to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes and as set forth in this Contract

3.3 Upon substantial completion, the Contractor shall notify the City's Contract Administrator that the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and City's Contract Administrator or designee shall make an inspection of the work and begin the development of a draft punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request (Punch List Walkthrough). The City shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the City's Contract Administrator no later than twenty-five (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the City and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the City), the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the work order price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

3.6 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Work.

3.7 **Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

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Article 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the City without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY AND INSURANCE.

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the IFB. All such insurance policies may not be modified or terminated without the express written authorization of the City. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the Contract Documents and/or performance of the work. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for in an applicable Work Order.

Article 7. PUBLIC CONSTRUCTION BOND.

If the City approves a work order which exceeds $200,000 in total construction cost, the Contractor must provide the City with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the City prior to the Contractor providing any services under the work order. The City reserves the right to request a bond for any work order which is less than $200,000. The cost of the bond shall be a direct pass through cost to the City without any mark-up by the Contractor.

The public construction bond shall be on forms attached hereto as **Exhibit "C"** or substantially similar as approved by the City. The bond shall be in an amount not less than the total Work Order price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the City, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

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(c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for City approval.

(d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. **Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.**

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

Article 8. TERMINATION.

8.1 **TERMINATION BY CITY:** The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

(a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
(b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
(c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
(d) takes action, short of declaring bankruptcy, evidencing insolvency;
(e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
(f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
(g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), written notice and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

(a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
(b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

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When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 **TERMINATION BY THE CITY FOR CONVENIENCE**

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

(a) cease operations as directed by the City in the notice;
(b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
(c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 9. TAXES AND DIRECT PURCHASES.

9.1 TAXES: The City is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the City's Tax Exemption Number unless approved in writing.

9.2 DIRECT PURCHASES: For certain projects, the City may seek to make direct purchases of equipment or materials to be used by the Contractor. Pursuant to Section 212.08(6), Florida Statutes, and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding the City's direct-purchase from vendors of certain equipment and materials to be used in specific projects:

9.2.1 The City reserves the right, at the City's option, to direct purchase equipment and materials involved in a specific project, including subcontracts, if any so as to save the sales tax which would otherwise have been due with regard to the same. The Contractor and its subcontractors shall comply with the City's direct purchase procedures, including but not limited to those listed below.

9.2.2 As specifically set forth in a City issued work order, within 30 days (or other time as specified in the work order), the Contractor will present a list of direct purchase equipment and materials for the City's consideration which will include the recommended vendors' name; the price quotes from all vendors provided to the Contractor; and, any terms and conditions the Contractor has negotiated with the recommended vendors. The City will then inform the Contractor as to which equipment and materials it will direct purchase. In the event the City fails to exercise its option to direct purchase equipment and materials and identify which equipment and materials are to be purchased by the City within thirty (30) calendar days of receipt of the list from the Contractor, the City shall waive its right to direct purchase any and all equipment and materials to be used in completion of the work under the applicable work order.

9.2.3 The Contractor is responsible for selecting each direct purchase vendor, subject to City approval. The Contractor is responsible for specifications, equipment and materials receipt,

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inspecting shipments, and assuring that the equipment and materials are in accordance with the work order and the Contractor's specifications. The Contractor is also responsible for providing the City with enough advance notice of when the direct purchase equipment and materials will need to be ordered and delivered. In absence of the Contractor's receipt of a written notice of City's disapproval of a vendor within thirty (30) calendar days of City's receipt of the equipment/material list referenced in 9.2.2, the City shall be deemed to have waived any and all objections thereto.

9.2.4 The Contractor shall retain all responsibility for installing all equipment and materials relating to the work and for maintaining the construction schedule so long as the City timely orders and pays for the correct direct purchase equipment and materials. The City's direct purchase mechanism to effectuate tax savings in no way effects the obligation of the Contractor to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. The Contractor shall be responsible for insuring all equipment once the equipment is in its care, custody and control, regardless of whether directly purchased by City.

9.2.5 The City will issue a direct purchase order to the vendor of the direct purchase equipment and materials at the price proposed in the Contractor's or its subcontractor's bid, less sales tax. The City will promptly send a copy of the issued purchase order to the Contractor.

9.2.6 It will be the Contractor's primary responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the equipment and materials as ordered and at the time and place needed by the Contractor to complete the work in accordance with the work order and construction schedule. To the extent required by the Contractor, the City shall cooperate with all requests of the Contractor related to the expedition of and follow up on direct purchase orders.

9.2.7 The Contractor shall take delivery, unload, and install the equipment and materials purchased on the direct purchase order in accordance with the work order and the Contract Documents with the vendor to repair, replace, and make good any defect without cost to the City, until such time as the work has been completed and accepted by City in accordance with the Contract Documents. The City, with assistance from the Contractor, will be responsible for undertaking and completing any returns of direct purchase equipment and materials as requested by the Contractor and working with the vendor to effectuate any credits or warranties for the returned equipment and materials (if applicable). Any returns not replaced shall be credited to City and acknowledged by a supplement to the direct purchase order and, if applicable, amendment to the Contract Sum. The Contractor shall not be responsible for warranting the direct purchase equipment and materials to the City; however, the Contractor shall be responsible for facilitating the vendor's warranty of the direct purchase equipment and materials and the Contractor shall be responsible for warranting the work to install and/or incorporate the equipment and materials. The Contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting until all direct purchase items that are received and accepted for inclusion in the specific project.

9.2.8 When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor will timely submit to City the documentation supporting the equipment and materials received. Invoices for direct purchase orders will be sent by the direct purchase vendor directly to City's Finance Department, with all such invoices addressed to and in the name of the City. The City's Finance Department will forward invoices to the City's Contract Administrator. The City's Contract Administrator will forward the invoices to the Contractor to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. The City will make timely payment to all vendors in compliance with each vendor's payment procedures. The City will take title to all equipment ordered through direct purchase upon or at the time of purchase. The Contractor will assist City in assuring prompt payment by supplying the vendor's FEI numbers,

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addresses, phone numbers, etc. All payments will be made in accordance with the Local Government Prompt Payment Act.

Article 10. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS.

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

10.1 Contractor has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work under an applicable Work Order. All work shall be performed consistent with all applicable laws and regulations.

10.2 Contractor agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

10.3 Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

10.4 The Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the City upon request.

Article 11. INFRINGEMENT INDEMNITY.

11.1 The Contractor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the Contractor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The Contractor will indemnify and hold harmless the City against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Contractor is promptly notified in writing of such claim or suit, (ii) the Contractor will have the sole control of the defense and settlement thereof, and (iii) City furnishes the Contractor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of the Contractor.

a. In the event of a claim of infringement, the Contractor shall, at its option:

1. procure for City the right to continue using the deliverables provided under the Contract Documents; or

2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.

3. If neither of the above actions is reasonably feasible, the Contractor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables.

b. The Contractor will have no obligation under this section for infringement if and to the extent

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that such claim arises from:

1. modification of the deliverables other than by the Contractor or by its recommendation; or

2. combination of the deliverables with products other than those supplied by the Contractor; and,

3. the alleged infringement or misappropriation relates to such modification or combination.

c. The Contractor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

d. The Contractor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

Article 12. MISCELLANEOUS.

12.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

12.2 Additional work and/or changes to a work order's price and/or time, is subject to the City's prior written approval. Only the City Manager and City Commission (based on the procurement code) have the authority to approve such additional work and changes.

12.3 The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof.

12.4 This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

12.5 This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

12.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12.7 This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the

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Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

12.8 This Contract shall create no rights or claims whatsoever in any third party.

12.9 If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12.10 The effective date of this Contract is the date the Contract is approved by the City Commission.

12.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.

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

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 OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR

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CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

12.12 This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

12.13 In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

12.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

12.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

12.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Work. The City grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

12.17 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

12.18 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

City of Lake Worth Beach
Attn: City Manager/Finance Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

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and to the Contractor as follows:

Janice M. Riley, Inc. dba The Paving Lady
Attn: Mauro Comuzzi, President
1000 W Industrial Ave.
Boynton Beach, Fl 33426

Either party may amend this provision by written notice to the other party.

12.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

12.20 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

12.21 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

12.22 PUBLIC ENTITY CRIMES. The Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will promptly advise the City if it becomes aware of any violation of this statute.

12.23 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

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12.24 The Contract shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the City's negligence.

12.25 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Contract and the Contract Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the City. This Contract is not intended, and shall not be construed to create, between the City and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City.

Article 13. SCRUTINIZED COMPANIES

13.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

13.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of 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, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

13.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

13.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

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13.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

13.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Article 14. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

14.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

14.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

14.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

14.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

14.5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

14.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

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Signature page follows

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IN WITNESS WHEREOF, the City and Contractor have caused this Construction for Annual Contract for paving, Concrete Striping and Associated Restoration Work to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: Melissa Ann Coyne, MMC
Melissa Ann Coyne, MMC, City Clerk

By: Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Elizabeth Lenihan
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **JANICE M. RILEY dba THE PAVING LADY**

By: Mauro Comuzzi

Print Name: MAURO COMUZZI

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or • online notarization on this 27 day of March 2024, by Mauro Comuzzi, as the President [title] of **Janice M. Riley dba The Paving Lady,** a Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Jane C. Allen
Notary Public Signature

Notary Seal:

JANE C. ALLEN NOTARY PUBLIC MY COMMISSION EXPIRES 7-17-2026 STATE OF FLORIDA COMMISSION NUMBER HH 244555

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EXHIBIT "A"
SAMPLE WORK ORDER

CONSTRUCTION CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED RESTORATION WORK
IFB#24-101

WORK ORDER NO._____

THIS WORK ORDER for the Construction Contract for Paving, Concrete, Striping and Associated Restoration Work ("Work Order" hereafter) is made on the ____ _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Janice M. Riley dba The Paving Lady** a corporation authorized to do business in State of Florida ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Construction Contract for Paving, Concrete, Striping and Associated Restoration Work described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1".**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within ____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within ____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead

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of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City_____ hundred dollars ($_____.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of $_____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: _____

_____

_____

___.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional

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examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Construction Contract for Paving, Concrete, Striping and Associated Restoration Work Contract IFB#24-101 between the City of Lake Worth Beach and the Contractor, dated _____, ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order No. __** as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: ____DO NOT SIGN – SAMPLE ONLY_____
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **JANICE M. RILEY dba THE PAVING LADY**

By: __DO NOT SIGN – SAMPLE ONLY ___

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of **Janice M. Riley dba The Paving Lady,** a Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

_____
Notary Public Signature

Notary Seal:

DocuSign Envelope ID: 5BA79F46-3EEC-4B43-9F8B-1C6E25829BEA

EXHIBIT "B"

SCHEDULE OF UNIT PRICES

(B4)

IFB #24-101 Annual Contract for Paving, Concrete, Striping and Associated Restoration Work

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable).

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE
	PAVEMENT			
1	MOBILIZATION (LESS THAN 100 SY)	1	LS	$4,500.00
2	MOBILIZATION (OVER 100 SY)	1	LS	$3,250.00
3	MOT -- TYPE 2 BARRICADES OR CONES (PER DAY)	1	EA	$15.00
4	MOT – SIGNAGE (PER DAY)	1	EA	$125.00
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)	1	SY	$38.00
6	12" COMPACTED SUBGRADE	1	SY	$15.00
7	8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	1	SY	$22.00
8	REWORK EXIST. BASE AND PRIME	1	SY	$15.00
9	1" TYPE S-3 ASPHALTIC CONCRETE	1	SY	$12.50
10	2" TYPE S-3 ASPHALTIC CONCRETE	1	SY	$18.00
11	MILL EXIST. ASPHALT 1.5" AVG. DEPTH (3/4" TO 2" DEPTH)	1	SY	$8.00
12	MISC. ASPHALT (TYPE S-3) OVERBUILD/LEVELING	1	TN	$155.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL)	1	EA	$5,000.00
14	ASPHALT MILLINGS F&I	1	TN	$65.00
15	SEALCOATING (PARKING LOTS)	1	SY	$0.89
	CONCRETE			
16	MOBILIZATION (LESS THAN 100 LF)	1	LS	$3,000.00
17	MOBILIZATION (OVER 100 LF)	1	LS	$2,150.00
18	REMOVE EX. 4" CONCRETE	1	SF	$2.50
19	REMOVE EX. 6" CONCRETE	1	SF	$3.00
20	4" CONCRETE SIDEWALK (3,000 PSI)	1	SF	$7.15
21	6" CONCRETE SIDEWALK / DRIVEWAY (3,000 PSI)	1	SF	$9.00
22	MONOLITHIC CURB AND SIDEWALK	1	SF	$9.50
23	REMOVE EX. CONCRETE CURBING (ALL TYPES)	1	LF	$11.00
24	TYPE F CURB AND GUTTER	1	LF	$40.00
25	VALLEY GUTTER	1	LF	$33.00
26	TYPE D CURBING	1	LF	$30.00
27	ADA TACTILE DOME SURFACE (YELLOW) CAST-IN-PLACE	1	SF	$125.00
	STRIPING			
28	MOBILIZATION (LESS THAN 100 LF)	1	LS	$1,350.00
29	MOBILIZATION (OVER 100 LF)	1	LS	$1,200.00
30	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)	1	LF	$2.35

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31	4" DOUBLE YELLOW THERMO	1	LF	$2.25
32	4" SINGLE YELLOW THERMO	1	LF	$1.20
33	4" SINGLE WHITE THERMO	1	LF	$1.20
34	6" DOUBLE YELLOW THERMO	1	LF	$2.50
35	6" SINGLE YELLOW THERMO	1	LF	$1.30
36	6" SINGLE WHITE THERMO	1	LF	$1.30
37	12" SINGLE WHITE THERMO	1	LF	$3.75
38	18" SINGLE WHITE THERMO	1	LF	$4.65
39	24" STOP BAR WHITE THERMO	1	LF	$8.00
40	RPM'S	1	EA	$9.00
41	BIKE LANE SYMBOL STRIPING (THERMO)	1	EA	$525.00
42	HANDICAP PARKING STALL COMPLETE W/ SIGN (PAINT)	1	EA	$425.00
	MISC. WORK			
43	BAHIA SODDING (INCL. GRADING WORK)	1	SY	$8.00
44	FLORATAM SODDING (INCL. GRADING WORK)	1	SY	$10.00
45	ADJUST EX. MANHOLE RING AND COVER	1	EA	$650.00
46	ADJUST EX. VALVE BOX	1	EA	$400.00
47	ADJUST EX. CURB INLET / DRAINAGE INLET	1	EA	$675.00
48	PAVER BRICK REPAIR (EXIST. BRICKS)	1	SF	$7.50

Name of Bidder: Janice M. Riley Inc dba The Paving Lady

Address: 1000 W. Industrial Ave

City: Boynton Beach ST FL Zip 33426

Phone: (561) 572-2600 Email: Estimating@pavinglady.com

Print Name: Mauro Comuzzi Title: President

SIGNATURE: Date: 2/21/24

DocuSign Envelope ID: 5BA79F46-3EEC-4B43-9F8B-1C6E25829BEA

EXHIBIT "C"
PUBLIC CONSTRUCTION BOND FORMS

Record and Return to:

CITY OF LAKE WORTH BEACH
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
Name:
Principal Business Address:

Telephone Number:

SURETY:
Name:
Principal Business Address

Telephone Number:

OWNER:
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1600

CONTRACT:
Contract Work Order No:
Date:
Amount:
Description (Name and Location):
General Description of Work:

BOND
Date (not earlier than Work Order Date):
Amount:
Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. _____ with the City for the project titled "_____" (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.

2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

DocuSign Envelope ID: 5BA79F46-3EEC-4B43-9F8B-1C6E25829BEA

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payment s to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 20__.

_____	_____
Witness	Principal
	_____
	Title
(Corporate Seal)	
_____	_____
Witness	Surety
	_____
	Attorney-in-Fact (Attach Power of Attorney)
_____	
	Print Name
	(Corporate Seal)

MEMORANDUM

ITEM NO. 3K.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Purchase of Tyler Technologies PACE Flex Professional Services, Training, and Tyler Connect Passes.**

Town Administration recommends approval of this item.

Town Administration seeks Town Commission approval to purchase 15 PACE Flex professional services hours, training, and Tyler Connect passes from Tyler Technologies, Inc., in the annual amount of **$16,425**, subject to annual budgetary appropriation.

The purpose of this purchase is to provide the Town with specialized technical assistance, professional services, and training to support upgrades, system enhancements, and the implementation of additional functionality within the Town's Tyler Enterprise Resource Planning (ERP) software system. These services will help the Town improve operational efficiency, maintain accurate system configurations, and expand online services available to residents and customers.

The primary areas of focus include:

- **Fee Updates:** Providing technical assistance to update and modify the Town's fee schedules within the Tyler system to ensure current fees are accurately reflected and properly configured.
- **Online Payments:** Supporting the implementation and enhancement of online payment capabilities to improve customer convenience, streamline payment processing, and expand access to electronic payment options.
- **System Enhancements and Training:** Providing professional support and staff training to assist with system upgrades, configuration changes, and implementation of new or enhanced services.

The purchase is being made directly from Tyler Technologies, the provider of the Town's existing ERP software, and is therefore exempt from competitive bidding pursuant to Section

3-13(2) of the Town Code.

Town Commission approval will authorize the Town Manager to execute a purchase order and/or amendment to the existing agreement, as necessary, to procure the additional professional services, training, and Tyler Connect passes.

Resolution Approving Additional Tyler PACE 15 Flex Services

Surfside FL - EPL PACE 15 Quote.2 9.25.26

RESOLUTION NO. 2026-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PACE 15 FLEX PROFESSIONAL SERVICES, TRAINING, AND TYLER CONNECT PASSES FROM TYLER TECHNOLOGIES, INC. FOR THE TOWN'S TYLER ENTERPRISE RESOURCE PLANNING SOFTWARE SYSTEM IN THE ANNUAL AMOUNT OF $16,425.00, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR AMENDMENT TO THE EXISTING AGREEMENT AS NECESSARY FOR THE ADDITIONAL SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") and Tyler Technologies, Inc. ("Tyler") are parties to a Software as a Service Agreement ("Agreement") dated January 17, 2018, as amended, pursuant to which Tyler provides the Town with access to and use of Tyler's proprietary enterprise resource planning software, together with related hosting, maintenance, support, and training services (collectively, the "Tyler Software"); and

WHEREAS, Town staff has identified the need for additional ongoing post-implementation professional services and training to support the Town's use of the Tyler Software, train Town staff on the Tyler Software's features and functionality, and optimize the Tyler Software for the Town's operations; and

WHEREAS, Tyler has submitted Quote No. 2026-595793-K0L3Z5, attached hereto as Exhibit "A" ("Quote"), for Tyler's PACE 15 Flex services ("PACE Services") at an annual fee of $16,425.00; and

WHEREAS, as described in the Quote, the PACE Services include, on an annual basis, fifteen (15) PACE days of professional services and training and three (3) passes

to Tyler Connect, Tyler's annual client conference, along with one (1) investment assessment for every three (3) years of PACE Services purchased; and

WHEREAS, the PACE Services are provided for an annual term and automatically renew for additional one (1) year terms unless terminated by either party in accordance with the Quote; and

WHEREAS, pursuant to Section 3-13(2) of the Town Code, contracts for professional services are exempt from the Town's competitive bidding procedures, and the Town Commission finds that the PACE Services are such professional services; and

WHEREAS, the PACE Services will benefit the Town by providing Town staff with ongoing training and professional support for the Tyler Software, improving the efficiency of Town operations, and maximizing the value of the Town's investment in the Tyler Software; and

WHEREAS, the Town Commission wishes to approve the Quote and authorize the Town Manager to enter into a purchase order and/or amendment to the Agreement with Tyler for the additional PACE Services, in the amount of $16,425.00 annually, subject to annual budgetary appropriation; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests 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 Adopted. Each of the above-stated recitals is hereby adopted, confirmed, and incorporated herein.

Section 2. Quote Approved; Exemption from Competitive Bidding; Authorization to Town Manager. The Quote from Tyler for the PACE Services, in the annual amount of $16,425.00, attached hereto as Exhibit "A," is hereby approved. The Town Commission finds that, pursuant to Section 3-13(2) of the Town Code, the purchase is exempt from competitive bidding. The Town Manager is authorized to enter into an purchase order and/or amendment to the Agreement with Tyler for the PACE Services, subject to approval by the Town Attorney as to form and legality.

Section 3. Renewal Terms; Budgetary Appropriation. The Town Manager is authorized to allow the PACE Services to renew for additional one (1) year terms, or to terminate the PACE Services, in accordance with the Quote and the Agreement. The Town's payment obligations for the PACE Services are subject to annual budgetary appropriation.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the PACE Services and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner David Weingot _____

Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"

Quoted By: Ally Maddox
Quote Expiration: 11/30/26
Quote Name:

Sales Quotation For:
SURFSIDE, FL TOWN OF
TOWN MANAGER
9293 HARDING AVE
SURFSIDE FL 33154-3009

Tyler Annual Services

Descripton	Users/Units	Annual Fee
PACE		
PACE 15 - Flex	1	$ 16,425
TOTAL:		**$ 16,425**

Summary	One Time Fees	Recurring Fees
Total Services	$ 0	$ 16,425
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 16,425**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Pace 15 Flex: Includes 15 PACE days and 3 passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. PACE Flex provides the client with an option to consume PACE days and attend Tyler Connect either remotely or in-person at no additional cost. On-site PACE sessions must be scheduled in 3-day increments, and the client will be responsible for all travel costs incurred. For clients not yet live on Enterprise Permitting & Licensing, the first annual term for PACE commences on the 1st day of the month in which Phase 1 project activities are scheduled to be completed. All project-based post-live work will be provided by the Phase 1 project teams, as stated in the project plan. The PACE Project Manager will engage with the client toward the end of Phase 1 to establish continuity. For clients live on Enterprise Permitting & Licensing, the first annual term for PACE commences on the 1st day of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. The PACE annual term runs for 12 full calendar months. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. PACE days may only be utilized on live modules. Tyler Connect passes for the current year are available to clients with a cycle start date on or before 03/01. Clients with a cycle start date of 04/01 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

Quoted By:	Ally Maddox
Quote Expiration:	11/30/26
Quote Name:	

Sales Quotation For:
SURFSIDE, FL TOWN OF
TOWN MANAGER
9293 HARDING AVE
SURFSIDE FL 33154-3009

Tyler Annual Services

Descripton	Users/Units	Annual Fee
PACE		
PACE 15 - Flex	1	$ 16,425
TOTAL:		**$ 16,425**

Summary	One Time Fees	Recurring Fees
Total Services	$ 0	$ 16,425
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 16,425**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Pace 15 Flex: Includes 15 PACE days and 3 passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. PACE Flex provides the client with an option to consume PACE days and attend Tyler Connect either remotely or in-person at no additional cost. On-site PACE sessions must be scheduled in 3-day increments, and the client will be responsible for all travel costs incurred. For clients not yet live on Enterprise Permitting & Licensing, the first annual term for PACE commences on the 1st day of the month in which Phase 1 project activities are scheduled to be completed. All project-based post-live work will be provided by the Phase 1 project teams, as stated in the project plan. The PACE Project Manager will engage with the client toward the end of Phase 1 to establish continuity. For clients live on Enterprise Permitting & Licensing, the first annual term for PACE commences on the 1st day of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. The PACE annual term runs for 12 full calendar months. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. PACE days may only be utilized on live modules. Tyler Connect passes for the current year are available to clients with a cycle start date on or before 03/01. Clients with a cycle start date of 04/01 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

MEMORANDUM

ITEM NO. 3L.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Purchase of DigE Plan Review Software and Implementation Services**

Town Administration recommends approval of this item.

The Town currently utilizes Bluebeam software to review, evaluate, and manage construction plans and development-related documents. The proposed purchase of DigE Plan Review Software will provide an upgrade to the Town's existing plan review platform, offering enhanced functionality, improved software compatibility, and a more user-friendly interface. The software will be used by staff to review engineering plans, architectural drawings, construction documents, site plans, subdivision plans, and other technical documents submitted for Town review and approval.

DigE Plan provides tools that allow staff to electronically review, annotate, highlight, measure, and markup plans while identifying corrections, deficiencies, and required revisions. It also facilitates collaboration among multiple departments and reviewers, allowing comments and revisions to be shared and tracked throughout the review process. This helps ensure that submitted plans are thoroughly evaluated and that applicants receive clear, consistent feedback.

The upgrade from the Town's current Bluebeam software to DigE Plan will provide enhanced functionality, improved software compatibility, and a more user-friendly interface, making it easier for staff to navigate complex plan sets, perform technical reviews, and communicate necessary revisions. The upgraded software will support a more efficient and streamlined plan review process, reduce reliance on paper documents, improve coordination between departments, and help expedite the review and approval of development and construction projects.

The total proposed cost is **$46,500**, consisting of **$31,500 in one-time professional services fees** and **$15,000 in recurring third-party hardware, software, and services fees** . The cost breakdown is as follows:

- **DigE Plan Implementation Services:** $26,100 (116 hours at $225 per hour).
- **DigE Plan Project Management Services:** $5,400 (24 hours at $225 per hour).
- **Recurring Third-Party Hardware, Software, and Services:** $15,000.

The vendor's proposal, detailing the scope of services and associated costs, is attached for the Town Commission's review and consideration.

Overall, the purchase will provide staff with an upgraded, more effective, and modern digital plan review platform, improving operational efficiency, collaboration, and service delivery to residents, contractors, engineers, and developers.

Town Administration recommends approval of the purchase of DigE Plan Review Software and further recommends authorizing the Town Manager to negotiate and execute the necessary agreement and related documents with the vendor, subject to review and approval by the Town Attorney, and to take all necessary administrative actions to implement the agreement.

Resolution Approving Tyler DigEplan Software and Services

Surfside FI - EPL DigEplan Quote.3 9.25.26

RESOLUTION NO. 2026-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF DIGEPLAN CORE ELECTRONIC PLAN REVIEW SOFTWARE AND RELATED IMPLEMENTATION AND PROJECT MANAGEMENT SERVICES FROM TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF $31,500.00 IN ONE-TIME FEES AND $15,000.00 IN ANNUAL RECURRING FEES, SUBJECT TO ANNUAL BUDGETARY APPROPRIATION; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(2) AND 3-13(7)J OF THE TOWN CODE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR AMENDMENT TO THE EXISTING AGREEMENT AS NECESSARY FOR THE ADDITIONAL SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") and Tyler Technologies, Inc. ("Tyler") are parties to a Software as a Service Agreement ("Agreement") dated January 17, 2018, as amended, pursuant to which Tyler provides the Town with access to and use of certain Tyler proprietary software, including Tyler's EnerGov Enterprise Permitting and Licensing ("EP&L") software, together with related hosting, maintenance, support, and training services (collectively, the "Tyler Software"); and

WHEREAS, the Town currently uses Bluebeam software for the electronic review of plans submitted, and Town staff recommends upgrading the Town's electronic plan review software to DigEplan, a Tyler electronic plan review software that is more user-friendly and integrates more effectively with the Tyler Software, while continuing to use Bluebeam for PDF editing and general document management; and

WHEREAS, Tyler has submitted Quote No. 2026-603875-L5P2C7, attached hereto as Exhibit "A" ("Quote"), for DigEplan Core software as a service for the Town's EP&L electronic reviews, for a one-time fee of $31,500.00, and an annual recurring fee

of $15,000.00, together with remote implementation and project management services for the DigEplan Software ("Services"); and

WHEREAS, pursuant to Section 3-13(2) of the Town Code, contracts for professional services are exempt from the Town's competitive bidding procedures, and pursuant to Section 3-13(7)J of the Town Code, software renewals and upgrades are exempt from the Town's competitive bidding procedures; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests and welfare of the Town and its residents.

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

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

Section 2. Quote Approved; Exemption from Competitive Bidding; Authorization to Town Manager. The Quote from Tyler, attached hereto as Exhibit "A," for the DigEplan Software and Services for a one-time fee of $31,500.00, and annual recurring fees in the amount of $15,000.00, are hereby approved. The Town Commission finds that, pursuant to Section 3-13(2) of the Town Code, the professional services exempt from competitive bidding, and that, pursuant to Section 3-13(7)J of the Town Code, the DigEplan Software is a software upgrade exempt from competitive bidding. The Town Manager is authorized to enter into a purchase order and/or amendment to the existing Agreement, for the DigEplan Software and Services, subject to approval by the Town Attorney as to form and legality.

Section 3. Annual Renewal; Budgetary Appropriation. The Town Manager is authorized to renew the DigEplan Software for additional one (1) year terms in accordance with the Quote and the Agreement, subject to annual budgetary appropriation. The Town Manager may elect not to renew the DigEplan Software in the Town Manager's discretion.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the DigEplan Software and Services approved herein and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"

Quoted By: Ally Maddox
Quote Expiration: 11/30/26
Quote Name:

Sales Quotation For:
SURFSIDE, FL TOWN OF
TOWN MANAGER
9293 HARDING AVE
SURFSIDE FL 33154-3009

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
DigEplan Implementation Services	116	$ 225	$ 26,100	$ 0
DigEplan PM Services	24	$ 225	$ 5,400	$ 0
TOTAL:			**$ 31,500**	**$ 0**

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
DigEplan Core - Additional Users	5	$ 0	$ 0	$ 0	$ 5,000	$ 0	$ 5,000
DigEplan Core - Up to 5 Users	1	$ 0	$ 0	$ 0	$ 5,000	$ 0	$ 5,000
DigEplan Digital Projects	1	$ 0	$ 0	$ 0	$ 5,000	$ 0	$ 5,000
TOTAL				**$ 0**			**$ 15,000**

Summary	**One Time Fees**	**Recurring Fees**
Total Services	$ 31,500	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 15,000
Summary Total	**$ 31,500**	**$ 15,000**

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

Proposal Includes:

Annual Software as a Service ("SaaS") Fees

DigEplan Core

- Specially designed software package for Tyler EP&L Customers, Core includes all the features offered with DigEplan Essentials + **additional features offered with DigEplan Core**
- Fee includes up to 5 Named Users
- Features Available:
  - Compare & Overlay
  - Calibrated Measurements
  - Standard Comments
  - Real-time Collaboration
  - **SSO/MFA**
  - **Doc Composer**
  - **Markup Calculator**
  - **Custom Data Fields**
  - **Advanced Markup Library**

DigEplan Digital Projects

- **Online Plan Submission (Civic Access Integration)**
- This is required functionality for EP&L – DigE integration

DigEplan Core - Additional Users

- **5 Additional DigEplan Core Users, bringing Surfside to a total of 10.**

One-Time Services Fees

Professional Implementation Services - DigEplan - 116 hours

- Current/future state analysis, best practice consulting, configuration, troubleshooting assistance, end-user training, and production cutover support for the DigEplan Core implementation.
- Delivered remotely by a Tyler Implementation Consultant.

Project Management Services - DigEplan - 24 hours

- Internal resource coordination, project planning, and recurring client status calls related to the DigEplan Core implementation.
- Delivered remotely by a Tyler Project Manager.

Scope of Work

All services delivered remotely.

Tyler will deploy and implement DigEplan Core for the processes optimized for EP&L eReviews. Services included in this proposal are estimated based on information provided by Surfside, FL.

If Surfside, FL requires additional process configuration beyond the with is quoted in the proposal, additional professional services fees will apply. Should additional software or services be needed, they can be purchased at the rates included in this proposal for a period of no more than 6 months following client-execution of this proposal.

Quoted By: Ally Maddox
Quote Expiration: 11/30/26
Quote Name:

Sales Quotation For:
SURFSIDE, FL TOWN OF
TOWN MANAGER
9293 HARDING AVE
SURFSIDE FL 33154-3009

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
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- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

Proposal Includes:

Annual Software as a Service ("SaaS") Fees

DigEplan Core

- Specially designed software package for Tyler EP&L Customers, Core includes all the features offered with DigEplan Essentials + **additional features offered with DigEplan Core**
- Fee includes up to 5 Named Users
- Features Available:
    - Compare & Overlay
    - Calibrated Measurements
    - Standard Comments
    - Real-time Collaboration
    - **SSO/MFA**
    - **Doc Composer**
    - **Markup Calculator**
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Tyler will deploy and implement DigEplan Core for the processes optimized for EP&L eReviews. Services included in this proposal are estimated based on information provided by Surfside, FL.

If Surfside, FL requires additional process configuration beyond the with is quoted in the proposal, additional professional services fees will apply. Should additional software or services be needed, they can be purchased at the rates included in this proposal for a period of no more than 6 months following client-execution of this proposal.

MEMORANDUM

ITEM NO. 4A1.

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

From: Stephen Helfman, Town Attorney

Date: November 10, 2026

Subject: **Ordinance Repealing Ordinance No. 2024-1785 in its Entirety, Which Amended Sections 90-45 "Setbacks", 90-47 "Yards Generally, Allowable Projections", 90-48 "Modification of Side and Rear Yard Regulations", 90-49 "Lot Standards", and 90-54 "Accessory Buildings and Structures in the H30A and H30B Districts"**

Pursuant to the Town Commission's direction at its July 16, 2026 meeting and direction at first reading on October 13, 2026, adopt the Ordinance on second reading which rescinds or repeals the single-family regulations adopted by the prior Town Commission on October 8, 2024 in Ordinance No. 2024-1785, with the exclusion of Section 90-48.5(2) which shall remain as provided in the 2024 Ordinance,

At its meeting on July 16, 2026, the Town Commission directed the Town Attorney to prepare an ordinance rescinding or repealing the current single-family zoning regulations adopted by the prior Town Commission (Ordinance No. 2024-1785 adopted on October 8, 2024), and bring back an ordinance to amend the current zoning to the way it was before. As directed, the attached Ordinance repeals Ordinance No. 2024-1785 in its entirety, with the exclusion of Section 90-48.5(2) which shall remain as provided in the 2024 Ordinance. Upon adoption of the attached Ordinance, the Town will be applying and utilizing the regulations in effect prior to Ordinance No, 2024-1785 (October 8, 2024).

The Town Commission heard this ordinance on first reading during their October 13, 2026, Regular Commission meeting, with one change to section 90-48.5(2) providing for the retention of the side setback requirements as provided in the 2024 Ordinance.

The Planning and Zoning Board heard the ordinance during their October 29, 2026, meeting and they recommended approval of the ordinance as presented.

Business Impact Estimate - Setbacks and Limiting FAR

Ordinance Repealing Ordinance 2024-1785 - Increased Setbacks and Limiting FAR Second

Reading

TOWN OF SURFSIDE

BUSINESS IMPACT ESTIMATE FORM

Posted To Webpage: 11/02/2026

The Business Impact Estimate Form, attached to these directions must be filled out at the time of drafting of any proposed ordinance, unless that proposed ordinance is on the exemption list below. The filled-out Business Impact Estimate must be posted at the time the advertisement for the proposed ordinance is published.

The following proposed ordinances are exempt and do not require a Business Impact Estimate:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
    c. Sections 190.005 and 190.046;
    d. Section 553.73, relating to the Florida Building Code; or
    e. Section 633.202, relating to the Florida Fire Prevention Code.

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REPEALING ORDINANCE NO. 2024-1785 IN ITS ENTIRETY, WHICH AMENDED SECTIONS 90-45 "SETBACKS", 90-47 "YARDS GENERALLY, ALLOWABLE PROJECTIONS", 90-48 "MODIFICATION OF SIDE AND REAR YARD REGULATIONS", 90-49 "LOT STANDARDS", AND 90-54 "ACCESSORY BUILDINGS AND STRUCTURES IN THE H30A AND H30B DISTRICTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Part I.

Summary of the proposed ordinance and statement of public purpose[1]:

The proposed ordinance repeals the amendments adopted through Ordinance No. 2024-1785 and restores the prior zoning regulations governing setbacks, allowable yard projections, side and rear yard modifications, lot standards, and accessory buildings and structures. These changes include restoring the previous requirements affecting residential building size, floor area ratio (FAR), and building placement. The ordinance retains Section 90-48.5(2), concerning the inclined side setback option in the H120 zoning district, as provided in Ordinance No. 2024-1785. The ordinance becomes effective upon adoption on second reading.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Surfside: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

No direct costs to businesses are anticipated.

[1] Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the Town of Surfside.

b. Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

c. An estimate of the Town of Surfside's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

N/A

Part III.

Good faith estimate of the number of businesses likely to be impacted by the ordinance:

N/A

Part IV. Additional Information (if any):

N/A

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REPEALING ORDINANCE NO. 2024-1785 IN ITS ENTIRETY, WHICH AMENDED SECTIONS 90-45 "SETBACKS", 90-47 "YARDS GENERALLY, ALLOWABLE PROJECTIONS", 90-48 "MODIFICATION OF SIDE AND REAR YARD REGULATIONS", 90-49 "LOT STANDARDS", AND 90-54 "ACCESSORY BUILDINGS AND STRUCTURES IN THE H30A AND H30B DISTRICTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION; 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 where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Section 22 of the Town of Surfside ("Town") Code and Fla. Stat. §166.041 set forth the procedure for the adoption of ordinances and amending ordinances; and

WHEREAS, on October 8, 2024, the Town Commission adopted Ordinance No. 2024-1785 (the "2024 Ordinance"), amending Sections 90-45 "Setbacks", 90-47 "Yards Generally, Allowable Projections", 90-48 "Modification of Side and Rear Yard Regulations", 90-49 "Lot Standards", and 90-54 "Accessory Buildings and Structures in the H30A and H30B Districts", inter alia, to increase required setbacks and decrease allowable buildable areas, modify regulations regarding lot standards and accessory structures; and

WHEREAS, the Town Commission finds it necessary to repeal the 2024 Ordinance in its entirety, as shown in Exhibit "A", and revert to the Code sections as they existed prior to the adoption of the 2024 Ordinance, with the exclusion of Section 90-48.5(2) which shall remain as provided in the 2024 Ordinance; and

WHEREAS, the Town Commission held its first public hearing on _____ __, 2026, and approved the repeal of the 2024 Ordinance, having complied with the notice requirements in Florida Statutes; and

WHEREAS, the Planning & Zoning Board held its hearing on the proposed Ordinance on _____, 2026 with due notice and recommended _____; and

WHEREAS, the Town Commission held its second public hearing on _____ __, 2026, and approved the repeal of the 2024 Ordinance, having complied with the notice requirements in Florida Statutes; and

WHEREAS, the Town Commission hereby finds that this Ordinance is in the best interest and welfare of the residents and visitors of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Ordinance No. 2024-1785 Repealed in Entirety. Ordinance No. 2024-1785, amending Sections 90-45 “Setbacks”, 90-47 “Yards Generally, Allowable Projections”, 90-48 “Modification of Side and Rear Yard Regulations”, 90-49 “Lot Standards”, and 90-54 “Accessory Buildings and Structures in the H30A and H30B Districts”, in the Town Code is hereby repealed in its entirety, with the exclusion of Section 90-48.5(2) which shall remain as provided in the 2024 Ordinance, as shown in Exhibit “A”, and the aforementioned sections of the Code shall revert as they existed prior to the adoption of the 2024 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. Implementation. The Town Manager and Town Attorney are hereby authorized to take any and all necessary action to effectuate the repeal of Ordinance No. 2025-1789 and implement the purposes of this Ordinance.

Section 7. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED on first reading on the ___ day of _____, 2026.

PASSED AND ADOPTED on second reading on the _____ day of _____ 2026.

First Reading:
Motion by: _____
Second by:_____

Second Reading:
Motion by: _____
Second by:_____

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani	____
Commissioner Gerardo Vildostegui	____
Commissioner David Weingot	____
Vice Mayor Dayana Benmergui	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger
Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman. P.L.
Town Attorney

EXHIBIT A

CHAPTER 90 – ZONING.

* * *

ARTICLE IV. – DISTRICT REGULATIONS

* * *

Sec. 90-45. - Setbacks.

(a) *Setbacks in H30A and H30B.*

(1) Minimum setbacks.

a. Front setback: 20 feet.

b. Interior side: five feet or ten percent of the lot frontage, whichever is greater. ~~For a new home (not an addition to an existing home), seven and a half feet or ten percent of the lot frontage, whichever is greater, where floor area ratio (FAR) does not exceed .54, and nine feet or ten percent of the lot frontage, whichever is greater, where floor area ratio (FAR) does not exceed .60.~~

c. Secondary frontage: ten feet.

d. Rear: 20 feet.

(2) Setback modifications — ~~Any new, two-story home (not an addition to an existing home) shall be required to have its second habitable story setback a minimum 15 feet from the front façade of the first story and a minimum of five feet from sides and rear facades of the first story for at least 60 percent of the second story and the overall square footage of the second story shall not exceed 65 percent of the actual buildable area of the first story.~~ Average setbacks for front and side (both interior side and secondary frontage). In addition to minimum setbacks, homes shall provide additional average front and side setbacks based on the floor area ration of the home, as follows:

Floor area ratio	Additional average side setback required for each side (including secondary frontage)	Additional average front setback required

0.5 or less	No additional setback required	No additional setback required
Greater than 0.5 up to 0.64	1.25 feet or 2.5% of frontage, whichever is greater	2.5 feet
Greater than 0.64 up to a Maximum of 0.72	2.5 feet or 5% of frontage, whichever is greater	5 feet

a. Additional average front setback shall be provided as follows:

i. Multiply the required additional average front setback by the width of the allowable building along the frontage (lineal feet between minimum side setbacks.

ii. Multiply the resulting figure, in square feet, by the number of stories to arrive at the total area of required additional front setback, in square feet.

iii. The total area of required additional front setback must be applied in any one or multiple areas through the height and width of the first and (if applicable) second stories of the home (further reducing the building envelope created by the minimum required front setback of 20 feet) to reduce the floor width (i.e. parallel to the front lot line) and/or depth (i.e. perpendicular to the front lot line), at the direction of the design professional. Average front setback may be applied at any point along a floor, or mixed and matched among the floors of the home, as long as the average setback area is contiguous with the minimum front setback. Covered exterior areas may not be used to meet average setback requirements.

b. Additional average side setback shall be provided as follows:

i. Multiply the required additional average side setback by the depth of the allowable building on that side (lineal feet between minimum front and rear setback).

ii. Multiply the resulting figure, in square feet, by the number of stories to arrive at the total area of required additional side setback for each side, in square feet.

iii. The total area of required additional side setback for each side shall be applied in any one or multiple areas throughout the height and depth of the first and (if applicable) second stories of the home (further reducing

the building envelope created by the minimum required side setbacks) to reduce the floor width (i.e. parallel to the front lot line) and/or depth (i.e. perpendicular to the front lot line), at the discretion of th design professional. Average side setback may be applied at any point along a floor, mixed and matched among floors and/or joined with setbacks taken from the opposite side elevation, as long as the average side setback area is contiguous with the minimum side setback for that side. Area used to satisfy average front yard setback area shall not bae counted to satisfy average side setback.

(3) The front façade of each home shall include at least one inside corner of at least five feet by five feet that is open on two sides or at least 50 percent open to the sky.

(43) A continuous wall along a consistent plane shall not exceed 5030 percent of the lot depth., ~~unless approved by the planning and zoning board.~~

(5) A space counted toward average setback on the second floor may not be covered and must be fully open to the sky on at least two sides.

(b) *Setbacks in the H30C, H40, H120, and SD-B40 zoning districts.*

H30C	**Minimum Setback (Feet)**
Harding Avenue frontage	20 FT
Interior side	6 FT Minimum or 10% of the total interior frontage up to 15 FT, whichever is greater
Rear	10 FT
Secondary frontage (corner only)	10 FT
Interior side setbacks for lots over 50 feet in width	6 FT Minimum or 10% of the total interior frontage up to 15 FT, whichever is greater
H40 - Less than or equal to 50 ft. in width	**Minimum Setback (Feet)**

Collins Avenue and Harding Avenue frontage	20 FT; 25 FT setback for any portions above 30 FT, except on structures designated as historic
Interior side	6 FT Minimum or 10% of the total interior frontage up to 15 FT, whichever is greater
Rear	10 FT
Secondary frontage (corner only)	10 FT
H40 - Wider than 50 ft.	**Minimum Setback (Feet)**
Collins Avenue and Harding Avenue frontage	20 FT; 25 FT setback for any portions above 30 FT, except on structures designated as historic
Interior side	7 FT Minimum or 10% of the total interior frontage up to 15 FT, whichever is greater
Rear	10 FT
Secondary frontage (corner only)	10 FT
H120	**Minimum Setback (Feet)**
Primary frontage	40 FT
Side	10 % of the lot frontage, no less than ~~or~~ 10 feet~~, whichever is greater~~
Rear	30 FT
Secondary frontage (corner only)	10% of the lot frontage, no less than ~~or~~ 20 feet~~, whichever is greater~~
SD-B40	**Maximum Setback (Feet)**
Primary frontage	0 FT

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.

The text being repealed is shown in Exhibit "A" and therefore, all text in Exhibit "A" is underlined.

Interior side[1]	0 FT
Rear	0 FT
Secondary frontage (Corner only)	0 FT
CF	**Maximum Setback (Feet)**
Primary frontage	20 FT
Interior side	10 FT
Rear	20 FT
Secondary frontage (Corner only)	15 FT

* * *

Sec. 90-47. - Yards generally, allowable projections.

90-47.1 Every part of a required yard shall be open to the sky, except:

(1) In any district other than H30A and H30B, ordinary projections of sills, cornices, roof eaves and ornamental features may project not more than 24 inches into any required yard;

(2) In H30A and H30B districts:

(a) Ordinary projections of sills, cornices, and ornamental features, exclusive of roof eaves, may project not more than eight inches into any required interior side yard or not more than 24~~12~~ inches into any required front, secondary frontage, or rear yard ~~and shall not extend in a continuous plane more than 50 percent of the length of any continuous wall, as described in subsection 90-45(a)(4) of this Code, unless approved by the planning and zoning board in the design review process~~; and

(b) Roof eaves may project not more than 24 inches into any required yard.

[1] Required setbacks for development undertaken pursuant to chapter 2023-17, Laws of Florida, also known as the "Live Local Act" codified in F.S. § 166.04151, shall be as required for the H120 district for any portion of the structure above the 40 feet maximum height in the SB-B40 district.

(3) Any other type of projection permitted in this section, whether alone or in combination with other projections allowed by this section, provided: ~~into the setback or yard shall require design review approval by the planning and zoning board.~~

(a) The total distance of combined projection into the setbacks does not exceed the maximum allowed projection for the largest of the individual projection types so combined; or

(b) With design review approval by the planning and zoning board, when combined with other projections, ornamental features may extend a maximum 24 inches further into the setback beyond the other allowed projection if it does not increase the extent of the other projection.

90-47.2 In all districts except SD-B40, moveable awnings may be placed over doors or windows and may project not more than three feet into any required yard, except as provided in subsection 90-49.2.a.8. In the SD-B40 district, awnings and non-permanent canopies may project over the public sidewalk at least 6.5 ~~seven~~ feet ~~above said sidewalk~~ but shall not be greater than six feet or the width of the sidewalk, whichever is less.

90-47.3. On properties designated H30A or H30B, air conditioning equipment, pool pump~~, generators~~ or other mechanical equipment may be located at ground level ~~grade~~, provided such equipment is at least five feet from any side or rear lot line and ten feet away from any other single-family or two-family residence ~~not in any setback~~, and is not visible from any street or waterway. All equipment shall be visually screened by an enclosure of sufficient height which adequately hides the equipment from view from all angles (excluding from above) and matches closely to its immediate surroundings in texture, color, and appearance. Additionally, the equipment shall be acoustically screened to reduce noise to no more than 55 dBA when measured from any property line of the subject lot.

a. All installations of equipment shall comply with the latest adopted versions of the Florida Building Code and the Florida Mechanical Code.

b. Straight change out of equipment, defined as no change in the size and location of existing equipment, shall be exempt from the visual and sound screening requirements provided for herein.

90-47.4 In the H40 district on lots with less than 75 feet of frontage and east of Harding Avenue in H30C district, unenclosed balconies may extend into a required primary (front) and secondary (corner) setback not more than five feet, and may extend into a required rear and interior side setback not more two and one-half feet.

90-47.5 In all districts except H120 district, open, unenclosed building entrance porches, platforms, stairs or paved terraces, not covered by a roof or canopy, and which do not extend above the level of the grade or entrance floor of the building, may ~~not~~ extend or project into the required ~~setbacks,~~ front or side yard no more than six feet and the encroachments shall not provide less than a 24-inch setback to the property line.

90-47.6 In the H120 district, the following projections are permitted.

(1) When setbacks provide a minimum interior side setback of ten feet for the first 30 feet in height, with the width of each required interior side yard increased by one foot for every three feet of building height above 30 feet in the H120 district, o~~O~~pen, unenclosed balconies may ~~project not more than six feet into any setback, except those~~ extend into a required primary front or secondary (corner) not more than eight feet, and may extend into a required interior side setback, including the modified side setback, not more than five feet. Open unenclosed balconies may extend from the rear of the building ~~which may project~~ to a point 12 feet west of the bulkhead line.

(2) When average setbacks provide a 25 percent average side setback in the H120 district, open unenclosed balconies may extend into a required primary (front) setback not more than eight feet. Open unenclosed balconies may extend from the rear of the building to a point 12 feet west of the bulkhead line. Open unenclosed balconies may extend into a required secondary street (corner) or interior side setback as follows:

(a) 50 percent of balcony length on any floor can project no more than 50 percent of setback or ten feet, whichever is less; and

(b) The remaining 50 percent of balcony length on any floor can project no more than five feet.

Notwithstanding the above, 75 percent of all balconies on any floor shall be located at least 15 feet from any secondary street (corner) or interior side property line.

90-47.7 Reserved.

90-47.8 In the H30, H40 and H120 district a cantilevered canopy will be permitted in the required front yard, subject to the following:

(1) The structure must be completely supported (cantilevered) from the main structure;

(2) The structure must be transparent in nature with a solid to transparent material ratio of no more than 35 percent solid to 65 percent transparent;

(3) The structure must not have a frontage of more than 30 feet in width;

(4) The structure must not extend more than 20 feet into the required front setback; and

(5) The structures shall not extend into any side setback area.

* * *

Sec. 90-48. - Modification of side and rear yard regulations.

90-48.1 The minimum width of side setbacks for libraries, places of public assembly, recreational centers and other public, semipublic and civic buildings shall be a minimum of 15 feet, except when located within the community facilities district which shall comply with subsection 90.45(a).

90-48.2 In all districts other than the H120 districts, the required side setbacks for corner lots adjoining canals or waterway shall ~~be a minimum of ten (10) feet~~ comply with the secondary frontage setback requirements for that frontage.

90-48.3 In the H30A district, except as provided in section 90-54.1, no building shall be erected within 25 feet of the seawall on Point Lake nor within 50 feet of the sea wall on any other water body including Biscayne Bay, Indian Creek, or on any lots in Blocks 26, 28 and 28A of the Normandy Beach Subdivision, Second Amended.

90-48.4 Where a lot abuts an alley, the depth of the rear yard shall be seven feet.

90-48.5 In the H120 district, when a building ~~or structure~~ exceeds a height of 30 feet, one of the following options for enhanced side setbacks must be met:

(1) *Average side setback.* Except for legal nonconforming sides of buildings deemed architecturally significant pursuant to section 90-33(3), the required side setback in the H120 district for lots 100 feet or more in width is 20 percent of the lot width or ten feet minimum. In addition, and in order to encourage variety and innovation in design, buildings shall be subject to an average side setback of an additional five percent applied to side setbacks (25 percent overall). The required average setback for each side shall be calculated and applied to each side elevation overall, as follows:

a. Multiply the lot width by five percent.

b. Multiply the resulting figure by the height in feet from crown of road to the top of the structural roof.

c. Multiply the resulting figure by the depth of the allowable building on that side (lineal feet between front setback and bulkhead line) to arrive at the aggregate volume of average setback.

d. The aggregate volume of average setback must be applied in any one or multiple areas throughout the height and depth of the building (further reducing the building envelope created by the 20 percent required setbacks) to reduce the floor width (i.e. parallel to the lot width) and/or depth (i.e. perpendicular to the lot width), at the discretion of the design professional. Average setback may be applied at any point along a floor, mixed and matched among floors, and/or joined with setbacks taken from the opposite side elevation.

(2) *Inclined side setback.* In lieu of providing the above average side setback in 90-48.5(1) above, the property owner may, at its election, alternatively provide a minimum interior side setback of ten percent of lot frontage ~~feet~~ for the first 30 feet in height, with the width of each required interior side yard increased by one foot for every three feet of building height above 30 feet. For corner properties, a building shall be set back a minimum of 20 feet from a side or secondary street for its entire height.

90-48.6 New balconies or decks located more than five feet above grade on new or existing ~~detached,~~ single family homes shall not encroach into any setbacks.

90-48.7 Second floor balconies or terraces shall not be counted towards the setback, except when the roof line of the balcony meets the average setbacks for the second floor.

* * *

Sec. 90-49. - Lot standards.

Lot standards	H30A	H30B	H30C	H40	H120	SD-B40	MU	CF
Minimum lot width	50 ft	50 ft	50 ft	50 ft	50 ft	0 ft	-	-
Minimum lot area	8,000 ft	5,600 ft	-	-	-	-	-	-

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.

The text being repealed is shown in Exhibit "A" and therefore, all text in Exhibit "A" is underlined.

Lot standards	H30A	H30B	H30C	H40	H120	SD-B40	MU	CF
Maximum lot coverage	40% *	40% *	-	-	-	-	-	-
Minimum pervious area	35%	35%	20%	20%	20%	-	-	-
Maximum lot area						5,000 sq ft **		
Maximum lot width						50 ft **		
~~Maximum floor area ratio (FAR)~~	~~One story = .50 Two story = .54 7.5 ft interior side setbacks Two story = .60 9 ft interior side setbacks~~	~~One story = .50 Two story = .54 7.5 ft interior side setbacks Two story = .60 9 ft interior side setbacks~~						
~~Maximum second story buildable area~~	~~65% of first story buildable area~~	~~65% of first story buildable area~~						

* Homes with a maximum height of 22 feet that do not exceed one habitable story may provide up to 50 percent lot coverage. A single-story home exceeding 40 percent lot coverage shall not be altered to provide a second story unless the lot coverage is reduced to a maximum 40 percent.

** This limitation shall not apply to a project that meets the maximum height, setbacks and uses allowed in the SD-B40 district as set forth in this Code.

* * *

ARTICLE V. – DESIGN STANDARDS

* * *

Sec. 90-54. - Accessory buildings and structures in the H30A and H30B districts.

90-54.1 Any accessory buildings not connected to the main building, except by a breezeway, may be constructed in a rear yard, subject to the following provisions:

(a) The maximum height shall be 12 feet.

(b) The maximum aggregated area shall be ~~2~~500 square feet~~, which shall be included and counted for purposes of floor area ratio limitations, as set forth at section 90-49 of this Code~~.

(c) ~~For H30B lots,~~ T~~t~~he ~~accessory building~~ structure shall provide a minimum rear setback of five feet and shall conform to all other setbacks applicable to the property.

(d) For H30A properties on Point Lake, an accessory ~~building~~ structure may be constructed no closer than ten feet from the seawall, and ~~shall otherwise conform to~~ may include an enclosed building of up to 200 square feet within the setback set forth in section 90-48.3. For H30A properties on any other water body, an accessory building may be constructed no closer than 15 feet from the seawall, and shall otherwise conform to the setback set forth in section 90-48.3. Accessory buildings and structures shall be limited by this section and the allowable lot coverage ~~and floor area ratio (FAR)~~.

* * *

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.

The text being repealed is shown in Exhibit "A" and therefore, all text in Exhibit "A" is underlined.

MEMORANDUM

ITEM NO. 4B1.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Amending Section 70-123 to Provide that the Resort Tax Board shall also be known as the Tourist Board**

For the Town Commissions consideration.

The Town's Resort Tax Board is formally established and named in the Town Code. Over the years, the Board, which works with the Tourist Bureau to implement tourism and promotional activities on behalf of the Town, has been informally referred to as the "Tourist Board."

Under former Town Manager Mark Blumstein, a decision was made to use the formal name, Resort Tax Board, in all references. Members of the current Board, led by Chair Eli Tourgeman, are now asking the Town Commission to consider expanding the Board's name to also include "Tourist Board," which more closely reflects its role in overseeing tourism and promotional activities.

Ordinance - Amend Sec. 70-123 - Resort Tax Board AKA Tourist Board

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 – "TAXATION", ARTICLE IV. – "RESORT TAX", DIVISION 2 - "RESORT TAX BOARD"; TO PROVIDE THAT THE RESORT TAX BOARD SHALL ALSO BE KNOWN AS THE TOURIST BOARD; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; 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 where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Section 22 of the Town of Surfside ("Town") Code and Fla. Stat. §166.041 set forth the procedure for the adoption of ordinances and amending ordinances; and

WHEREAS, Chapter 67-930, Laws of Florida, authorized the governing body of the Town to impose and levy a municipal resort tax, provided for collection and adoption of an ordinance imposing the resort tax and creating an authority to administer and expend resort tax funds and providing for the membership, tenure and any and other powers to be exercised by the authority; and

WHEREAS, on June 14, 2011, the Town Commission adopted Ordinance No. 1574, codified in Chapter 70 – "Taxation," Article IV. – "Resort Tax" of the Town Code; and

WHEREAS, Section 70-123 of the Town Code provided for the creation of the Resort Tax Board and its powers; and

WHEREAS, since its inception, the Resort Tax Board has also been commonly known or referred to as the Tourist Board; and

WHEREAS, the Town Commission seeks to amend Section 70-123 of the Town Code to formally recognize that the Resort Tax Board may also be officially known as and referred to as the Tourist Board; and

WHEREAS, the Town Commission held its first reading on _____, 2026 and approved the proposed amendment to the Code, having complied with the notice requirements in Florida Statutes; and

WHEREAS, on _____, 2026, the Town Commission held its second reading and public hearing and approved the proposed amendment to the Code having complied with the notice requirements in Florida Statutes;

WHEREAS, the Town Commission hereby finds that this Ordinance is in the best interest and welfare of the residents and visitors of the Town.

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference:

Section 2. Town Code Amended. Chapter 70 – Taxation, Article IV. – Resort Tax, Division 2. "Resort Tax Board", Section 70-123. - "Created", of the Town Code are hereby amended as follows:[1]

* * *

CHAPTER 70 – TAXATION

* * *

ARTICLE IV. – RESORT TAX

* * *

[1] Words stricken through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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.

DIVISION 2 – RESORT TAX BOARD

Sec. 70-123. Created.

There is hereby established a resort tax board as a governmental agency of the town ("the ~~b~~Board"). The Board may conduct its business and also be officially known as and referred to as the "Town of Surfside Tourist Board".

* * *

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 on first reading on the _____ day of _____2026.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2026.

First Reading:

Motion by: _____
Second by:_____

Second Reading:

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.

Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani	____
Commissioner Gerardo Vildostegui	____
Commissioner David Weingot	____
Vice Mayor Dayana Benmergui	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman. P.L.
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.

MEMORANDUM

ITEM NO. 5A.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Outsourcing Payroll and HR Onboarding Services**

Town Administration recommends approval of this item.

The Town's Finance Department and Human Resources function currently manage numerous payroll, employee benefits, personnel administration, reporting, and compliance responsibilities. These functions require significant staff time for manual calculations, coordination, and processing, limiting the departments' capacity to address other essential operational priorities.

A sophisticated payroll and HR solution that serves as a third-party administrator presents an opportunity to alleviate administrative workloads, streamline routine processes, significantly reduce compliance risks, allow staff to take a more proactive approach to other critical Finance and HR functions, including financial planning and analysis, internal controls, process improvements, employee relations, workforce planning, and compliance monitoring.

This approach would enable existing personnel to focus on strategic initiatives, anticipate operational needs, improve service delivery, and strengthen the Town's overall administrative effectiveness while maintaining appropriate oversight and accountability.

To evaluate this opportunity, the Town obtained proposals from ADP and Paycom for a full HR/Payroll Suite, with the following pricing:

ADP:

- **Year 1: $41,180.95** (3 months free) + $1,000 one-time implementation fee = **$42,180.95.**
- **Year 2: $41,180.95** (3 months free).
- **Year 3 and beyond: $54,659.59** annually (the discounted rates remain in place, but the free months no longer apply).

Paycom:

- Annual service fee: **$60,000.**
- One-time implementation fee: $16,000.
- Total first-year cost: **$76,000.**

BENEFITS TO THE TOWN

1. Reduce the administrative workload currently assigned to the Finance Department and Human Resources.
2. Streamline payroll processing and routine HR administration.
3. Improve consistency, reporting, and access to payroll and employee information.
4. Provide an integrated platform for payroll and selected HR functions.
5. Reduce compliance risks through accurate reporting to government entities.
6. Allow existing personnel to focus on financial oversight, internal controls, strategic planning, employee relations, workforce planning, and other essential municipal responsibilities.

Staff recommends that the Town Commission approve the selection of ADP as the Town's provider for a full, turnkey HR/Payroll Suite and authorize the Town Manager to negotiate, finalize, and execute all necessary agreements and related documents, and to take all actions necessary to implement the system. This authorization is contingent upon review and approval of the final contract by the Town Attorney.

The turnkey solution is intended to streamline implementation, integrate HR and payroll functions, and support efficient and effective delivery of these services.

2026-09-22 Paycom Proposal

Resolution Approving ADP HR Payroll Suite

2026-10-26 ADP Proposal

Outlook

Town of Surfside & Paycom

From Samantha Tini <samantha.tini@paycomonline.com>
Date Tue 9/22/2026 6:20 PM
To Monica Owens <monica.owens@paycomonline.com>; Yolanda Menegazzo <yolanda@lagomwp.com>

Hi Yolanda,

Thank you for your time today!

The pricing estimate for the products below, that Monica sent me, would be around $60,000 annually.

Products:
Payroll- 144 employees biweekly and monthly
Taxes
Employee Self Service
Manager on the GO
Paycom Learning
Applicant Tracking- Recruiting
Onboarding- Offboarding
Document Management
Performance Management & Compensation Management
Performance Discussion Forms
Personnel Actions Forms
Time and Attendance
PTO
Benefits Administration (Enrollment)
E-verify- i9 Management
Cobra Management

Well known Municipality Clients:
City of Doral
City of Miami Gardens
City of Hialeah Gardens
City of Sweetwater
Town of Golden Beach
Town of Bay Harbour Islands
Town of Highland Beach
City of Florida City

Thank you so much and I hope to hear from you soon!

Best,
Samantha

Samantha Tini | Senior Executive Sales Representative

www.paycom.com
1221 Brickell Ave, Suite 800 | Miami, FL 33131
(C) 586-804-8765
Schedule a Demo of Paycom Today!



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RESOLUTION NO. 2026-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING ADP, INC. FOR HUMAN RESOURCES AND PAYROLL SOFTWARE AND SERVICES SUITE; APPROVING THE PURCHASE OF SERVICES, SOFTWARE, AND TECHNOLOGY BASED UPON THE PROPOSAL FROM ADP, INC; FINDING THAT THE PROFESSIONAL SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 3-12 OF THE TOWN CODE FOR ALL OTHER ELEMENTS OF THE PURCHASE UPON THE RECOMMENDATION OF THE TOWN MANAGER; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT AND ANY OTHER DOCUMENTS AS NECESSARY FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Finance Department and Human Resources function of the Town of Surfside ("Town") manage numerous payroll, employee benefits, personnel, reporting, and compliance responsibilities that require significant staff time and limit their capacity to address other operational priorities; and

WHEREAS, outsourcing payroll and selected human resources services through an integrated platform will reduce administrative workloads, streamline payroll processing and routine human resources administration, improve reporting and access to employee information, and allow existing personnel to focus on financial oversight, internal controls, strategic planning, employee relations, workforce planning, and other essential municipal responsibilities; and

WHEREAS, the Town obtained proposals for a full, turnkey human resources and payroll software and services suite from two of the most notable providers, ADP, Inc. ("ADP") and Paycom, and Paycom's proposal included an annual fee of $60,000.00 and a one-time implementation fee of $16,000.00; and

WHEREAS, ADP submitted a proposal, in the form of a sales order dated October 26, 2026, attached hereto as Exhibit "A" ("Proposal"), to provide its Workforce Now Human Capital Management Suite, including payroll, human resources, benefits administration, time and attendance, and related software, technology, and implementation services ("Services"); and

WHEREAS, under the Proposal, the estimated annual cost of the Services is $41,180.95 for each of the first two (2) years and $54,659.59 for each year thereafter, plus a one-time implementation fee of $1,000.00; and

WHEREAS, ADP is the lowest-priced proposer and provides the necessary enhancements to support Town employees, and the Town Manager recommends the selection of ADP; and

WHEREAS, pursuant to Section 3-13(2) of the Town Code, professional services are exempt from competitive bidding, and for all other elements of the Services, including software and technology, the Town Manager recommends that the Town Commission waive competitive bidding pursuant to Section 3-12 of the Town Code due to the Town's timely need to ensure continued compliance with the requirements of regulatory bodies and taxing authorities; and

WHEREAS, the Town Commission wishes to approve the selection of ADP and the purchase of the Services, and authorize the Town Manager to negotiate and enter into a multi-year agreement with ADP, subject to the approval of the Town Attorney as to form and legal sufficiency; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests 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 Adopted. Each of the above-stated recitals is hereby adopted, confirmed, and incorporated herein.

Section 2. Selection of ADP Approved; Purchase of Services Approved. The selection of ADP as the Town's provider of a full, turnkey human resources and payroll software and services suite is hereby approved. The purchase of the Services, including the software and technology, based upon the Proposal attached hereto as Exhibit "A," is hereby approved.

Section 3. Exemption from Competitive Bidding; Waiver of Competitive Bidding. The Town Commission finds that, pursuant to Section 3-13(2) of the Town Code, the elements of the Services consisting of professional services are exempt from competitive bidding. For all other elements of the Services, including the purchase of software and technology, the Town Commission, upon the recommendation of the Town Manager and pursuant to Section 3-12 of the Town Code, hereby waives the Town's competitive bidding procedures and finds that such waiver is in the best interests of the Town.

Section 4. Authorization to Town Manager. The Town Manager is authorized to negotiate, finalize, and enter into a multi-year agreement with ADP, and any other documents as necessary, for the Services approved herein, consistent with the Proposal attached hereto s Exhibit "A", subject to approval by the Town Attorney as to form and legal sufficiency, and subject to the availability of funds and annual budgetary appropriation.

Section 5. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Services approved herein and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Town Attorney, Weiss Serota Helfman Cole & Bierman, P.L.

EXHIBIT "A"

Always Designing for People

Company Information

Town Of Surfside
9293 Harding Ave
Surfside, FL 33154-3009
United States

Executive Contact

Sandra McCready
Town Manager
null@null.com
(305) 861-4863

INVESTMENT SUMMARY

Employees	Implementation	Total Annual	Total Savings
143	$1,000.00	$54,659.59	-$26,957.28

Saving during the promotional period. Annual savings is ($13,478.64)

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

"Easy to onboard new staff and very user-friendly for new and current staff to navigate and use. The App makes it even easier to have all your information in one easy spot. Making employees more responsible for their own information - saves time on HR and payroll departments to make simple changes employees can manage on their own. "

—Teresa Stivala, SHRM-CP
VP of Human Resources, In Flight, Inc.

ADP Sales Associate

Kristen Minihan
MAS CPA DM Tier 3 QB
kristen.minihan@adp.com
914-486-7020



This is a Proposal only. Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2023 ADP, Inc. ADP and the ADP Logo are registered trademarks of ADP, Inc. [ADP Check is a trademark of ADP, Inc. and is a registered service mark of ADP, Inc.]

Sandra McCready
Town Manager
Town Of Surfside
9293 Harding Ave
Surfside, FL 33154-3009
United States

Sales Order

October 26 2026 | Quote #02-2026-578782

Recurring Fees and Considerations

Number of Employees: 143 on Town Of Surfside

Monthly Processing	Count	Base/Rate	Monthly
Workforce Now Human Capital Management (HCM) Suite	143	$27.16	$3,883.88
• Next Generation Payroll			
• Enhanced HR			
• Benefits Administration			
• Health & Welfare Carrier Connections			
• Essential Learning			
• Premium Learning Content			
• Recruitment and Talent Acquisition			
• Recruiting Embedded Intelligence			
• Performance and Goal Management			
• Time and Attendance			
• Advanced Scheduling			
Payroll Processing Monthly Base Fee	1	$219.00	$219.00
ADP Kiosk	3	$130.00	$390.00
Employment and Income Verification			
Company and Payroll Historical Documents + Employee Data History	1	$0.00	$0.00

Additional Jurisdictions (if applicable)	2+	$11.00/month
International Employees (if applicable)		$3.10 per associate per month
Courier Delivery (if applicable)		$20.00 per delivery per control
Printed Checks/Statements (if applicable)		$0.50 per printed page
Same Day - Next Day ACH (if applicable)		$0.55 per transaction

Annual Processing	Count	Base/Rate	
Year End Forms, W2s or 1099s	143	$5.21	

Other Considerations

Hardware and Other Fees	Count	Rate	Total
• Standard Connections - TBD	1	$0.00	$0.00
• Standard Connections - TBD	1	$0.00	$0.00
• Standard Connections - TBD	1	$0.00	$0.00
• Learning Consulting for Implementation of Content Hub	1	$1,000.00	$1,000.00
• Implementation for Company and Payroll Historical Documents + Employee Data History	1	$0.00	$0.00

Implementation	Total
Total Setup	**$21,900.00**
Discount Value	**($20,900.00)**
Total Net Setup	**$1,000.00**

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Client bears all shipping/delivery costs and all risk of loss during any shipment/delivery of Time & Attendance Hardware and related supplies, including relating to maintenance Services.

Client intends to use Direct Deposit and Paycard and be fully paperless for Employee Pay Statements using ADP Self Service and/or ADP Mobile App to view all Pay and W2 information. By doing so, ADP will not charge a delivery fee unless something is in fact delivered.

Promotion
Client will receive 6 months free spread over 2 years, applying to months 7-9 and 19-21 from each product/controls billing start date (also referred to as the Promotional Period). Items specifically excluded: implementation, tax and banking (including reverse wire), jurisdiction, year-end, maintenance and professional Services fees. Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings and employees paid during the promotional month(s). Services added after the date hereof are not eligible for the Promo.

Other
ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to null@null.com

Important Professional Services Information

History conversion: History Conversion Services include up to seven years of historical data from a single database source. Additional fees may apply for (i) conversion of historical data from more than one database or (ii) more than seven years of historical data.

Important Learning Strategy Consulting Information

CONTENT CONSULTING SERVICES 4 HRS

The Content Consulting Services for implementation provided pursuant to this SOW shall consist of the following (as determined by ADP and Client): 1) A 30 -- 45 minute high level discovery session 2) A 1.5 -- 2 hours of customized content curation 3) A 30 -- 45 minute content and implementation

Scheduling: Client will contact ADP to schedule Consulting Services sessions. ADP will attempt to schedule each session within 5 business days of Client's request.

Deliverables: ADP will provide Client a report that documents: 1) The agreed-upon content recommendations arrived at in connection with the Content Consulting Services 2)Alignment between the recommendations and Client's stated learning goals.

Terms and Conditions: 1) Client is solely responsible for determining whether the ADP Content and the recommendations provided hereunder meet its legal, regulatory and/or industry requirements. 2) Upon completion, ADP will request confirmation from Client that the services and deliverables have been satisfactorily delivered. Services and deliverables will be deemed accepted by Client if no response has been received within four (4) business days of the date of confirmation request.

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Summary

Estimated Annual Net Investment:	$54,659.59	Total Net Implementation:	$1,000.00
Estimated Annual Net Investment during promotional period:	$41,180.95		

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

DRAFT

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Included Services

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- Unlimited, Anytime Pay
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- Online Reports and Pay Statements
- Group Term Life Auto Calculation
- General Ledger Interface
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- New Hire Reporting
- Conversational Virtual Assistant

Enhanced HR

- Employee Development Tracking
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Document Cloud
- Communication Broadcasts
- ADP Connect News Feed and Recognition Tools
- New Hire Onboarding / I-9 Workflow
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Employee Feedback and Sentiment Surveys
- Total Rewards Statements

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing
- Dependent & Beneficiary Tracking
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms
- Employee Open Enrollment with Personalized Decision Support

IT Management Starter

- Buy, ship, manage and reassign employee hardware
- Easily retrieve laptops when offboarding employees

Health & Welfare Carrier Connections

- Integration with insurance carriers for enrollment and eligibility
- Real-time API integration with strategic carrier partners
- Pass changes tied to new hires, life events, open enrollment and terminations
- EDI integration for enrollment and eligibility with more than 700 carrier partners

Essential Learning

- 50 pre-packaged high quality compliance and development courses
- Supports all content formats (including SCORM, xAPI, MP3, MP4, PDF etc.)
- Employee self-enrollments, accessible on Desktop and ADP Mobile App
- Upload custom training content (employee-created or sourced from third-parties)
- Actionable course tracking dashboards and custom reporting capabilities
- Publish & track Instructor-led trainings (hosted virtually or in physical classrooms)

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- Seamless course selection and catalog curation via Essential Learning

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- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- 1 ZipRecruiter job slot
- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management
- Employee Goal Management
- Manager Dashboard
- Succession Planning

Time and Attendance

- Smart Time Capture (Multiple Methods)
- Automated Payroll Worksheet Creation

DRAFT

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- Standard & Custom Reports

Advanced Scheduling

- Shift Swapping
- Schedule Rules Management
- Schedule Cost Management

Employment and Income Verification

- Commercial Employment and Income Verifications
- Social Services Verification
- Workers Compensation Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications

Thank you for your consideration

DRAFT

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Company Information

Town Of Surfside
9293 Harding Ave
Surfside, FL 33154-3009
United States

Executive Contact

Sandra McCready
Town Manager
null@null.com
(305) 861-4863

INVESTMENT SUMMARY

Employees	Implementation	Total Annual	Total Savings
143	$1,000.00	$54,659.59	-$26,957.28

Saving during the promotional period. Annual savings is ($13,478.64)

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

"Easy to onboard new staff and very user-friendly for new and current staff to navigate and use. The App makes it even easier to have all your information in one easy spot. Making employees more responsible for their own information - saves time on HR and payroll departments to make simple changes employees can manage on their own. "

—Teresa Stivala, SHRM-CP
VP of Human Resources, In Flight, Inc.

ADP Sales Associate

Kristen Minihan
MAS CPA DM Tier 3 QB
kristen.minihan@adp.com
914-486-7020



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Sandra McCready
Town Manager
Town Of Surfside
9293 Harding Ave
Surfside, FL 33154-3009
United States

Sales Order

October 26 2026 | Quote #02-2026-578782

Recurring Fees and Considerations

Number of Employees: 143 on Town Of Surfside

Monthly Processing	Count	Base/Rate	Monthly
Workforce Now Human Capital Management (HCM) Suite	143	$27.16	$3,883.88
• Next Generation Payroll			
• Enhanced HR			
• Benefits Administration			
• Health & Welfare Carrier Connections			
• Essential Learning			
• Premium Learning Content			
• Recruitment and Talent Acquisition			
• Recruiting Embedded Intelligence			
• Performance and Goal Management			
• Time and Attendance			
• Advanced Scheduling			
Payroll Processing Monthly Base Fee	1	$219.00	$219.00
ADP Kiosk	3	$130.00	$390.00
Employment and Income Verification			
Company and Payroll Historical Documents + Employee Data History	1	$0.00	$0.00

Additional Jurisdictions (if applicable)	2+	$11.00/month
International Employees (if applicable)		$3.10 per associate per month
Courier Delivery (if applicable)		$20.00 per delivery per control
Printed Checks/Statements (if applicable)		$0.50 per printed page
Same Day - Next Day ACH (if applicable)		$0.55 per transaction

Annual Processing	Count	Base/Rate	
Year End Forms, W2s or 1099s	143	$5.21	

Other Considerations

Hardware and Other Fees			Count	Rate	Total
• Standard Connections - TBD			1	$0.00	$0.00
• Standard Connections - TBD			1	$0.00	$0.00
• Standard Connections - TBD			1	$0.00	$0.00
• Learning Consulting for Implementation of Content Hub			1	$1,000.00	$1,000.00
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Implementation			Total
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Discount Value			**($20,900.00)**
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- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

Performance and Goal Management

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- Succession Planning

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- Shift Swapping
- Schedule Rules Management
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- Immigration Verifications

Thank you for your consideration

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MEMORANDUM

ITEM NO. 5B.

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

From: Mayor Shlomo Danzinger

Date: November 10, 2026

Subject: **Termination of Membership with Sister Cities International and Request for Refund**

Direct the Town Manager to immediately terminate Surfside's membership in Sister Cities International and to seek a full refund of dues paid, based on SCI's failure to list Surfside's sister city partnership with Shomron despite the Town's request.

On October 23, Sister Cities International (SCI) used its platform to convene a "U.S. Palestine Sister Cities Roundtable." Mayors from "Palestinian" communities described conditions in their towns, and U.S. sister cities discussed aid, exchanges, and a proposed 2027 delegation to the territories. No Israeli delegation or representatives were invited to participate in the meeting.

SCI leveraged its platform to advance the narrative of the Palestinian cause, the very same narrative currently being pushed by protesters across the United States and in international communities. By using its infrastructure to promote this event, SCI has dispelled the myth that it is nonpartisan. An organization that gives one side the floor, builds toward a delegation, and offers no comparable platform to Israeli partners has taken a side. This is not neutrality. It is open hostility toward Israel and toward the Jewish community, carried out under the banner of diplomacy.

It is also deeply ironic that SCI would host this roundtable with U.S. cities when the United States does not recognize the existence of a Palestinian state. The call for a Palestinian state, as voiced by this movement, is a call for the elimination of the State of Israel. SCI has chosen to lend its name and its institutional credibility to that cause.

Surfside values its relationship with Israel and proudly celebrates its sister city partnership with the Shomron region. As a resident and representative of Surfside, I am no longer comfortable having our name and membership dues associated with SCI.

I recommend that Surfside immediately terminate its membership from Sister Cities International, notify SCI in writing of our reasons, and continue our sister city partnerships directly. I hope my colleagues will join me in sending a clear message that Surfside stands

with Israel, with the Jewish community, and with America’s closest ally in the Middle East.

Sister Cities International Dissolution 2026

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, TERMINATING THE TOWN'S MEMBERSHIP IN SISTER CITIES INTERNATIONAL FOLLOWING ITS OCTOBER 23, 2026 U.S.-PALESTINE SISTER CITIES ROUNDTABLE; DIRECTING THE TOWN MANAGER TO NOTIFY SISTER CITIES INTERNATIONAL IN WRITING OF THE TOWN'S REASONS; AFFIRMING THE TOWN'S SUPPORT FOR ISRAEL AND ITS COMMITMENT TO CONTINUE SISTER CITY PARTNERSHIPS DIRECTLY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside, Florida (the "Town") is a member of Sister Cities International ("SCI"), an organization that describes itself as nonpartisan and promotes sister city partnerships among communities in the United States and abroad; and

WHEREAS, on October 23, 2026, SCI used its platform to convene a "U.S. Palestine Sister Cities Roundtable," during which mayors from Palestinian communities described conditions in their towns, and U.S. sister cities discussed aid, exchanges, and a proposed 2027 delegation to the territories; and

WHEREAS, no Israeli delegation or representatives were invited to participate in the meeting; and

WHEREAS, the United States does not recognize the existence of a Palestinian state; and

WHEREAS, by approving the use of its infrastructure to promote this event, SCI advanced the narrative of the Palestinian cause, the very same narrative currently being pushed by protesters across the United States and in international communities; and

WHEREAS, the Town Commission finds that an organization that gives one side the floor, builds toward a delegation, and offers no comparable platform to Israeli partners has taken a side and has forfeited any claim to nonpartisanship; and

WHEREAS, the Town Commission finds that the call for a Palestinian state, as voiced by this movement, is a call for the elimination of the State of Israel, and that SCI's sponsorship of this event is open hostility toward Israel and toward the Jewish community, carried out under the banner of diplomacy; and

WHEREAS, the Town values its relationship with Israel and proudly celebrates its sister city partnership with the Shomron region; and

WHEREAS, the Town Commission will not allow the Town's name and membership dues to be associated with SCI; and

WHEREAS, the Town Commission finds that withdrawing from SCI, notifying SCI in writing of the Town's reasons, and continuing its sister city partnerships directly is in the best interest of the Town and its residents, and that Surfside stands with Israel, with the Jewish community, and with America's closest ally in the Middle East.

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. Termination of Membership. The Town Commission hereby terminates the Town's membership in Sister Cities International, effective immediately.

Section 3. Written Notice. The Town Manager is directed to notify SCI in writing of this withdrawal and to state the Town's reasons, namely that SCI used its platform at its October 23, 2026 U.S. Palestine Sister Cities Roundtable to advance the Pro-Palestinian cause, and that to advance that cause is to advance opposition to the existence and security of the State of Israel.

Section 4. Continuation of Partnerships. The Town shall continue its sister city partnerships directly, including its partnership with Shomron, and the Town Manager is authorized to take reasonable administrative steps to support them within existing budgeted funds.

Section 5. Statement of Support. The Town Commission affirms that the Town of Surfside stands with Israel, with the Jewish community, and with America's closest ally in the Middle East.

Section 6. **Implementation.** The Town Manager is authorized to take all actions necessary to implement this Resolution.

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

PASSED AND ADOPTED:

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner Dovid Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

ATTEST:

_____	_____
Sandra McCready, MMC	Shlomo Danzinger
Town Clerk	Town Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____

Stephen J. Helfman

Town Attorney

MEMORANDUM

ITEM NO. 5C.

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

From: Sandra N. McCready, Acting Town Manager

Date: November 10, 2026

Subject: **Adoption of Updated Building Fees**

Town Administration recommends approval of the attached resolution.

The Town of Surfside engaged JRD & Associates (JRD) in February 2026 to evaluate the Building Department's (Department) permit fee structure and develop an updated methodology that reflects recent changes in Florida law, the Town's cost of providing permit-related services, and the operational effort associated with reviewing, processing, and issuing permits. The key driver of the study was compliance with House Bill 803

Resolution Adopting Building Department Fees

Surfside Building Fee Study 2026 Executive Summary

Updated Fees HB803

Surfside Building Permit Fee Study Presentation

RESOLUTION NO. 2026- _____

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING AND ADOPTING THE BUILDING DEPARTMENT FEE GUIDE TO UPDATE BUILDING PERMIT, PLAN REVIEW, INSPECTION, AND RELATED FEES IN COMPLIANCE WITH CHAPTER 2026-63, LAWS OF FLORIDA (HOUSE BILL 803), AND SECTION 553.80, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") maintains a Building Department Fee Guide adopted by resolution of the Town Commission, which may be amended from time to time by resolution of the Town Commission; and

WHEREAS, Section 553.80(7)(a), Florida Statutes, authorizes local governments to establish reasonable fees for the enforcement of the Florida Building Code so long as such fees are used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code; and

WHEREAS, the Florida Legislature enacted Chapter 2026-63, Laws of Florida ("HB 803"), effective July 1, 2026, which amended Section 553.79(1)(f), Florida Statutes, among other sections, to modify aspects of local government building permit fee administration, reporting, and compliance, including procedures relating to private providers, and to provide that inspection fees may not be based on the total cost of a project and may not exceed the actual inspection costs incurred by the local enforcement agency; and

WHEREAS, the Town desires to update the Building Department Fee Guide to ensure compliance with HB 803 and that fees accurately reflect the cost of administering permitting, plan review, inspections, code compliance, and related Building Department services; and

WHEREAS, the updated Building Department Fee Guide, attached hereto as Exhibit "A", includes revised fees for building permits, plumbing permits, mechanical permits, electrical permits, certificates of occupancy and completion, reinspection fees, plan review fees, contractor changes, and other related administrative services, and provides for discounted permit fees for applicants using private providers, in accordance with HB 803 requirements; and

WHEREAS, the Town Commission finds that adopting the revised Building Department Fee Guide is necessary to promote efficient administration of the Florida Building Code and to recover costs associated with the Town's Building Department operations, and to ensure compliance with State law; and

WHEREAS, the Town Commission finds that adoption of the updated Building Department Fee Guide is in the best interests of the health, safety, and welfare of the Town and its residents and businesses.

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. Amending Building Department Fees. The Town Commission hereby approves and adopts the updated and amended Building Department Fee Guide attached hereto as Exhibit "A."

Section 3. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all action necessary to implement the Building Department Fee Guide and the purposes of this Resolution.

Section 4. Corrections. Conforming language or technical scrivener-type corrections may be made by the Town Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, and/or Building Department Fee schedules or guides, in conflict herewith or with HB 803, are repealed to the extent of such conflict and replaced with the Building Department Fee Guide attached hereto as Exhibit "A."

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner David Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Town Attorney, Weiss Serota Helfman Cole & Bierman, P.L

Town of Surfside Building Permit Fee Study
Executive Summary

Overview

The Town of Surfside engaged JRD & Associates (JRD) to evaluate the Building Department's (Department) permit fee structure and develop an updated methodology that reflects recent changes in Florida law, the Town's cost of providing permit-related services, and the operational effort associated with reviewing, processing, and issuing permits. A key driver of the study was House Bill 803 (HB 803), which affects the use of construction value as a basis for certain building permit and inspection fees and includes requirements related to permits utilizing private providers. The Bill was signed into law in May 2026 by the Governor. The fee study also provides the Town an opportunity to simplify its fee schedule, improve transparency for applicants and Town staff, and align individual fees more closely with the level of effort required to provide each service.

JRD's objective was to develop a building permit fee structure that reflects the Town's actual and fully burdened cost of providing services; aligns fees with the effort associated with those services; utilizes square-footage-based and flat-fee methodologies where appropriate; and results in a fee schedule that is concise and easier to understand and administer. The analysis also considered the relationship between cost recovery and the potential revenue impacts associated with transitioning to a new fee structure.

Methodology and Approach

JRD conducted a comprehensive review of the Town's existing building permit fees, operating costs, permit activity, and historical charging methodology. The analysis included review of residential and commercial permit activity for the past three fiscal years, including available information on construction value, square footage, project type, and fees charged. JRD also evaluated the impacts of HB 803, and calculated the Building Department's fully burdened hourly cost of providing permit-related services.

For major construction categories, JRD evaluated representative permit activity and the relationship among project size, construction value, and historical permit fees. This analysis was used to transition appropriate fees away from a value-of-construction methodology and toward a square-footage-based methodology. For other permit and service categories, JRD developed flat fees based on estimated staff level of effort and the fully burdened hourly rate. This approach is intended to more directly connect the fee charged with the resources required to provide the applicable service. The proposed schedule therefore uses a combination of square-footage-based fees and flat fees depending on the nature of the permit or service.

Fully Burdened Hourly Rate

Using the Town's FY 2027 Department adopted budget of $2,396,348, including personnel, operating, and non-operating expenses and the Department's personnel count, JRD calculated the Department's fully burdened hourly cost at approximately $100 per hour. This rate provides a common cost basis for establishing flat fees for services where the required level of effort can be reasonably estimated.

Private Provider Analysis

The study also incorporates the effect of private-provider permitting on Town workload and revenue. JRD developed allocations for the administrative, plans review, and inspection components of the Department's costs so that fee reductions for private-provider permits can reflect the functions no longer performed by Town staff, while retaining the portion of the fee attributable to services that the Town continues to provide.

Proposed Fee Structure and Revenue Impact

Based on the analysis described above, JRD and the Town have developed a proposed fee structure that transitions major residential and commercial construction permits to square-footage-based fees while establishing flat fees for other permit and service categories based on the estimated level of effort required to provide the service.

The proposed square-footage-based fees for Commercial New, Commercial Remodel, Residential New, and Residential Remodel are summarized below. These fees are inclusive of the expenses associated with building, structural, and MEP plan reviews and inspections, as well as all clerical and management activities related to issuing a permit.

Permit Type	Fee per Square Foot
Commercial New	$5.00
Commercial Remodel	$4.00
Residential New	$5.00
Residential Remodel	$4.00

The proposed fee structure, including these and other associated fees, is projected to generate the necessary revenue to cover all Departmental expenses.

Building Department

Fee Guide

Effective

RESOLUTION

BUILDING DEPARTMENT MISSION: We are dedicated to serving the public by the efficient and effective supervision of construction, business, professional and personal activities to safeguard the public health, safety and general welfare of the Town's residents and visitors by enforcing the Florida Building Code and the Town Code of Ordinances.

The Town of Surfside Building Department seeks to provide the very best service to our customers and for our residents and citizens as reflected in our mission statement.

The Town of Surfside is guided by the Florida Building Code, and building permits are required for any construction work conducted in the Town. All building permits must be processed through the Town of Surfside Building Department. The permitting process begins with the review of plans and may end with a Final Approved Inspection, a Certificate of Occupancy, or a Certificate of Completion.

Section 1 - All Permits

All permits are assessed the following fees:

Description	Fee
Up Front Fee	
Percent of estimated permit fee	30%
Employee training, education, safety, and technology procurement and implementation for service enhancement surcharge is 6% of each building permit fee.	6% of every building permit fee
Pursuant to Florida Statutes § 553.721, in order for the department of business and professional regulation to administer the Florida Building Code, there is created a surcharge to be assessed at the rate of 1.0 percent of the permit fee associated with enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2.00.	1% of the permit fee for enforcement of Florida Bldg. Code.
Pursuant to Florida Statutes § 468.631, the building code administrator's and inspector's fund shall be funded through a surcharge to be assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2.00.	1.5% of permit fee for enforcement of Florida Bldg. Code
Pursuant to Miami-Dade County Code Section 8-12(e), a surcharge to building permits for County code compliance program, per $1,000 of work valuation.	5% of the permit fee
Sanitation surcharge for all building, electrical, plumbing, mechanical, demolition permits, 0.30% of estimated cost of project:	0.30% of job value
Minimum	$15.00
Maximum	$1,530.00
Other Fees	
A separate fire safety, public works and/or zoning review fee associated with the building permit process shall be charged as outlined in this guide, where applicable. See department fee sections.	
Interest and collection fees shall be charged for unpaid amounts (fees) due.	
Documents. Requests for copies of building department records, inspection reports, logs, or similar documents maintained by the building department will be charged a fee as specified in subsection 14-61(d) of this guide.	
Pursuant to Town Code Sec. 14-28, an applicant for a building permit shall be required to provide parking on site for those assisting with the subject improvements subject to a construction parking plan (CPP) and pay the CPP permit fee.	$144.00

Section 2 - Building Permits

Description	Base Fee
New Construction Minimum Permit Fee (Residential/Commercial)	$150/200
Alterations Minimum Permit Fee (Residential/Commercial)	$150/200
New Construction Commercial	$5.00 per.sq.ft
New Construction Residential	$4.00 per.sq.ft
Alterations Commercial	$4.00 per.sq.ft
Alterations Residential	$4.00 per.sq.ft
Roof (all roof types re roofs and repairs)	$0.30 sq.ft
Kitchen Remodel (Residential Condo)	$600
Bathroom Remodel (1 or 2)	$600
Bathroom Remodel (3+)	$800
Hot Tub	$400
Driveway Residential	$400
Demolition (All Structures)	$500
Fence (Wood, Chain Link, Aluminum)	$500
Pool Only (Residential)	$900
CBS Fence/Wall	$600
Shutters	$400
Non-Electrical Sign (Per Sign)	$400
Window/Door Replacement (Residential)	$300
Window/Door Replacement (Commercial First Unit)	$300
Each Additional Unit	$200
Seawall New	$1400
Seawall Repair	$700
Planning review fee for a building permit shall be assessed at .75% of the cost of construction. Minimum Planning permit fee is $75.00	

Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable
These sub-types are assessed these fees: New Construction, Marine, or Driveway/Approach
Public Works review fee shall be assessed at .75% of the cost of construction. Minimum Public Works permit fee is $75.00
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable

Public Works Department Fees Associated with the Building Permit Process
Following sub-types are assessed these fees: New Construction / Marine / Driveway/Approach
Public Works review fee shall be assessed at .50% of the cost of construction. Minimum Public Works permit fee is $75.00
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable

Planning Department Fees Associated with The Permit Process
Planning review fee shall be assessed at .75% of the cost of construction. Minimum Permit Fee for Planning permit is $75.00
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable
Planning review fee shall be assessed at .75% of the cost of construction. Minimum Permit Fee for Planning permit is $75.00
Employee training, education, safety and technology enhancements and other surcharge will be assessed consistent with subsection 14-29 (dd) and (ee), as applicable

Section 3 - Electrical Permit Fees

Description		**Base Fee**
Minimum Electrical Permit Fee	Commercial	$200
	Residential	$150
	Commercial Alteration	$4.00 per.sq.ft
	Commercial New	$5.00 per.sq.ft

New Electrical Service Residential	$300
New Electrical Service Commercial	$600
EV Charger (Residential)	$300
EV Charger (Commercial)	$700
Misc. Electric Pumps (Per Pump)	$300
Electric Sign (Per Sign)	$600
Temp For Test	$300
Temp For Construction	$400

Section 4 - Mechanical Permit Fees

Description		**Base Fee**
Minimum Mechanical Permit Fee.	Commercial	$200
	Residential	$150
	Commercial Alteration	$4.00 per.sq.ft
	Commercial New Construction	$5.00 per.sq.ft
	Residential New Construction	$5.00 per.sq.ft
	Residential Alteration	$4.00 per.sq.ft

A/C Change out (Residential)	$300
A/C Change out (Commercial Per Unit)	$600
Annual Inspection for Boilers	$318
Boilers and pressure vessels (as defined in the ASME Boiler and Pressure Vessel Code) - Installation permit fees, including initial inspections and certificate; does not include installation or connection of fuel and water lines.	

Section 5 - Plumbing Permit Fees

Description		**Base Fee**
Minimum Plumbing Fee	Commercial	$200
	Residential	$150
Permit Fee	Alteration Commercial	$4.00 per.sq.ft
	New Commercial	$5.00 per.sq.ft
Backflow Preventer		$300

Pool Heater	Residential	$300
	Commercial	$700
LP Gas System		$700
LP Gas Tank		$700
Residential Piping Repair		$300

Section 6 - Temporary and Special Event Permit Fees

Description	**Base Fee**
Temporary Platforms for public assembly, first approval	$184.00
Temporary Bleachers for public assembly, first approval	$184.00
Temporary Platforms or Bleachers for public assembly, re-approval	$124.00
Tents – excluding electric and plumbing, per tent:	
Up to 1,000 square feet per tent	$184.00
Per tent/Each additional 1,000 square feet over 1,000	$62.00
Temporary Structure/Trusses/Statues/Each Shed (no electric or plumbing)	$184.00
Temporary Chiller	$608.00
Temporary Generator	$608.00
Construction Trailer, per trailer [Base Fee + 2.3% of value/cost (L+M)]	$608.00
Office Trailer, per trailer [Base Fee + 2.3% of value/cost (L+M)]	$608.00
Temporary Power for Construction	$366.00
Electric Sign (Per Sign)	$600
New Meter	$300
Temporary Power for Test	$244.00
Temporary Multi-seat Toilet Trailer, per trailer	$124.00
Temporary Individual Toilet, per event	$62.00
Electrical Installation – Small events (1-10 tents, bleachers, stages, and other structures)	$305.00
Electrical Installation – Large events (more than 10 tents, bleachers, stages, and other structures)	$608.00
Mechanical Installation – Small events (1-10 tents, bleachers, stages, and other structures)	$305.00
Mechanical Installation – Large events (more than 10 tents, bleachers, stages, and other structures)	$608.00

Plumbing Installation – Small events (1-10 tents, bleachers, stages, and other structures)	$305.00
Plumbing Installation – Large events (more than 10 tents, bleachers, stages, and other structures)	$608.00

Private Providers	
*For Private Provider permits, the admin percentage will be applied to and subtracted from the total permit fee. The remaining fee will be discounted at the appropriate percentage below.	
Administration Fee	61.26%
Plans Examiners and Inspectors	38.74%
Private provider used for just inspections services	25%
Private provider used for plan reviews and inspections services	50%

Section 7 - Certificate of Occupancy & Completion Fees

Description	Fee
Certificate of Occupancy	
Residential Units H30A and H30B, per Unit	$400.00
All occupancies except H30A and H30B residential units per square foot	$0.07
Minimum fee for certificates of occupancy except H30A and H30B	$400.00
When a temporary certificate of occupancy or completion has been issued and the fee has been paid, the fee for a final certificate of occupancy or completion is $100	$100.00
Temporary Certificate of Occupancy or Completion	
100% of final certificate of occupancy or completion and letter of final completion fee plus the cost of any additional required inspections. Additional required inspections will be charged based on actual time spent on inspection, per period as set by the Building Official.	$400.00
Extension of temporary certificate of occupancy or completion, per period as set by the Building Official. Percent of final certificate of occupancy or completion fee:	100%

Section 8 - Miscellaneous Fees

Description	Fee
Change of Contractor	$124.00
Change of Architect or Engineer	$124.00

Expedited Plan Review and inspection fee - Upon request from the applicant, the Department may schedule an expedited plan review by Department staff.	$405~~$305~~/ review or inspection requested
Recertification - per building	$500
Building Official approval of 60-day extension for building recertification	$1,000
New inspection report fee if recertification not completed within 90 days of building's due date	$1,500
Untimely Annual Maintenance Log Submission (After Notice + 30 days)	$100/day

Records Requests / Lost plans and permit card fee:	
Lost permit card, Fee per required signature	$100.00
The cost per page reproduced:	
Letter (8 ½ x 11), Legal (8 ½ x 14), single-sided, per page	$0.25
Letter (8½ x 11), double-sided, per page	$0.50
Ledger (11 x 17)	$1.00
Documents on Compact Discs (CDs) / Flash Drive	$10.00
Certified documents (letter or legal)	$1.00/page
Notary Fee	$25.00
Reproduction of documents beyond legal	Town cost
Additional cost of labor will be charged if the nature or volume of the records request exceeds half an hour. An estimate will be provided to the requestor for approval and payment prior to the commencement of work.	
Inspection Fees	
Initial Inspection	$0.00
Re-inspection Fee	
In compliance with F.S. 553.80(2)(c), any inspection after initial inspection, shall be charged a fee of four times the amount of the fee imposed for the initial inspection or first reinspection, whichever is greater, for each such subsequent inspection.	$104.00
Extension of permits	
One-time request for building permit extension (permit must not be expired)	$124.00
Additional request for building permit extension (permit must not be expired): 50% of building permit fee line item only.	50% of the building permit fee line only

Renewal of expired permits	
New or renewed permits for expired, revoked, and nullified or voided permits. A fee of 25 percent of the original permit fee, plus an additional processing fee equivalent to the minimum permit fee of the permit type being renewed, shall be charged for a renewal under these circumstances. No additional fees for outside agency line items will be imposed. Issued permits with no activity for 180 days, will be assess the same fees listed in this section.	25% of original permit fee plus a processing fee equivalent to the minimum permit fee

Plans Re-review fee	
First and second re-review	$0.00
Plans re-review fee. Pursuant to the Florida Building Commission, and in compliance with F.S. § 553.80(2)(b), when extra plans reviews are due to the failure to correct code rejections specifically and continuously noted in each rejection, each time after the third such review that plans are rejected for the same code rejections, a fee of $255.00 per discipline shall be attributed to plans review	$350.00
Administrative processing fee for all supplementary processes and permits or work not identified in this guide.	$62.00
Minor revisions: 1 to 5 pages	$244.00
Minor revisions: 6 to 35 pages	$627.00
Major revisions: over 35 pages	$25.00/page
Waiver of Plat / Unity of Title Letter	$500.00
Application for Subdivision	$3,500.00
Zoning Verification Letter	$1,000.00
General Building Permit (Zoning / After Fact / Landscaping)	$250/$500/$750
Site Plan Approval H30C/H40/SD-B40	$10,000.00
Site Plan Approval H120	$25,000.00
Site Plan Amendment	Same as Above
Presentation to P&Z Board (New Construction – Detached, Single Family)	$5,000.00
Presentation to P&Z Board (Addition, Alteration – Detached, Single Family)	$1,000.00
Presentation to P&Z Board (Signs/Façade – SD-B40/H40/H30C/H120)	$1,000.00
Presentation to P&Z Board (Variance – Detached, Single Family)	$5,000.00
Presentation to P&Z Board (Variance – All Others)	$15,000.00
Regulation Change (Zoning / Comp Plan)	$7,500.00
	$600

Fees not contemplated herein are at the discretion of the Building Official

Refunds

The fees charged pursuant to this schedule of the Town Code, provided the same are for a permit required by Section 105.1 of the Florida Building Code, may be refunded by the Building Official subject to the following:

1. No refunds shall be granted on requests involving:
    a. Minimum permit fees and upfront fees
    b. Permits for which plans review has commenced or inspections performed
    c. Permits revoked by the building official under authority granted by the Florida Building Code
    d. Permits canceled by court order
    e. Permits which have expired
    f. Permits under which work has commenced as evidenced by any recorded inspection having been made by the Town, unless the refund is due to an overcharge by the Town
    g. No refund shall be provided after 90 days of the issuance of a permit.
2. A full refund shall be granted to a permit holder who takes out a permit covering work outside the jurisdictional inspection area.

Permits under which no inspections were performed are entitled to a 50 percent refund of the building permit fee line item only if requested within 90 days of permit issuance. No refund shall be provided after the 90 days expires.

IMPORTANT: The Town is not responsible for permits pulled in error. It is the Applicant's responsibility to manage all features and subs accordingly. Permits applied for online under the incorrect category, that had to be recreated and have been repaid are subject to a cancellation fee that will be deducted from the total refund amount on the incorrect permit.








Building Permit Fee Assessment

November 10, 2026

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

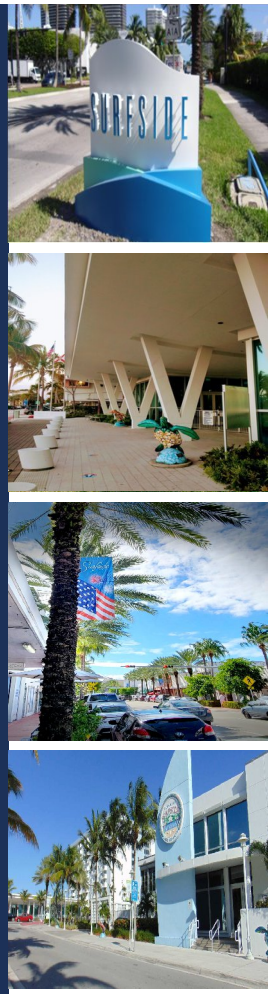
JRD & ASSOCIATES

Why Change Fees Now?

The Town is updating its building permit fee structure in response to recent State of Florida legislative changes, including HB 803, which eliminates the use of construction value as a basis for certain permit and inspection fees and further affects private provider requirements.

This update also provides an opportunity for the Town to:

- Reassess the Town's actual level of effort and fully burdened cost of providing permit-related services
- Simplify the fee schedule so it is easier for customers and Town staff to understand and administer
- Support appropriate cost recovery while considering potential impacts to permit revenue



JRD & ASSOCIATES

Approach

To assess the Town's building permit fees and develop a proposed fee structure, JRD used the following approach:

- Assessed the impacts of recent State legislative changes
- Calculated the Town's fully burdened hourly cost of providing permit-related services
- Reviewed residential and commercial permit activity for the past three fiscal years, including construction value, square footage, project type, and fees charged
- Reviewed the existing building permit fee schedule and charging methodology







JRD & ASSOCIATES

Approach (Continued)

- Reviewed a representative sample of permits and associated fees for major permit types and calculated the average permit fee per square foot for each category
- Developed square-footage-based fees for residential and commercial construction and flat fees for select project types, where appropriate
- Developed a private provider discount methodology for permits where private providers are used for inspections and plan reviews







Fully Burdened Hourly Rate

JRD calculated the Town's fully burdened hourly cost. The resulting rate reflects the average hourly cost of providing Building Department services.

Cost Description	FY 27 Proposed Fully Burdened Cost
Personnel Cost	$1,536,377
Operating Expenses	$603,219
Non-operating Expenses	$256,752
Total	**$2,396,348**

FTEs	11.75
Hours	2,080
Fully Burdened Hourly Cost	**$98.05**



JRD & ASSOCIATES

Recommended Fees

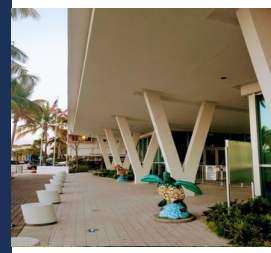
Fee Description	Proposed Fees
Commercial New	$5.00/SF
Commercial Remodel	$4.00/SF
Residential New	$5.00/SF
Residential Remodel	$4.00/SF
Roof (all roof types. For reroof and repairs)	$0.30/SF
Kitchen Remodel (residential, condo)	$600
Bathroom Remodel (1 or 2)	$600
Bathroom Remodel (3+)	$800
Hot Tub	$400
Driveway Residential	$400
Demolition (all structures)	$500
Fence (wood, chain link, aluminum)	$500
Pool Only (Residential)	$900
Pool Only (Commercial)	$900
CBS Fence/Wall Residential	$600
Shutters	$400
Non-Electrical Sign (per sign)	$400
Window/Door Replacement (Residential)	$300

Fee Description	Proposed Fees
Window/Door Replacement (Commercial - First Unit*)	$300
Per additional unit*	$200
A/C Changeout Residential	$300
A/C Changeout Commercial (per unit*)	$600
New Meter	$300
Electric Sign (per sign)	$600
Miscellaneous Electrical Pumps (per pump)	$300
New Electrical Service Residential	$300
New Electrical Service Commercial	$600
EV Charger Residential	$300
EV Charger Commercial	$700
Backflow Preventer	$300
Pool Heater Residential	$300
Pool Heater Commercial	$500
LP Gas System	$700
LP Gas Tank	$700
Residential Piping Repair	$300
Commercial Piping Repair	$400
Seawall Repair	$700
Seawall New	$1,400
Minimum Fee	$200

*Refers to Condo or Other Commercial Unit

Private Provider Discount:	
Admin	61.26%
Plans Examiners and Inspectors	38.74%









JRD & ASSOCIATES

HB 803 Fee Impact

(b) If a fee ~~an~~ owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The permit fee must be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with this section. The local jurisdiction may not charge fees for plans review or building inspections if the fee owner or the fee owner's contractor hires a private provider to perform such services. The local enforcement agency may not charge punitive administrative fees when a fee owner has chosen to work with a private provider; ~~however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both~~.

(c) If a fee ~~an~~ owner or the fee owner's ~~a~~ contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure. Access to these documents must be promptly provided.

(d) If a fee owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services for a commercial construction project, the local enforcement agency must reduce the permit fee by at least 25 percent of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If the fee owner or the fee owner's contractor retains a private provider for all required plans review and building inspection services, the local enforcement agency must reduce the total permit fee by at least 50 percent of the amount otherwise charged for such services. If the local enforcement agency does not reduce such fee by at least the percentages provided in this paragraph, the local enforcement agency forfeits the ability to collect any fees for the commercial construction project. The surcharge required by s. 553.721 must be calculated based on the amount of the reduced permit fee. This paragraph does not prohibit a local enforcement agency from reducing a permit fee in excess of the percentages provided in this paragraph.









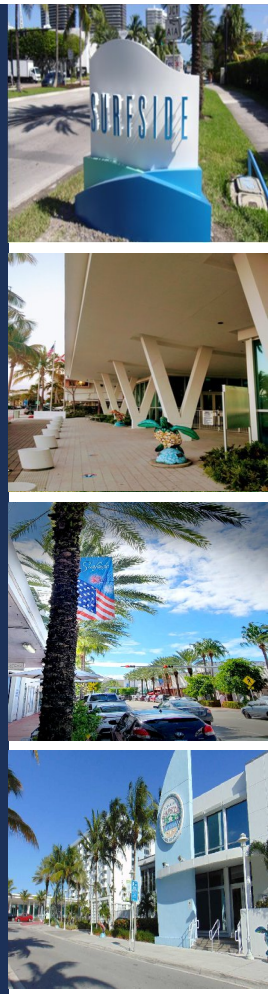
JRD & ASSOCIATES

Private Provider Discount Example

Sample Calculation:

- 20,000 SF New Commercial Building
- Fee Basis: $5/SF
- Base Permit Fee: $100,000
- Administration Fee: 0.6126 * $100,000 = $61,260
- Remaining Fee: $38,740

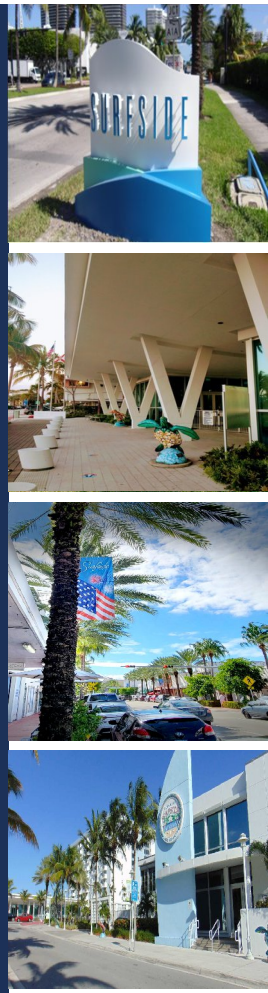
Both Plans Examiner and Inspector Private Providers	Either Plans Examiner or Inspector Private Providers
Private Provider Discount: 0.50 * $38,740 = $19,370 City would keep $80,630 of $100,000 base permit fee	Private Provider Discount: 0.25 * $38,740 = $9,685 City would keep $90,315 of $100,000 base permit fee



JRD & ASSOCIATES

Current vs. Proposed Fee Comparison Examples

Permit Type	Square Footage	Current Permit Fees Paid	Proposed Permit Fees Paid
Commercial New	22,267	$167,356	$111,337
Commercial Remodel	607	$19,000	$2,428
Residential New	3,979	$18,115	$19,895
Residential Remodel	3,155	$2,840	$12,620



JRD & ASSOCIATES

Questions?









JRD & ASSOCIATES

Town of Surfside
Regular Town Commission Meeting
November 10, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 7A.
Date: November 10, 2026
From: Sandra N. McCready, Acting Town Manager
Subject: Town Manager Report

Suggested Action: – Town Administration recommends approval of this item.

TOWN OF SURFSIDE

Office of the Town Manager
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1099



Design Awards 2026

96th Street Park Celebrates AIA Detroit Design Award Recognition!

We are honored to have 96th Street Park recognized among this year's award-winning projects! Congratulations to everyone who played a part in bringing 96th Street Park to life!

Town Manager Report

November 10, 2026

Prepared by: Sandra N. McCready
Acting Town Manager

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TOWN CLERK

The mission of the Town Clerk's Office is to ensure effective functioning of the Town's governance process while concurrently maintaining quality customer service to members of the public, Town Commission and Town staff by utilizing the best possible technological solutions to provide accessible information including access to the Town's official records, archives, and the Town Commission agenda.

Team: Sandra N. McCready**, Town Clerk**
Genesis Guevara**, Deputy Town Clerk**
Angie Alcala**, Records Technician/Assistant to Clerk**

PUBLIC RECORDS REQUESTS

2025
1,096

2026	
MONTH	**# Public Records Requests (PRR)**
January	77
February	104
March	425
April	613
May	109
June	142
July	103
August	138
September	124
October	93

October 2026

ACTIVITIES	AMOUNT
Board Meetings Attended	4
Commission Meetings Attended	2
Public Notices Issued	14
Meetings Transcribed	6
RFP/RFQ Issued	0
Ordinances Published	0
Resolutions Published	14
Elections Conducted	0
Special Master Hearings Attended	1

HUMAN RESOURCES

The Human Resources Office provides effective human resources management by developing and implementing policies/procedures, programs and services to attract, develop, motivate and retain a diverse workforce while embracing diversity and inclusiveness as a core value. The Human Resources element of the Executive Department is responsible for personnel matters such as recruitment, compensation, employee relations, benefits and labor relations.

HR Team: Marisol Vargas, **HR Director**
Yolanda Menegazzo, **HR (Consultant)**

The following are the current vacancies within the Town:

OPEN POSITIONS – OCTOBER
Town Planner
Public Works Director
Assistant Public Works Director
Accountant I
Maintenance Worker I – Public Works
Maintenance Worker II – Parks & Recreation
Parking Enforcement Officer
Head Lifeguard
Certified Police Officer
Communications Operator
Division Manager – Water & Wastewater

October Human Resources Activities and Accomplishments

- Conducted a comprehensive review and revision of the Employee Handbook and Personnel Policies.
- Managed the 2026–2027 Open Enrollment process, including benefit plan online setup, enrollment administration, renewal rates, and employee payroll deductions.
- Entered and coordinated health insurance and other benefit deductions for the new plan year.
- Entered compensation changes (Merit) for the new fiscal year.
- Coordinated the Town-wide performance evaluation process, ensuring evaluations were completed, reviewing evaluations for fairness and consistency, and providing management guidance regarding employees requiring performance improvement.

- Conducted a departmental conflict resolution session and provided employee-relations support.
- Reviewed ADP/HRIS options and transition requirements for payroll, benefits, timekeeping, recruiting, and other HR functions.
- Supported efforts to fill vacancies through external recruitment and internal promotion processes.
- Launched the scanning and digitization project for HR personnel files to improve recordkeeping and accessibility.
- Initiated the Town's compensation study, including compilation and review of employee, position, FLSA, tenure, and compensation data.
- Provided ongoing HR consultation and support related to policies, benefits, compensation, payroll, employee relations, compliance, and workforce administration.

BUILDING DEPARTMENT

The Building Services Department provides a full range of services to the residents and commercial property developers of the Town with the aim of ensuring that all buildings and other regulated structures do not pose injury and/or death hazards in any reasonably predictable environment (sunshine to hurricane). In addition to reducing risks to life, the Department seeks to minimize risk to property. Reducing hazards through compliance with State of Florida Building Code and appropriate Federal agencies ensures that insurance discounts are received, and code-compliant buildings are completed.

Team:	Manuel "Manny" Salazar **– Building Official**
	Rony Jean, **Supervisor – Permits**
	Randy Courtois, Administrative Support
	Sofia Valdes, Permit Tech I
	Julia Rajkumar, Permit Tech I
	Naylin Clara Castillo, Permit Tech I
Building/Roofing:	Ulises Fernandez
Building/Structural:	Ricardo "Rick" Aller
Electrical:	Candelario Martinez
Mechanical:	Jan Perez
Plumbing:	Roberto Conde
Structural/Multi-Family:	Adolfo Gonzalez
Planning/Zoning:	Scarlet Hammons, The Corradino Group

ACTIVITY	MONTHLY AMOUNT
Building Permits Issued	139
Inspections Performed	353
TCO/CO/CC Issued	4
Gross Revenue Generated	**$191,396.30 (FY2026)**

CODE COMPLIANCE DIVISION

The Code Compliance Division's mission is to fairly and consistently enforce the Town of Surfside Code of Ordinances. The Division strives to promote and protect the health, safety, welfare, and quality of life for residents and businesses of the Town of Surfside.

Team: Carmen Santos-Alborna, **Code Compliance Director**
Emmanuel Santana, **Code Officer**

OCTOBER 2026

ACTIVITY	MONTHLY AMOUNT
OPENED SEPTEMBER 2026	78
CLOSED SEPTEMBER 2026	86
CASES SCHEDULED FOR HEARING BEFORE SPECIAL MAGISTRATE	9
INSPECTIONS	49

MONTH	# CASES / FEES COLLECTED	FEES COLLECTED
JANUARY	6	$4,801.05
FEBRUARY	10	$20,301.05
MARCH	7	$6,926.05
APRIL	14	$16,931.37
MAY	9	$111,225.34
JUNE	8	$8,850.00
July	4	$10,275.00
August	2	$1,825.00
September	6	$11,301.02
October	10	$17,301.05
YEAR TO DATE (YTD) FEES COLLECTED – FY2026: $209,736.93		

PARKS & RECREATION

The Town of Surfside Parks & Recreation Department is where the fun happens. Where Surfside's families learn to swim, brush up on their tennis skills, meet new friends and get to know their neighbors. We provide recreational and leisure opportunities to build a strong sense of community while increasing the social, cultural, and physical well-being of the residents and to be innovative in the programming needs of the community.

Team: Rodolfo Perez, **Director**
Carlos Malvarez, **Assistant Director**
Jorge Galdo Jr., **Manager**

STAFF DIRECTORY
5 Coordinators/Supervisors/CSR
21 Lifeguards / **8** Recreation Leaders / **4** Custodians/Maintenance

Aquatics	**Recreation**
Marianella Luces – Aquatics Supervisor	Matthew Hudson – Asst. to Director
VACANT – Head Lifeguard	Matthew Castrorao – Coordinator
Tanya Friedman – FT Lifeguard	Alexander Villeda – Coordinator
Barbara Vasallo – FT Lifeguard	Shawn Walker – CSR
Leoner Reus – FT Lifeguard	Carlos Vina – Maintenance Worker II
Flor Hernandez – FT Lifeguard	VACANT – Maintenance Worker II
Nicolas Chaban – FT Lifeguard	Lucas Feinstein – Recreation Leader II
Carlos Agon – PT Lifeguard	Ian Dolan – Recreation Leader II
Ileana Garcia – PT Lifeguard	Kerline Fertil – FT Custodian
Ilan Luckow – PT Lifeguard	Pierre Prophete – FT Custodian
Raidel Orama – PT Lifeguard	Jesus Garcia Ramirez – FT Custodian
Jack O'Malley – PT Lifeguard	Marckenly Metayer – FT Recreation Leader I
Alejandro Zamora – On Call Lifeguard	Carolina Paz – PT Recreation Leader I
Daniel Cantero – On Call Lifeguard	Maya Chabanon – PT Recreation Leader I
Rodney Napoles – On Call Lifeguard	Jorge Almaguer – PT Recreation Leader I
Mauro Perez – On Call Lifeguard	Paloma Rodriguez – PT Recreation Leader I
Enzo Rodriquez – On Call Lifeguard	Jenny Frias – PT Recreation Leader I
Pablo Estrada – On Call Lifeguard	

Facilities Overview: Parks & Recreation oversees the following facilities:

- **Tennis Center/Pickleball:** Open from 7 am – 10 pm daily. Operates by reservation only. Programming hours are in place and have been adjusted to optimize availability.

- **Aquatic Facility:** The pool continues to operate with lap swimming registration required during all operating hours. Pool hours are adjusted monthly to maximize daylight. For November, the pool is open from 7:00 a.m. to 6:00 p.m.
  Main Pool Heater: The main pool heater will be turned on and will operate from November through May to maintain the pool temperature at 84 degrees.
- **Beach Lifeguard Tower:** Operational from 10:00 a.m. to 6:00 p.m. in November.
- **96th Street Park:** Now open daily from 8:00 a.m. to 9:00 p.m.
- **Kayak Launch & Playground:** Open daily from 8:00 a.m. to sunset.
- **Hawthorne Tot Lot:** Open daily from 8:00 a.m. to sunset
- **Paws Up Dog Park:** Open daily from 8:00 a.m. to sunset

Beach Chair Service*:** The daily Beach Chair Service, operated by Beach Time Max, is available exclusively to Surfside residents and operates in alignment with the Beach Lifeguard Tower hours (10:00 a.m. to 6:00 p.m. in November). ***Complimentary water service is also provided to residents. Residents must check in at the Community Center front desk before accessing the service. Each household is eligible for up to 2 beach chairs and 1 umbrella per day.

Vending Machines Stats: (Includes Community Center and 96th St. Park):

# Ice Creams Sold	# of Beverages Sold	# of Snacks Sold
JANUARY 2026		
432	120	536
FEBRUARY 2026		
447	147	513
MARCH 2026		
512	165	602
APRIL 2026		
607	123	542
MAY 2026		
550	191	629
JUNE 2026		
548	295	529
JULY 2026		
404	145	365
AUGUST 2026		
618	144	443
SEPTEMBER 2026		
190	120	240
OCTOBER 2026		
256	178	217

***Town School (Ruth K. Broad Bay Harbor K-8) Bus*:**

Surfside Shuttle Bus October Daily Counts		
Date	**Number of Kids (AM)**	**Number of Kids (PM)**
1st	**41**	**46**
2nd	**44**	**41**
3rd	**Weekend**	**Weekend**
4th	**Weekend**	**Weekend**
5th	**41**	**41**
6th	**36**	**40**
7th	**38**	**38**
8th	**40**	**45**
9th	**39**	**40**
10th	**Weekend**	**Weekend**
11th	**Weekend**	**Weekend**
12th	**36**	**31**
13th	**32**	**36**
14th	**39**	**33**
15th	**34**	**35**
16th	**38**	**40**
17th	**Weekend**	**Weekend**
18th	**Weekend**	**Weekend**
19th	**39**	**36**
20th	**37**	**39**
21st	**36**	**35**
22nd	**32**	**39**
23rd	**32**	**34**
24th	**Weekend**	**Weekend**
25th	**Weekend**	**Weekend**
26th	**31**	**33**
27th	**34**	**42**
28th	**44**	**34**
29th	**37**	**37**
30th	**32**	**32**

Parks & Recreation Enhancements

- The Community Center pool began its tile replacement project on October 26. The existing S-shaped design will be retained. Renovations will be completed in sections to ensure the pool remains open and fully operational throughout the duration of the work. The project is scheduled to be completed in late November.

- Interior renovations are underway at the Community Center to create a more welcoming atmosphere. Updates include painting the walls, replacing baseboards and cabinets, and adding new furniture to enhance the waiting area. The project is in progress and is expected to be completed by the end of the month.

Recent Events and Activities

Under the Stars Movie Night: Our first Movie Night Under the Stars at 96th Street Park was filled with fun, laughter, and community spirit! Thank you to everyone who joined us on Saturday, October 10th, for a special outdoor showing of *The Nightmare Before Christmas*. It was a pleasure seeing families, friends, and neighbors come together to enjoy a night of entertainment, complimentary popcorn, and refreshments. The smiles, excitement, and amazing turnout made our first movie night one to remember! # of Attendants: **93**

October Senior Trip: Our seniors enjoyed a wonderful day out at Actors' Playhouse, experiencing the thrilling live performance of *Jekyll & Hyde*! It was a fantastic afternoon filled with entertainment, laughter, and great company. Thank you to everyone who joined us and made this trip so enjoyable and memorable! We look forward to many more fun-filled outings with our seniors! # of Attendants: **20**

October Senior Brunch: Our seniors enjoyed a wonderful afternoon filled with delicious food, great conversation, and an exciting game of bingo. We were also pleased to welcome Miami-Dade Fire Rescue, whose team conducted wellness checks for our seniors and shared valuable information on healthy living and overall well-being. The gathering provided a wonderful opportunity for our seniors to connect, socialize, focus on their health, and create meaningful memories with friends. We appreciate everyone who joined us and look forward to welcoming you to our next senior gathering!

Spooky Spooktacular: Despite a little rain, our Halloween celebration at 96th Street Park was a fantastic evening filled with fun, laughter, and festive activities! Families enjoyed games, entertainment, the spooky maze, and our pumpkin patch, making memories along the way. A big thank-you to all our residents, hotel guests, and everyone who helped make this event such a success. A little rain didn't stop us from having a frightfully fun time! # of Attendants: **1022**

A message from the Parks & Recreation Director…

Exciting things are coming!
Our Concession Stand is getting a soft makeover and will soon offer Sundries, Kosher items, snacks, and beverages!

Upcoming Events and Activities

Under the Stars Movie Night: Parks and Recreation is excited to announce the Second Movie in our "Under the Stars" series at the 96th Street Park. The featured film, *Space Jam*, is scheduled for Saturday, November 7th, 2026, at 7:30 p.m. Residents and hotel guests are invited to enjoy this family-friendly evening under the stars. Popcorn and Refreshments will be provided.

Veterans Day Ceremony: The Town of Surfside will host its annual Veterans Day Ceremony on Wednesday, November 11th, 2026, at 10:00 a.m. at Veterans Park (8750 Collins Avenue). This meaningful event honors and recognizes the bravery and service of all veterans, bringing the community together in remembrance and gratitude.

November Senior Brunch: The November Senior Brunch is scheduled for Friday, November 13th, 2026, from 11:00 a.m. – 1:00 p.m. The event will feature a buffet-style meal and a few fun rounds of bingo for participants to enjoy.

November Senior Trip: The November Senior Trip is scheduled for Wednesday, November 18th, 2026, from 10:00 a.m. to 4:00 p.m. This month, seniors will enjoy a special outing to the beautiful Fairchild Tropical Botanic Garden! Participants will have the opportunity to explore the stunning gardens, admire the tropical plants and breathtaking scenery, and enjoy a relaxing day surrounded by nature. Guests can also take a break and enjoy lunch at the Garden's Café. This trip promises a wonderful opportunity to socialize, unwind, and create lasting memories with friends. Join us for a refreshing and enjoyable day at one of South Florida's most beautiful botanical destinations!

Under the Stars Movie Night: The Parks and Recreation Department is excited to present the next movie in our Under the Stars series at 96th Street Park. The film will be shown on Saturday, December 5th, 2026, at 7:00 p.m. Residents and hotel guests are invited to enjoy this festive, family-friendly evening under the stars. Popcorn and refreshments will be provided.

December Senior Brunch: The Senior Brunch is scheduled for Friday, December 11th, 2026, from 11:00 a.m. to 1:00 p.m. Join us for a festive buffet-style meal filled with holiday cheer, good company, and a few fun rounds of bingo to celebrate the season together.

Winter Wonderland: Join us for Surfside' s annual Winter Wonderland celebration on Sunday, December 13th, 2026, from 10:00 a.m. to 1:00 p.m. at 96th Street Park. This magical holiday event is open exclusively to Surfside residents and hotel guests. Enjoy a festive morning filled with holiday-themed activities, cheerful entertainment, winter treats, and plenty of seasonal fun for the whole family!

Family Fun Day: Join us for Surfside' s 23rd Annual Family Fun Day on Sunday, January 24th, 2027, from 1:00 p.m. to 4:00 p.m. at our 96th Street Park. This beloved community tradition is open exclusively to Surfside residents and hotel guests and will feature exciting activities, entertainment, and fun for all ages. Don't miss this perfect opportunity to celebrate the new year with family, friends, and neighbors!

COMMUNICATIONS DEPARTMENT

The Communications Department's mission is to build strong connections between Surfside residents, elected officials, and the broader community through strategic communication and innovative marketing initiatives. Its objective is to enhance the quality of life in Surfside by providing timely, informative content that educates, engages and empowers residents. As the primary bridge between Town Administration and its citizens, the department ensures transparency, accessibility, and unity within our community, promoting active civic engagement and celebrating Surfside's unique heritage. Through innovative partnerships and implementing forward-thinking strategies, the department strives to position Surfside as a model of effective governance and vibrant community participation.

Team: Cindy Reyes Arboleda, **Director**

In **October 2026**, the Communications Department continued to serve as the Town of Surfside's strategic communications and creative hub, delivering coordinated public information campaigns, strengthening interdepartmental collaboration and expanding digital engagement. Through multimedia storytelling, emergency communications, community outreach and proactive promotion of municipal initiatives, the Department supported significant leadership milestones, public safety priorities, infrastructure improvements and a robust calendar of community programming.

Among the month's accomplishments, the Town reached **4,000 Instagram followers through sustained organic growth** and launched a Florida City Government Week video initiative featuring **28 residents and Town employees sharing why they love Surfside**. These milestones demonstrate the Department's continued commitment to authentic storytelling, civic engagement and strengthening the Town's digital presence.

Town Manager's Office

- Produced and finalized the 24-page November 2026 Surfside Gazette, featuring Town Commission accomplishments, infrastructure improvements, public safety initiatives, employee recognitions and upcoming community programming.
- Led communications for Florida City Government Week, Oct. 19-25, producing a community-centered video campaign featuring 28 residents and Town employees sharing why they love Surfside. The initiative elevated authentic community voices, celebrated civic pride and reinforced connections between residents and local government.

- Promoted the Oct. 22 Mornings with the Mayor gathering, highlighting opportunities for residents to engage directly with Mayor Shlomo Danzinger, elected officials and Town management.
- Announced the appointment of Finance Director Isabel Blanco Rangel, highlighting her more than 20 years of experience in financial management, municipal government and higher education.
- Developed promotional communications for the Alzheimer's Association Walk to End Alzheimer's on Nov. 21, encouraging residents and Town employees to participate alongside Commissioner Gerardo Vildostegui.
- Coordinated the Spookiest Surfside House Contest promotional campaign, engaging residents and local business partners through a seasonal community initiative supported by donated prizes.
- Promoted the upcoming Surfside Bike Bus initiative, highlighting collaboration between Commissioner Gerardo Vildostegui and the Police Department to encourage safe, active transportation to school.
- Advanced promotional planning for the Nov. 24 Mayor's Breakfast Club

Police Department

- Led promotional communications and coverage for the Oct. 16 swearing-in ceremony of Chief Jay Matelis, recognizing his more than 24 years of law enforcement experience and advancement through the Surfside Police Department's leadership ranks.
- Coordinated communications for the Oct. 28 promotion of Marian Cruz from sergeant to major, highlighting her 22 years of law enforcement service, leadership accomplishments and charitable community involvement.
- Launched *Chat with the Chief*, a new video series featuring Chief Jay Matelis, designed to strengthen transparency, increase departmental visibility and encourage direct engagement with residents.
- Promoted and documented Coffee With Our First Responders at the Four Seasons Hotel at The Surf Club on Oct. 15, highlighting collaboration among Surfside Police, Miami-Dade Fire Rescue, elected officials and community stakeholders.
- Amplified the Police Department's Mobile DMV initiative, promoting convenient access to essential motor vehicle services through recurring visits to Town Hall every other month.
- Developed promotional content for Surf-Bal-Bay Community Night Out, highlighting regional law enforcement partnerships and positive interactions between officers and residents.
- Coordinated Breast Cancer Awareness Month messaging featuring Surfside Police officers wearing commemorative pink uniform patches.
- Promoted the Surfside Police Halloween Block Party, encouraging family participation and positive community-police interactions.

Parks and Recreation Department

- Delivered promotional communications for the Oct. 10 Movie Under the Stars presentation of *The Nightmare Before Christmas*, encouraging participation in family-friendly recreational programming.

- Promoted and documented the Town's annual Spooktacular Halloween celebration, highlighting seasonal activities, family entertainment and opportunities for community engagement.
- Amplified the Town's Senior Brunch, recognizing participation by Mayor Shlomo Danzinger, Surfside Police and Miami-Dade Fire Rescue while communicating the Commission's approval of year-round senior-focused programming.
- Highlighted the Oct. 14 senior excursion to Actors' Playhouse at the Miracle Theatre in Coral Gables, showcasing the Town's commitment to social enrichment and active aging.
- Produced recognition content celebrating lifeguards Barbara Vasallo and Leoner Corne for earning their Emergency Medical Technician certifications, emphasizing professional development and enhanced emergency preparedness.
- Recognized nine members of the Parks and Recreation Lifeguard First Responder Team during National First Responders Day on Oct. 28, highlighting their contributions to aquatic safety and emergency response.
- Coordinated public information notices concerning Community Center pool heater repairs, complimentary alternative swimming arrangements through Miami Shores and the pool deck tile replacement project.

Town Clerk's Office

- Developed and disseminated nonpartisan voter information for the Nov. 3, 2026, election, supporting public awareness of election dates, voting procedures and official election resources.
- Promoted and documented the Oct. 13 Town Commission meeting, including the Red Ribbon Week proclamation recognizing the PFC Bruce W. Carter MOH Young Marines and their commitment to youth development and drug prevention.
- Promoted the Commission's $3,000 sponsorship of Mentoring Miracles, supporting its Career Day initiative introducing local youth to careers in aerospace, engineering, science and technology.
- Highlighted the Town Commission's recognition of Surfside Public Works employees and Bay Harbor Islands personnel for their collaborative response to a water main emergency.

Public Works and Infrastructure

- Led resident communications during the Biscaya Island water main break, providing timely updates regarding service disruptions and restoration following emergency repairs.
- Issued King Tide and coastal flooding advisories, communicating anticipated conditions, safety precautions and potential impacts to low-lying areas.
- Coordinated traffic advisories and construction notices concerning scheduled lane closures along Collins Avenue, overnight infrastructure work and temporary road restrictions.
- Developed public notices concerning the 93rd Street and Byron Avenue sewer pump station, including construction-related impacts and traffic restrictions.
- Supported public awareness of the Town's dune restoration project and ongoing infrastructure improvements through Gazette coverage and digital communications.

Employee Recognition and Community Partnerships

- Celebrated National Custodial Workers Recognition Day on Oct. 2, recognizing nine custodial employees and providing special acknowledgment to Jose Acevedo for his contributions to beach maintenance.
- Highlighted Team Surfside's participation in Breast Cancer Awareness Month through coordinated employee recognition and public awareness content.
- Developed National First Responders Day communications honoring Surfside Police personnel and the Town's aquatic first responders, reinforcing appreciation for those who protect residents and visitors.

Digital Strategy, Social Media and Brand Stewardship

- **Reached 4,000 Instagram followers**, a significant milestone achieved through consistent organic growth, strategic content development and sustained community engagement.
- Expanded the Town's multimedia communications portfolio through original video production, leadership features, community testimonials and event coverage.
- Executed integrated digital communications supporting more than 20 distinct community events, public safety initiatives, employee recognitions, awareness campaigns and municipal announcements.
- Maintained active communications across Instagram, Facebook, Nextdoor, the Town website and other digital platforms, ensuring consistent messaging and accessible public information.
- Continued producing and distributing the Town's Weekly Digest, providing residents with consolidated municipal updates, community programming and important notices.
- Strengthened the Town's digital identity through cohesive branding, compelling visual storytelling and timely promotion of municipal accomplishments.

TOURISM DEPARTMENT

Surfside is one of only three municipalities in Miami-Dade County currently eligible by Florida State Law to impose a Resort Tax of four percent (4%) on accommodations and two percent (2%) on food and beverage sales as a source of revenue. Miami Beach and Bal Harbour are the other two municipalities with the same capability. This unique revenue-generating opportunity is also defined in the Town's Charter in Sec. 69-A.

Resort Tax. The Tourist Resort Tax Fund is a special revenue fund within the budget of the Town of Surfside. This means that the funds, like all special revenue funds, are collected from specific sources and dedicated to specific allowable uses. The Resort Tax Board Members, appointed by the Town's Commission, oversee the legal and appropriate use of these funds through the Tourism Director and the operations of the Tourist Bureau. The Tourist Bureau is responsible for promoting the Town's dining, shopping, lodging, recreation and beach to visitors nationally, internationally, and within the State of Florida. Attracting visitors from within the State of Florida, the nation, and internationally, including from Latin America, Canada, United Kingdom, and Israel.

Team: Frank Trigueros, **Director**

Azucar! Hispanic Heritage Month Concert a Big Success - The Resort Tax Board's inaugural Azucar Hispanic Heritage Month concert was a rousing success as visitors and residents gathered at 93rd Street beach for a high-octane performance. Produced by @beachsideevents, the concert featured a full Latin band with both male and female vocalists who captured the essence of Celia Cruz and belted out some of her most famous tunes including 'Quimbara." Observed annually Sept. 15 – Oct. 15, Hispanic Heritage Month highlights the culture and contributions of the Hispanic community in the United States. The event was spearheaded by Resort Tax Board Chair Eli Tourgamen.



November's Singerfest Postponed, Classic Rock Concert Added Nov. 15 – The second edition of Singerfest, scheduled for Nov. 15, has been postponed until further notice due to challenges securing one of the targeted Bashevis-Singer films for screening at the event. It will most likely be proposed again for the spring season. In its place, the Board is funding a second Music on the Beach concert with @beachsideevents, this time featuring Classic Rock. Join us Sunday, Nov. 15 at 4pm on the beach at 93rd Street.

Video Campaign Upcoming Shoots – @VisitSurfside's It's a Surfside Thing videos will continue showcasing the best of Surfside. Upcoming videos will focus on the Community Center and its amenities, as well as additional shops and establishments in the Harding Avenue business district. The goal is to feature a unique Town amenity open to Surfside hotel guests, as well as further highlighting the commercial district and its distinct offerings including fitness studios and specialty shops.

2027 MFF Film Screenings Set – The Resort Tax Board will partner once again with the Miami Film Festival to bring two beachside screenings to Surfside. On Feb. 21, the featured film will be "Eleanor the Great (PG-13)." On March 21, the selected film will be "The Sheep Detectives (PG)." Visitors and residents are welcome to attend free of charge and enjoy complimentary popcorn and snacks. Limited seating will be available, first come, first served.

POLICE

The Surfside Police Department has adopted a proactive policing philosophy and embraces its approach to developing community partnerships and problem-solving. Our employees are extremely proud of our tradition and are committed to public service and to ensuring the safety of our residents and visitors. We are dedicated to providing quality police service to our residents, businesses and tourists.

Team: Jose "Jay" Matelis, **Chief of Police**
Marian Cruz**, Major**

STAFF: 4 Sergeants / **2** Detectives / **19** Officers / **4** Communications Operators
4 Parking Officers / **3** CSAs / **2** Admins / 1 Reserve Officer

Rory Alberto – Sergeant	Lesmes Ruiz – Officer
Frank Colonna – Sergeant	Donovan Saffo – Officer
Alejandro Lorente – Sergeant	Micah Smith – Officer
Julio Torres – Sergeant	Jose Valino – Officer
Ronald Donoso – Detective	Samuel Villegas – Officer
Kemuel Gambirazio – Detective	Ana Chamorro – Communications Operator
Loxley Arch, III – Officer	Jose Dardon – Communications Operator
Lovenson Beaubien - Officer	Stephanie Kamer – Communications Operator
Tammy Campbell – Officer	Susie Sperbeck – Communications Operator
Bobby Gabriel – Officer	Christian Acosta – Parking Officer
John Gentile – Officer	Josue Castro – Parking Officer
Rafael Gomez, Jr. – Officer	Alexander Orduno – Parking Officer
Dianna Hernandez – Officer	William Perez – Parking Officer
Ariel Lage – Officer	Isabelle Dourbecker – CSA
Craig Lovelette – Officer	Felix Fermin – CSA
Bryant Luke – Officer	Donald Laurent – CSA
Joseph Matthews – Officer	Kimberlee Blecha – Executive Assistant
Sharon Perez-Rivera – Officer	Teresa Fernandez – Admin Aide
Ruben Ravelo – Officer	
Joshua Rosario – Officer Jose Pacheco – Reserve Officer	

Recruitment Efforts – The Town of Surfside is recruiting for a Communications Operator, a Parking Officer, and Certified Police Officers; those interested can find full details on the posting through the Town's Human Resources Department and are encouraged to reach out to them for more information.

A message from Chief Jose “Jay” Matelis to our Surfside Family:

Thank you, Town of Surfside, for trusting me to lead the brave men and women at the Surfside Police Department as the Chief of Police. It is an honor of a lifetime, and I am proud to serve the community.



"There is no exercise better for the heart than reaching down and lifting people up."

— John Holmes

Breast Cancer Awareness Month

Throughout October, the Surfside Police Department showed its support for Breast Cancer Awareness Month. Officers replaced their traditional uniform patches with pink ones, and the department's administrative staff wore special Surfside breast cancer awareness shirts.

According to the American Cancer Society, about 1 in 8 women in the United States will be diagnosed with breast cancer in her lifetime, and an estimated 2,670 men will be diagnosed in 2026. The Society recommends that women ages 40 to 44 have the choice to begin annual mammograms, women 45 to 54 get them every year, and women 55 and older switch to every two years or continue annually. Everyone, regardless of gender, should know how their breasts normally look and feel and report any changes to a health care provider right away. Anyone with questions about their personal risk should speak with their doctor.

The department thanks its officers and staff for their service and for helping raise awareness for this important cause.





Jose “Jay” Matelis Sworn in as Chief of Police

On Friday, October 16, 2026, Jose “Jay” Matelis was promoted from Interim Chief to permanent Chief of Police and officially sworn in during a ceremony at 10:00 a.m. in the Commission Chambers. Chief Matelis has more than 24 years of law enforcement experience and has served the Town of Surfside since 2008. He has advanced through every rank in the department, serving as Police Officer, Sergeant, Lieutenant, Captain, Major, and Interim Chief. That experience across patrol, supervisory, and command roles gives him deep knowledge of the department’s operations, its personnel, and the community it serves. His promotion recognizes dedicated service and reflects the department’s commitment to developing leaders from within its own ranks.

The department looks forward to continuing its work under his leadership, including its partnerships with neighboring agencies and community organizations and its commitment to the safety and well-being of Surfside’s residents, businesses, and visitors. The members of the Surfside Police Department congratulate Chief Matelis on this well-deserved milestone.







Marian Cruz Sworn in as Major of Police

The Surfside Police Department welcomed a new Major on October 28th, when Marian Cruz was promoted from Sergeant during a ceremony in the Town Commission Chambers. Members of her family and the department were joined by Mayor Shlomo Danzinger, Commissioner David Weingot, Acting Town Manager Sandra McCready, and Chief Jay Matelis. Major Cruz has spent 22 years in law enforcement and is respected for her leadership, professionalism, and dedication to the community. Away from the department, she gives back through her nonprofit organization, Closet of Living Hope, which provides essential resources to individuals and families in need. The department congratulates Major Cruz and thanks her for her continued service to Surfside.







Surfside Spooktacular

On Friday, October 23rd, members of the Surfside Police Department joined the Parks and Recreation Department at the Town's Spooktacular event at 96th Street Park. The evening featured music, food, mocktails, a spooky maze, rides, a pumpkin patch, face painting, and plenty of creative costumes. Throughout the night, officers mingled with families and handed out giveaways and treats to children and parents alike. Events like this give the department a chance to connect with residents and strengthen the relationships that are central to community policing. The department thanks the Parks and Recreation Department for hosting a well-organized event and for including our officers, and thanks the families and neighbors who came out to celebrate.









Surfside Police Department Halloween Block Party

On Saturday, October 31st, the Surfside Police Department hosted a Halloween Block Party from 6:00 to 9:00 p.m. at 93rd Street and Byron Avenue. Families came out in costume for an evening of music, candy, and community fun. Residents enjoyed a DJ playing music for all ages, photo opportunities with Surfside police officers, and candy giveaways handed out by the department's own officers. The event was attended by Chief Jay Matelis, Major Marian Cruz, Mayor Shlomo Danzinger, Acting Town Manager Sandra N. McCready, numerous officers and civilian staff, and many residents. The block party is part of Chief Matelis' ongoing community outreach initiative, which creates more opportunities for officers and residents to get to know one another. The department thanks everyone who joined us and looks forward to more events in the months ahead.



PUBLIC WORKS

The Public Works Department provides for the effective management and maintenance of the Town's roadways, infrastructure systems, and buildings as well as the management and supervision of the solid waste collection operation and the storm water, water/sewer utilities. The Department also responds to and assists other Town departments in emergencies and instances of severe weather preparation and recovery.

Team: Andre Eugent, **Director**
Lys Desir, Jr., **Operations Manager**

STAFF DIRECTORY
13 Solid Waste
8 Facilities/Maintenance
3 Water & Sewer

SOLID WASTE	FACILITIES AND MAINTENANCE
Derick Scott – Manager	***Josvani Iglesias – Manager***
Jose Acevedo – Beach Patrol	Chiquita Tuff – Coordinator
Martinez Saintilmond – Refuse Collector	Carlos Duarte – General Service Worker
Pierre Desamour – Refuse Collector	Gustavo Gonzalez – Maintenance
Donovan Johnson – Refuse Collector	Idael Suarez – Maintenance
Claude Jean – Refuse Collector	Iran Gonzalez– Maintenance
Harold Jean Baptiste – Refuse Collector	Jose Nodarse – Mechanic
Harry Saintil – Refuse Collector	Guillermo Osorio – CDL Heavy Eqpt.
Esdianis Puente – Refuse Collector	**WATER & SEWER**
Sanel Cazeau – Refuse Collector	
Mitch Michel – Truck Driver	Water & Sewer Manager - Vacant
Albert Noel – Truck Driver	Ainesworth Turner – Maintenance
Bernardo Cordova – Truck Driver	Rigoberto Chaviano – Maintenance
Anivin Asse – Refuse Collector	Jimmy McCray – Maintenance

*** Services through October 31, 2026**

SOLID WASTE

ACTIVITY	VOLUME	COST
Garbage Collected	416.09 TN	$74,217.97
Recycling Collected	43.68 TN	$7,791.33
Bulk Pick Ups	128.13 TN	$22,854.54

WATER & SEWER

ACTIVITY	QUANTITY	QUANTITY TO DATE	COST	TOTAL COST TO DATE	TOTAL TO DATE
Sewer Backups	0	0		Internal	5
Water Leaks	0	0		Internal	2
Drain Cleaning	0	0		Internal/ Contractor	480
Hydrant Flushing	0	0		Internal	49
Asphalt Repair	-			Internal	6
Residential Service Orders	-	-		Internal	8
Commercial Service Orders	-	-		Internal	1
Hard Pack Maintenance	0	3		Internal	1
Hard Pack Levelling	-	-		Internal	12
Wastewater Pumping Station Inspections	-	-		Internal	31
Damaged Utility Box or Cover	-	-		Internal	1
Compliance Samples	-	-		Internal/ Lab	13
In- House Utility Locations	-	-		Internal	48
Meter Installations	0	0		Internal	1
Water Distribution Residual Collected	70	70		Internal	36
Sewer Repairs	1	1		Internal	1
Storm Water Repairs					2

FACILITIES & MAINTENANCE

ACTIVITY	QUANTITY TO REPAIR	QUANTITY TO DATE	COST RESPONSIBILITY	TOTAL COST TO DATE
Sidewalk and Curb Repair	10 linear ft.	10 linear ft.	Internal	$79.91
TOWN HALL BUILDING				
Deep Carpet Cleaning	1	1	Internal	-
Flooring	4	4	Internal	$3,763.84
Painting	1	1	Internal	$488.58
Interior Light Repairs/Replacement	15	15	Internal	$205.46
Exterior Light Repairs/Replacement	8	8	Internal	$503.18

PUBLIC LIGHTING				
Streetlights	1	1	FPL/Miami Dade County	---
Parking Lot Lights	0	0	N/A	----
Beach Entrance Lights	0	0	Internal	----
Downtown Lights	2	2	N/A	----
Christmas Lights	10	10	Internal	----
OTHER MAINTENANCE ACTIVITIES				
Sign Replacement	0	0	Miami Dade County	----
Flag Replacement	2	2	Internal	----
Bus Stop Pressure Washing	4	4	Internal	----
Town Hall Sidewalk Pressure Washing	1	1	Internal	----
Downtown Sidewalk Pressure Washing conducted on a recurring schedule every **3 to 4 weeks** ***Thank you, Facilities, Team!***	 **Week of October 26th**			
Town Hall Windows and Doors Pressure Washing (1st and 2nd Floors)	1	1	Internal	----
Downtown Garbage Can Pressure Washing	1	1	Internal	----
Parking Lot Concrete Fence Repairs	8	8	Internal	$326.65

FINANCE

The Finance Department provides for the effective, lawful, and efficient management of the Town's financial matters. The Department manages and maintains the Town's financial records in conformity with generally accepted accounting principles and in compliance with State and Federal laws. The Department develops and runs effective, efficient financial planning and reporting, and supports the operating departments in achieving their program objectives.

Team: Isabel Rangel, **Finance Director**
Duane Mathis, **Consultant**
Andrew S. Fierman, **Consultant**
Robert Correa, Consultant
Amanda Vega, Consultant
Nicholas Guzman, Consultant
Andria Meiri, Budget Officer
Manuel "Manny" Carta, Comptroller
Damaris "Didi" Montes de Oca, Customer Service Representative
Tamara Capote, Accounting Clerk

FIERMAN ACCOUNTANTS & ADVISORS

MEMORANDUM

TO: Sandra McCready, Acting Town Manager, Town of Surfside

CC: Isabel Rangel, Finance Director

FROM: Fierman Accountants & Advisors, Finance Department Support and Audit Preparedness Consultants

DATE: October 31, 2026

SUBJECT: Status Update Regarding Finance Director Transition, Finance Department Support Services, Audit Preparedness Services, and Financial Close and Reporting Process

Executive Summary

Fierman Accountants & Advisors is providing this status update as of October 31, 2026.

FY 2025 audit preparation is complete. The fully adjusted trial balance, supporting schedules and fieldwork requests were delivered to CBIZ, the Town's external auditors, during the week of October 19, 2026, meeting the agreed milestone. All pension information needed for the FY 2025 audit has been received and submitted. CBIZ is now actively engaged in fieldwork, and our team is assisting the Town in responding to their questions and additional requests. The target for completion and issuance of the audit remains January 31, 2027.

Finance Director transition. Isabel Rangel joined the Town as Finance Director on October 19, 2026. Our team is supporting her transition and the department's daily operations while the Town fills its open positions.

Other matters. Our team is also assisting with the review of cost recovery deposits and resort tax receivables. Raftelis is now drafting the rate study report, and the Municipal Parking Fund review is on hold at the direction of the Town.

Status at a Glance

Workstream	Status	Update
FY 2025 audit preparation	Complete	Fully adjusted trial balance, supporting schedules and fieldwork requests delivered to CBIZ the week of October 19.
FY 2025 audit fieldwork	In progress	CBIZ is actively engaged in fieldwork; we are responding to additional requests.
Pension (GASB 67/68)	Complete	All pension information needed for the FY 2025 audit received and submitted to CBIZ; that component of the audit is under way.
Finance Director transition	In progress	Isabel Rangel started October 19, 2026; transition and support under way.
Bank reconciliations	Through 12/31/2025	January 2026 to present in process with the Finance Director.
Cost recovery deposits	In process	Status of residential deposits being documented to determine refunds and outstanding charges.

Workstream	Status	Update
Resort tax receivables	In process	Information on outstanding receivables being gathered.
Rate study	Draft in process	Raftelis is drafting the report; a few follow-up questions may come to confirm details.
FEMA PW 8 and PW 11	Awaiting FEMA	No action required of the Town at this time.
Municipal Parking Fund	On hold	On hold at the Town's direction.
FY 2026 close and audit readiness	When the Town is ready	Approach and timeline discussed with the Finance Director; our team will begin when the Town is ready and requests us to begin.

FY 2025 Audit

The Town has assigned a dedicated team to the audit and maintains a structured, proactive plan to ensure audit readiness. As part of that effort, the trial balance was uploaded during the week of October 19. Since then, CBIZ has been actively engaged in the audit fieldwork and has begun submitting additional requests for information and supporting documentation. As is typical in an audit of this scope, further requests are anticipated as the work progresses, and our team remains committed to responding to each one promptly and thoroughly.

We have also maintained regular, ongoing communication with Foster & Foster, the Town's pension plan administrator, to coordinate and support the pension plan audit. Through this collaboration, all pension information needed for the FY 2025 audit has been received, compiled and submitted to CBIZ, and that component of the audit is now officially under way.

The timeline agreed to with CBIZ is as follows:

Date	Milestone	Status
October 5, 2026	Complete and deliver all planning-phase audit items	Met; delivered early
October 19, 2026	Provide fully adjusted trial balance, supporting schedules and audit fieldwork requests	Delivered
January 31, 2027	Targeted completion and final issuance of the audit	Targeted; on track

Finance Director Transition and Department Support

Since Isabel Rangel's start on October 19, our team has been supporting her onboarding and the department's day-to-day operations, including payroll, accounts payable, daily receipts and reconciliations. The Town has engaged staff through Robert Half starting November 2, and our staff will help train the new team members and transition these functions starting November 2, including working alongside them through at least one full payroll cycle.

With the audit preparation complete, our support is moving from the full team needed to meet the audit deliverables to a reduced schedule focused on the Finance Director's priorities, the audit, and the transition of daily operations.

Financial Close and Bank Reconciliations

Bank reconciliations are complete through December 31, 2025. The Finance Director is going to be continuing the reconciliations for January 2026 to the present, with our team providing the status and working papers to date. Bringing these reconciliations current is the critical step before FY 2026 year end close and audit preparation can begin.

Cost Recovery Deposits

Our team met with Corradino staff, the Town's Planning and Zoning consultants, regarding cost recovery deposits. Sixty-four residential applications have been submitted, 38 of which included a cost recovery deposit. Because the Town Attorney concluded that cost recovery deposits should not have been collected for residential properties, we are documenting the status of each deposit to determine refund amounts. The analysis will also give the Town information to collect outstanding charges from residents who were not previously invoiced.

Resort Tax

Our team met with Town staff to gather information on outstanding resort tax receivables. Staff indicated there may be additional receivables outstanding, as all taxes may not have been reported. Files are still being gathered, and we will report on the results once the review is complete.

Rate Study

On October 20, 2026, Raftelis submitted follow-up questions on the water and sewer revenue projections and the stormwater capital plan and its funding sources. Town staff, including the Budget Officer and Public Works, prepared responses and supporting documentation, which were provided to Raftelis on October 25, 2026. We then followed up with Raftelis to request an anticipated timeline for the final report.

On October 29, 2026, Raftelis advised that it is now drafting the report. Raftelis may have a few follow-up questions to verify certain details, including the stormwater project information, which may be older than other more recent documents they have. We will continue to coordinate with Raftelis and the Finance Director and keep the Town informed as the draft progresses.

FEMA Project Worksheets PW 8 and PW 11

As previously reported, the Florida Division of Emergency Management has submitted the Town's materials to FEMA for review, and nothing further is required of the Town at this time. There have been no further updates; we will continue to monitor this matter and notify the Town promptly of any update.

Municipal Parking Fund

Following our discussion with the Finance Director, the Municipal Parking Fund review is on hold at the Town's direction. We will begin the review when the Town is ready.

FY 2026 Year-End Close and Audit Readiness

Once the FY 2025 audit is complete and the 2026 bank reconciliations are current, the Town will be in a position to move into its FY 2026 year-end close and audit preparation. We have discussed the approach and timeline with the Finance Director, and when the Town is ready for us to begin, our team will assist with the following, with the goal of completing the FY 2026 audit by the June 30, 2027 statutory deadline (§218.39, F.S.) and returning the Town to on-time filing:

- The FY 2026 closeout, supporting schedules and GASB entries for debt, pensions and subscription-based IT arrangements.
- Coordinating with CBIZ as the FY 2025 audit concludes in January 2027 to set up the FY 2026 audit requests, with fieldwork targeted to begin in early April 2027, after the auditors' busy season.
- Coordinating with Foster & Foster on the FY 2026 GASB 67/68 actuarial reports and determining whether an updated OPEB actuarial report is needed. Given actuarial lead times, we recommend the Town begin these conversations soon.
- Planning for new GASB financial reporting requirements effective for FY 2026, including changes to the MD&A and statement presentation.

Staffing

As outlined in Appendix B of our October 5 update, the department's priorities are filling a budget position, three accountant positions, and an assistant finance director/controller-type position. Filling the operational positions first allows senior resources to focus on the close, entries and audit. Retention of trained staff is also a priority, given recent turnover and the loss of staff.

Priorities Going Forward

- Respond to CBIZ questions and requests through completion of the FY 2025 audit by January 31, 2027.
- Support the Finance Director transition and train the new temporary staff in payroll, accounts payable, cash receipts and reconciliations.
- Bring the January 2026 to present bank reconciliations current which the finance director will be completing.
- Complete the cost recovery deposit analysis, including refund amounts and outstanding charges to be invoiced.
- Complete the review of outstanding resort tax receivables.
- Respond to any Raftelis follow-up questions and follow up on the timeline for the draft report at the direction of the finance director.
- When the Town is ready and requests us to do so, begin assisting with the FY 2026 year end close and audit readiness, including pension and OPEB actuarial coordination.
- Continue monitoring FEMA's review of PW 8 and PW 11 at the direction of the finance director.

We would be glad to discuss this update at your convenience.

Fierman Accountants & Advisors

GRANT ADMINISTRATOR

A Grant Administrator is responsible for managing the full life cycle of grants in alignment with the priorities established by the Town Commission and leadership. This includes pre-award activities such as supporting the identification of funding opportunities based on strategic direction, assisting departments in developing project scopes, preparing and submitting grant applications, and ensuring proposals meet eligibility and compliance criteria. Once awarded, the post-award responsibilities include monitoring project progress, tracking expenditures, managing grant compliance, coordinating with departments and funding agencies, and submitting timely financial and performance reports. The Grant Administrator serves as the central point of contact for all grant-related matters, ensuring accountability, transparency, and effective use of funds across the Town of Surfside.

Team: Kristina Brown, **Grant Administrator**

	FUNDER	$ AWARDED
Resilient Florida Grant Program - Abbott Avenue Stormwater Improvements	FDEP	$5,000,000.00
Resilient Florida Grant Program - Collins Avenue Water Main Replacement Design	FDEP	$217,731.00
State Appropriations Project Request - Surfside Boulevard Improvements	FDOT	$250,000.00
Public Transit Service Development Grant Program – Freebee On-Demand (Yr 1)	FDOT	$120,898.00
State Appropriation's Request - Surfside Memorial Design and Construction	FDOS	$1,000,000.00
Resilient Florida Grant Program - Vulnerability Assessment and Adaptation Plan	FDEP	$300,000.00
Beach Management Grant Program - Coastal Dunes Rehabilitation	FDEP	$1,220,683.50
General County Funds - Surfside Memorial	MDC	$250,000.00
State Appropriations Request – Surfside Memorial	FDOC	$750,000.00
Viva Florida Grant – Flamingo Garden Park	Florida Wildflower Foundation	$3,000.00

NAME OF GRANT	FUNDER	$ AWARDED
Safe Streets for All – Comprehensive Safety Action Plan	DOT	$200,000.00
District 4 Capital Improvement Grant - Paws Up Park and Community Recreation Improvement Project	Miami-Dade County - Commissioner Steinberg	$25,000.00
TOTAL $ AWARDED	**$9,337,312.50**	

Grant applications submitted pending determination:

NAME OF GRANT	FUNDER	$ APPLIED FOR
Coastal Partnership Initiative - Street End Park & Sea Tile Installation	FDEP	$55,000.00
Resilient Florida – Stormwater Resilience Project	FDEP	$650,000.00
BRIC – Water Main Replacement	FDEM	Notice of Interest
Cybersecurity – Town Software Solutions	FLDS	Software Subscriptions

CAPITAL IMPROVEMENT PROJECTS

The Town's Capital Improvement Projects Services provides for the effective management and maintenance of the Town's capital improvement projects as well as the management and supervision of these projects.

Improving our community's quality of life for generations to come is a priority for all Town residents. Several Projects are currently underway to make the Town of Surfside safer, more enjoyable, and more resilient long-term.

Team: Andre Eugent, **Director**

Attachment "**A**"

PROJECTS
Surfside Memorial
Abbott Avenue Drainage
Collins Avenue Water Main
Dune Restoration
Town Hall HVAC Installation

Surfside Memorial

Scope:

The Town is seeking to create the Surfside Memorial to honor and remember the lives lost in the tragic event that occurred on June 24, 2021, when the CTS Building collapsed. The Surfside Memorial will serve as a permanent remembrance of the immense loss suffered by the Surfside community and will offer a place for families, friends, and visitors to reflect, understand the truth of that day, and find solace through the peace and serenity conveyed through this site.

Phase: Permitting / Contract award

Status: The KEITH Team has completed permitting efforts and the Town's Legal and Procurement teams are still working with the contractor, Shiff Construction, to finalize the language and execute the construction contract.

SURFSIDE MEMORIAL PROJECT	
CONSULTANT	KEITH & ASSOCIATES
CONTRACT AMOUNT DESIGN	$590,000
AMOUNT PAID TO DATE	$563,979.44
BALANCE	$41,181.25
DESIGN COMPLETE	100%
PERMITTING	ONGOING
CONTRACT EXECUTION	TBD
CONTRACTOR	SHIFF
CONSTRUCTION START DATE	TBD

November Schedule

- **Contract execution with Shiff Construction**
- **Issue NTP**

Abbott Avenue Drainage

Scope:

The construction will entail the addition of two new pump stations with respective force mains to alleviate flooding on Abbott Avenue from 90th Street to 94th Street.

Phase: Construction

Status: The contractor has challenges with the weather and high tides making its installation slower. The town had issued a letter of concern to the contractor for them to provide a recovery plan.

FG has submitted the recovery plan which is currently being reviewed by the engineer of record (Keith Team and the town). The contractor continues restoration effort on 92nd street from Byron to the Bay. This will change the completion date to December once accepted by Change order for time.

ABBOTT AVENUE DRAINAGE IMPROVEMENT	
CONTRACTOR	FG CONSTRUCTION
CONTRACT AMOUNT	$8,481,234.01
AMOUNT PAID TO DATE	$5,251,574.46
BALANCE	$3,229659.55
PERCENT PAID TO DATE	62%
PERCENT WORK COMPLETE	80%
ORIGINAL COMPLETION DATE	08/27/2026
EXPECTED COMPLETION DATE	11/23/2026

November Schedule

Location – 92nd Street

- **Final Restoration of 92nd street intersection**
- **Raise well casing for well # 2**
- **Pressure test line**
- **Install electrical control panel**

Location – Abbott Avenue between 91st Street & 92nd Street and West on 92nd Street

- **Final Road Restoration of 91st Street**
- **Install butterfly Valve**

- **Connect piping to well #3,4, 5 and 6**
- **Pressure test line**
- **Install electrical control panel**

Collins Avenue Water Main

Scope:

Pursuant to Town Resolution 2022-2907 passed and adopted unanimously on August 9, 2022, Nova Consulting was selected to design this project to replace the current, undersized water main on Collins Avenue. The existing water main is past its useful life and requires up-sizing and replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

Phase: Design

Status: Nova Consultants has submitted the **100% design package** to both the **Town** and **FDEP** for review and approval. Nova is continuing its permitting efforts with other governing agencies to ensure the project progresses as planned. Miami-Dade County Fire Rescue has approved the plans. Nova has submitted plans to FDOH.

The **Capital Improvement Program (CIP) team** is actively exploring **alternative grant funding opportunities** to support the project's implementation.

COLLINS AVENUE WATER MAIN	
CONSULTANT	NOVA ENGINEERING
CONTRACT AMOUNT	$340,456.00
AMOUNT PAID TO DATE	$294,042.57
BALANCE	$46,413.19
PERCENT PAID	86.4%
STATUS	PERMITTING
CONSTRUCTION START DATE	TBD

November Schedule

- **Continue regulatory permitting approval efforts.**

Dune Restoration

Scope:

The Commission tasked Town Administration to promote both dune beautification and resiliency improvements. Kimley-Horn was tasked to design the required resiliency improvements and beautification of the Town's dunes.

Phase: Construction

Status: Project close-out process and warranty handover.

We are pleased to report that Miami-Dade County has installed new garbage bins along the hardpack. Additionally, Fish and Wildlife is in the process of replacing the informational turtle signs.



DUNE RESTORATION AND BEAUTIFICATION	
CONTRACTOR	DICKERSON
CONTRACT AMOUNT	$2,317,846.00
AMOUNT PAID TO DATE	$2,320,621.85
BALANCE	$115,892.30
PERCENT PAID TO DATE	95%
PERCENT WORK COMPLETE	100%
CONSTRUCTION START DATE	May 11, 2026
SUBSTANTIAL COMPLETION DATE	September 1, 2026
EXPECTED COMPLETION DATE	October 2026

November Schedule

- **Close out.**

Town Hall HVAC Installation

Scope:

The Town of Surfside was awarded a contract to FXP for the removal and installation of a new HVAC system for Town Hall.

Phase: Construction

Status: Mechanical permit issued from the Town of Surfside; contractor mobilized and in the process of installing the mini splits. This effort is being hampered by the weather, but FXP is anticipating starting the mini splits in the week of November 2, 2026.

TOWN HALL HVAC REPLACEMENT	
CONTRACTOR	FXP
CONTRACT AMOUNT	$1,170,000.00
AMOUNT PAID TO DATE	$49,115.00
BALANCE	$1,120,885.00
PERCENT WORK COMPLETE	5%
PERCENT PAID COMPLETE	4%
ESTIMATED COMPLETION DATE	02/01/2027

November Schedule

- **Install Mini split**
- **Installation of duct work**

Town Hall Roof Installation

Scope:

Removal and installation new Roofing system for Town Hall.

Phase: Construction

Status: Z Roofing has executed the contract and is prepared to begin the roof removal and installation. CIP has coordinated with the HVAC and Z Roofing contractors to ensure that both projects proceed concurrently and that the work is properly sequenced. During the coordination meeting, it was determined that, due to the nature and sequencing requirements of the HVAC work, the roofing schedule will need to be reanalyzed, and a revised completion date established.

TOWN HALL ROOFING REPLACEMENT	
CONTRACTOR	Z Roofing
CONTRACT AMOUNT	$320,810.00
AMOUNT PAID TO DATE	$0
BALANCE	$320,810.00
PERCENT WORK COMPLETE	0%

November Schedule

Coordinating FXP with the HVAC installation to avoid conflict and rework.

Docusign Envelope ID: 4A701BAE-D53C-46E8-A457-0B5BF1567F53

State of Florida
Department of Transportation



CONTRACT DOCUMENTS FOR E6Q08-R0

Construction, reconstruction and removal of concrete sidewalks, driveways, curb cut ramps, curb & gutter, and special curb and gutter on various arterial state roads in Miami-Dade County.

Financial Project Number(s): 428235-6-72-01
Proposal/Contract Number: E6Q08-R0