

RESOLUTION NO. 2025- 3423

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; APPROVING AN AGREEMENT WITH MULTITECH CORP. FOR THE REPLACEMENT OF THE COMMUNITY CENTER FENCE; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(F) OF THE TOWN CODE AS A PUBLIC WORKS CONTRACT FOR REPLACEMENT RELATED TO TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing fence in the Town of Surfside's ("Town") Community Center is over 14 years old and has extensive wear and corrosion due to its beachfront location and continuous exposure to pool chemicals; and

WHEREAS, beach erosion over the years has reduced the fence height along the east side green space, resulting in a section that no longer meets the Florida Department of Children and Families ("DCF") minimum 4-foot height requirement for licensed childcare outdoor play areas; and

WHEREAS, the Town seeks to replace the fence with a new aluminum fence, including the installation of a 5-foot-high fence in the green space to ensure DCF compliance; the fence will be white, which will enhance the aesthetics of the facility while extending the fence's lifespan due to its powder-coated finish, providing additional protection from corrosion in our coastal environment (the "Services"); and

WHEREAS, three (3) estimates were obtained for the Services; and

WHEREAS, Multitech Corp., ("Contractor") presented a proposal for the Services at a total cost not to exceed \$109,003.70 attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Town has selected the proposal submitted by Contractor as the most suitable of the three (3) estimates; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the Deliverables as specified below, and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor to provide the Services pursuant to Section 3-13(7)(f) of the Town Code exempting public works contracts for replacements related to town facilities from competitive bidding, in substantially the form attached hereto as Exhibit "B" (the "Agreement"), subject to final approval as to form and content by the Town Manager, and legal sufficiency by the Town Attorney; and

WHEREAS, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to approve the Agreement with the Contractor for the Services.

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. Town Manager Authorized: Agreement Authorized. The Town Manager is hereby authorized to enter into the Agreement with the Contractor for the Services, substantially in the form attached hereto as Exhibit "B", subject to final approval as to form and content by the Town Manager, and legal sufficiency by the Town Attorney.

Section 3. Implementation of Agreement. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement for Services and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 12th day of August, 2025.

Motion By: Vice Mayor Paul

Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

Attest:



Sandra N. McCready, MMC
Town Clerk





Charles W. Burkett, Mayor

Approved as to Form and Legal Sufficiency:



Thais Hernandez, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
MULTITECH CORP.**

THIS AGREEMENT (this "Agreement") is made effective as of the ___ day of August, 2025 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **MULTITECH CORP.**, a Florida for profit corporation (hereinafter, the "Contractor").

WHEREAS, the existing Community Center fence is over 14 years old and has extensive wear and corrosion due to its beachfront location and continuous exposure to pool chemicals; and

WHEREAS, beach erosion over the years has reduced the fence height along the east side green space, resulting in a section that no longer meets the Florida Department of Children and Families ("DCF") minimum 4-foot height requirement for licensed childcare outdoor play areas; and

WHEREAS, the Town seeks to replace the fence with a new aluminum fence, including the installation of a 5-foot-high fence in the green space to ensure DCF compliance; the fence will be white, which will enhance the aesthetics of the facility while extending the fence's lifespan due to its powder-coated finish, providing additional protection from corrosion in our coastal environment (the "Services"); and

WHEREAS, the Town has selected the proposal submitted by Contractor, Canet Group, Inc. as the most suitable of the three (3) estimates obtained for the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the Deliverables as specified below.

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

1. Scope of Services.

- 1.1. Contractor shall provide the Services as set forth in the Contractor's Proposal, attached hereto as Exhibit "A."
- 1.2. Contractor shall furnish all goods, services, reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be for a three-month period commencing on the Effective Date unless terminated in accordance with Paragraph 8 below. Any renewal or extension of this Agreement shall require approval by the Town Manager.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended in writing by the Town Manager.

3. Compensation and Payment.

3.1. Total compensation to the Contractor for the Services shall be in an amount not to exceed **\$109,003.70**, which shall be paid in installments as follows:

3.1.1. First Installment: Payment of 20% of total compensation in the amount of **\$21,800.74** shall be made concurrent with the execution of this Agreement.

3.1.2. Second Installment: Payment of 30% of total compensation in the amount of **\$32,701.11** shall be made concurrent with the completion of half the Services completed to the satisfaction of the Town in its sole and absolute discretion.

3.1.3. Third and Final Installment: Payment of 50% of total compensation in the amount of **\$54,501.85** shall be made upon completion of the Services to the satisfaction of the Town in its sole and absolute discretion.

3.2. Contractor shall deliver invoices detailing Services completed and the amount due to Contractor under this Agreement. 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.

4. SubContractors.

4.1. Contractor may only utilize the services of a particular subContractor or vendor with the prior written approval of the Town Manager or his designee, which approval may be granted or withheld in the Town Manager or his designee's sole and absolute discretion.

4.2. The Contractor shall be responsible for all payments to any subContractors and/or vendor and shall maintain responsibility for all work related to the Services.

5. Town's Responsibilities.

5.1. Town shall make available any information, maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that it shall maintain in good standing all required licenses, certifications, and permits required under Federal, State, and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

6.3. The Contractor represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, foreseeable, or adversarial issues with or in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work, unless directed otherwise in writing by the Town Manager.

8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the term of this Agreement insurance of such types and in such amounts not less than those specified below, as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers, naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after the award of this Agreement and prior to the execution of this Agreement by the Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to the Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal

Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

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

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorney's Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks, and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, INTELLIGENTLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY FOR ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment, or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

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

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of

this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or his/her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCreedy, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccreedy@townofsurfsidefl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by Contractor, unless such assignment is first approved in writing by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and its familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Contractor and its employees, volunteers, and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and shall obtain, at its sole expense, all required permits from all jurisdictional agencies to perform the Services under this Agreement.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond its expiration shall survive termination of the Agreement and remain in full force and effect, unless and until the terms or conditions are completed, and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission,

percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

25. 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.

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

26.1. First Priority: this Base Agreement;

26.2. Second Priority: the Contractor's Proposal, Exhibit "A"

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

28. 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 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-participation-enrollment-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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS**

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

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

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

TOWN OF SURFSIDE

MULTITECH CORP.

By: _____
Mark Blumstein
Town Manager

By: _____
Leopoldo D'Espaux
President

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez
Town Attorney

Addresses for Notice:

Mark Blumstein
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
mblumstein@townofsurfsidefl.gov (email)

Addresses for Notice:

Leopoldo D'Espaux
President
Multitech Corp.
5801 SW 89th Place
Miami, FL 33173
305-219-8761 (telephone)
workdone@att.net

With a copy to:

Thais Hernandez, Esq.
Office of the Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 x 225
thermandez@townofsurfsidefl.gov

EXHIBIT "A"
PROPOSAL

Contractor shall deliver the Services in accordance with the Agreement between it and the Town of Surfside (the "Town") as set forth in further detail below. Collectively, the following obligations shall be considered the "Services" rendered pursuant to the Agreement.

ESTIMATE

**Multitech Corp**

5801 SW 89th PL
 Miami, FL 33173
 Phone: (305) 219-8761
 Email: workdone@att.net
 Web: multitechbuilding.com

Prepared For

Town of Surfside
 9293 Harding Ave
 Surfside FL, 33154
 (786) 501-6251

Estimate # LOLO9301_01
 Date 07/31/2025
 Business / Tax # 46-3931561

Description	Rate	Quantity	Total
ALUMINUM FENCE / INSTALLATION	\$122,000.00	1	\$122,000.00
10 WALKING GATES (SELF LATCHING SELF CLOSING). 2 ROLLING GATE AS PER ATTACHED DRAWING . COLOR TO BE CHOSEN BY COSTUMER FROM STANDARD ALUM. COLORS. SUBSTANCIAL COMPLETION AFTER PERMIT ISSUANCE: 33 DAYS.			
ALUMINUM WALKING GATE	\$0.00	10	\$0.00
AS PER COSTUMER AGREE & DESIGN SIZE, SELF CLOSING SELF LATCHING (POOL CODE). 54 INCH FRON FLOOR TO HAND AS PER CITY REQUIREMENTS (10 GATES).			
ALUMINUM POSTS, WHITE 2"X2"	\$0.00	1	\$0.00
AS PER CITY REQUIRMENTS 4 FEET HEIGHT THE POST 6 FEET 5 FEET HEIGHT THE POST 7 FEET 6 FEET HEIGHT THE POST 8 FEET DIGGING HOLES 2 FEET DEEP X 12 INCH ROUND AS PER CITYR REQUIRMENT. CONCRETE BASE 3000 PSI .			
ALUMINUM GATE	\$0.00	1	\$0.00
SELF LATCHING SELF CLOSING AS PER CITY CODE 4 FEET OR 5 FEET OR 6 FEET WELDING & PAINTING POWDER COAT PAINTING			
REMOVING OLD FENCE. HAULING AWAY.	\$3.70	1	\$3.70
REMOVING ANY FENCE ON PROPERTY LINE, NO DISPOSAL. ANY FENCE TO BE REMOVED WILL BE PLACED FOR			

THE COSTUMER BULK PICK-UP.
CHAIN/LINCK, WOOD FENCE, PVC/VYNIL FENCE , METAL FENCE. WE WONT REMOVE CONCRETE.

Fence Installation	\$0.00	1	\$0.00
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ALUMINIUM FENCE. 4 FEET HEIGHT, AROUND 1000 FEET. ALL GATES AR SELF LATCHING SELF CLOSING
AS PER CITY REQUIREMENTS FOR SW. POOLS.

ALUMINUM ROLLING GATE	\$0.00	2	\$0.00
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CONCRETE BASE AS PER DESIGN. PROVIDE CONCRETE 8 INCH X 4 INCH DEEP AS PER CITY REQUIRMENT 3000
PSI INCLUDING FIBER MESH OR METAL REBAR. V TRACK ALUMINUM. 2 ROLLING GATE AS PER LOCATED ON
THE SITE PLAN

ALUMINIUM / PAINTING	\$0.00	1	\$0.00
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ALUMINIUM. ALL MATIREL ALUMINIUM WILL BE POWDER COAT PAINTED.

Subtotal	\$122,003.70
Discount	\$13,000.00
Total	\$109,003.70



LOG: 1139
ATTN: ADRIAN HERNANDEZ

PROPOSAL FOR: CITY OF SURFSIDE

PHO
FAX

PROJECT: PARK FENCE

DATE: 04/01/25 REVISION:

ITEM #	F OR F/I	DESCRIPTION
1	F/I	FABRICATION AND INSTALLATION OF APPROX 1199LF OF FENCE 5FT HIGH WITH 1" PICKETS AND DIXIE CAP ON TOP RAIL . BOTTOM RAIL TO BE 2X2

Material	\$43,083.00
Fabrication	\$39,990.00
Installation	\$67,950.00
Drawings and Permits	\$4,000.00
<u>TOTAL</u>	<u>\$158,023.00</u>

EXCLUSIONS:

- * PERMITS, TESTING, INSPECTIONS
- * PERFORMED BOND COSTS
- * LIQUIDATED DAMAGES
- * SURVEYS & LAYOUT
- * GROUT AND GROUTING
- * CONCRETE WORK
- * M/E/P RELATED STEEL WORK
- * DEMOLITION, REMOVAL, RELOCATION
- * SHORING, SUPPORTS
- * INTERMEDIATE AND FINAL PAINT / COATING
- * SPECIAL CLEANING, PRIMERS AND PAINTING
- * LIGHT GAUGE METALS
- * CLEAN-UP, PACTH-UP WORK
- * SEALING, WATERPROOFING
- * ANY ITEMS NOT SPECIFICALLY STATED IN THIS SCOPE





MIKE MICHELENA

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ESTIMATE

Number: **007197**

Date: 12/04/24

Estimate to:

Hawthorne Tot-Lot
Adrian Hernandez
9301 Collins Ave
Surfside FL 33154

Ship to:

Same

Date	Customer PO	Payment Terms
12/04/24	Hawthorne Tot-Lot	30 DAYS NET

Description	Amount
Estimate base on the following process:	
Details:	
Dismantle the old fence and dispose of the debris. Then, fabricate and install the new fence with the respective measurements.	
Aluminum fence 5ft Qty: 526 Aluminum fence 5ft Qty: 384 Aluminum fgate 48" Qty: 4 Aluminum gate 70" Qty: 1 Aluminum double gate 98" Qty: 3 Aluminum double gate 144" Qty: 1 Aluminum sliding gate 127" Qty: 1 Push Bar Qty: 4	
Including all materials	

Note: This Estimate price includes all material
Additional work or items will be extra.

AMB is happy to answer all your questions and concerns.

Thank you

Estimate to be valid for 30 day.

Subtotal	\$128,600.00
Sales Tax	
Freight	
Total Invoice	\$128,600.00
Payment CC	
Total	\$128,600.00