

RESOLUTION NO. 2025-3428

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CONTRACT WITH CONCRETE PROTECTION AND RESTORATION MD, LLC FOR A BEAUTIFICATION AND SIDEWALK IMPROVEMENT PROJECT ON HARDING AVENUE, BUSINESS DISTRICT; FINDING THAT THE SERVICES DO NOT REQUIRE OR ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO TOWN CODE SEC. 3-13(7)(F); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") wishes to engage Concrete Protection and Restoration MD, LLC ("Contractor") to perform certain sidewalk improvements on Harding Avenue, within the Business District, from 94th to 96th Street, using a sandblasting method ("the Work"), for an amount not to exceed \$92,000.00; and

WHEREAS, the Town intends to undertake the Work within the Business District, as part of the Town's walkability project;

WHEREAS, the Town and Contractor desire to enter into a contract for the Work, pursuant to the terms of the proposal attached hereto as Exhibit "A" to this Resolution (the "Agreement");

WHEREAS, the Town Commission finds the Work is exempt from competitive bidding in accordance with Section 3-13(7)(f) of Town Code as a public works and utilities contract for materials, supplies, equipment, public improvements or services, repairs, maintenance and replacements, related to Town sidewalks;

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

Section 2. Approval. The Town Commission approves the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A," subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

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

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

Motion By: Commissioner Velasquez

Second By: Commissioner Coto

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 LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Thais Hernandez, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF SURFSIDE
AND
CONCRETE PROTECTION AND RESTORATION MD, LLC**

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 **CONCRETE PROTECTION AND RESTORATION MD, LLC**, a Florida limited liability company (hereinafter, "Contractor").

WHEREAS, the Town desires certain sidewalk improvements on Harding Avenue, within the Business District, from 94th to 96th Street, using a sandblasting method (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 Scope of Services, 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 from the Effective Date through September 30, 2025, 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 above, 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 \$92,000.00, which may be paid in up to eight installments as follows:

3.1.1. First Installment: Payment of 12.5% of total compensation in the amount of \$11,500.00 shall be made following the Town's inspection of the completed first 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory. Any prior payments made by the Town to the Contractor shall be credited against this First Installment.

- 3.1.2. Second Installment: Payment of 12.5% of total compensation in the amount of **\$11,500.00** shall be made following the Town's inspection of the completed second 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory.
- 3.1.3. Third Installment: Payment of 12.5% of total compensation in the amount of **\$11,500.00** shall be made following the Town's inspection of the completed third 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory.
- 3.1.4. Fourth Installment: Payment of 12.5% of total compensation in the amount of **\$11,500.00** shall be made following the Town's inspection of the completed fourth 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory.
- 3.1.5. Fifth Installment: Payment of 12.5% of total compensation in the amount of **\$11,500.00** shall be made following the Town's inspection of the completed fifth 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory.
- 3.1.6. Sixth Installment: Payment of 12.5% of total compensation in the amount of **\$11,500.00** shall be made following the Town's inspection of the completed sixth 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory.
- 3.1.7. Seventh Installment: Payment of 12.5% of total compensation in the amount of **\$11,500.00** shall be made following the Town's inspection of the completed seventh 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory.
- 3.1.8. Eighth Installment: Payment of 12.5% of total compensation in the amount of **\$11,500.00** shall be made following the Town's inspection of the completed eighth 1/8th of the Services, and a finding by the Town, in its sole and absolute discretion, that the Services are satisfactory.
- 3.2. In the event of inclement weather, as determined by the Town in its sole and absolute discretion, the Town reserves the right to reschedule or cancel the Services. Contractor agrees to work with the Town to find an alternate date, upon request by the Town.
- 3.3. 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 vendors 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, or as approved by the Town Manager, 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 HEREEBY 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 Scope of Services, 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, as applicable, 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, if applicable. 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, visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein, if applicable.

[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/fac/how-do-i-provide-proof-of-my-participation/enrollment-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:

Michael T. Ferro
Witness #1 Print Name: _____
Michael T. Ferro
Witness #2 Print Name: _____
William Runyon

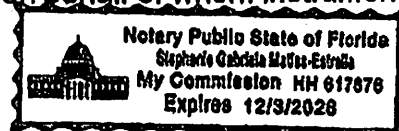
Signed, sealed and delivered by:

Brian Greenbaum
Print Name: _____
Title: CEO
Entity Name: CONCRETE PROTECTION AND RESTORATION, LLC

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of August, 2025, by Brian Greenbaum (name of person as CEO (type of authority) for CONCRETE PROTECTION AND RESTORATION, LLC (name of party on behalf of whom instrument is executed)).



[Signature]
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

By: _____
Mark Blumstein
Town Manager

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)

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
thernandez@townofsurfsidefl.gov

CONCRETE PROTECTION AND RESTORATION MD, LLC.

By: _____
Brian J. Greenbaum
Chief Financial Officer 8/1/2025

Michael K. (D'Hall) /
Vice President

Addresses for Notice:

Brian J. Greenbaum, CFO
Concrete Protection and Restoration, LLC
Attn: Michael T. Ferro, Business Dvpt. Manager
601 NE 44 Street
Oakland Park, FL 33334
954-541-4138 (mobile)
mferro@concretecpr.com (email)

EXHIBIT "A"
SCOPE OF SERVICES

CP&R Concrete Protection & Restoration **saving the life of concrete®**

July 28th, 2025

Mr. Mark Blumstein
Town Manager, Town of Surf Side
9293 Harding Ave.
Surfside FL 33154
Re: Shotblasting sidewalk / curbs

Concrete Protection and Restoration, LLC proposes to furnish all labor, material, equipment, and supervision to perform the following items of work.

Shot blasting of sidewalk from 94th Street to 96th Street, based on nighttime work hours.

1. Mobilization of all crews and equipment to the first area of work.
2. Set up all barriers and protection of adjacent buildings.
3. Shot blast sidewalk and curb sections of area #1
4. Clean up spent shot and work area as required, move to area #2
5. Repeat steps 1-4 to complete all 8 sections of sidewalk and curb to be shot blasted.

Working Conditions:

1. Nighttime work hours 9PM to 6AM
2. Five (5) day work week; Monday through Friday
3. Open Shop
4. All areas of work under construction will be inaccessible during time of work.
5. Access to all areas of work at one time
6. No Wage Scale.

Support By Others (at no costs to CPR) Shall include the following:

1. Blocking off of all locations of work at no cost to CP&R
2. Assisting in cleaning up by Town of Surfside.
3. Storage area supplied to CP&R for equipment and materials at no cost to CP&R.
4. Bathroom facilities to be provided at no cost to CP&R.
5. All permitting if required at no cost to CP&R.
6. Source of water , and hydrant hose connection/adaptor as required

CPR Concrete Protection & Restoration saving the life of concrete®

Price:

\$92,000.00

Based on an estimated total of 31,000 square feet of area to be blasted, broken into 8 separate sections.

Based on a night work schedule.

Expiration: This proposal may be withdrawn if not accepted within 30 days

Should you have any questions or comments regarding this matter, please do not hesitate to contact our office.

Regards,



Michael Ferro
Estimator

ACCEPTANCE OF PROPOSAL: The above price is hereby accepted. You are authorized to proceed to do this work, and payment will be as stated above.

ACCEPTED BY:

Authorized Signature

Title

Date



Town of Surfside Sidewalk and curb shotblasting

Bid Qualifications:

1. All sums not paid when due shall bear interest at the rate of 1 1/2% per month from the due date until paid or the maximum legal rate permitted by law, whichever is less, plus all costs of collection, including reasonable attorneys' fees.
2. If payment is not made CPR as herein provided, then CPR may stop work without prejudice to any other remedy it may have.
3. If on-site work is required, Buyer is to prepare all work areas to be accessible and acceptable for CPR's work. CPR will not be called upon to work until sufficient areas are ready to allow logical, continued, and efficient progress of the work until completion.
4. Notwithstanding any contract provision elsewhere contained, CPR may file a lien, claim, or notice thereof on its behalf in the event that any payment is not made as and when provided for.
5. Any hazardous waste uncovered during construction shall be the sole responsibility of the Owner.
6. CPR is not responsible for damage to embedded utilities or for damage caused by damage to embedded utilities.
7. Performance/Payment bonds are not included in this proposal.
8. Permit if required, to be supplied by others.
9. These Conditions of Proposal shall not be construed to make CPR's Proposal non-responsive to any necessarily applicable written specified conditions or requirements concerning the work to which this Proposal may be addressed. The Conditions of Proposal are intended to be effective to the full extent not inconsistent with or repugnant to such necessarily applicable specified conditions or requirements.
10. Should any of the Conditions of Proposal be voided for any reason, only such void portions shall be inapplicable, the remaining Conditions or portions thereof shall have full force and effect.
11. Payment by Buyer for CPR's performance is not, under any circumstances, subject to any contingencies or conditions precedent or subsequent other than CPR's performance pursuant to this Proposal.
12. This Proposal and any previous or subsequent agreement between CPR and Buyer is not intended to inure to the benefit of any party other than Buyer; provided, however, that obligations imposed upon Buyer shall bind its successors, assigns, sureties, insurers, officers, principals, and heirs.

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13. Removal and Replacement of all Mechanical, Electrical and Plumbing as required to access all areas of work at one time.
14. Access to all areas of work at one time, based on 8 phases of work.
15. Security clearance and badging as required for all CP&R workforce.
16. Due to the volatility of raw materials, CPR will pass along any unforeseen price increases, above current price (date of this proposal), or suppliers' surcharges suppliers at actual cost + 10% markup.
17. Pricing is good for 60 days.
18. Water supplied by the owner with hydrant connection / adapter as required.
19. Bathroom Facilities supplied by the owner at no cost to CP&R.
20. Demobilization and Remobilization cost due to inclement weather, TS, or Hurricane not in proposal.
21. Parking for CP&R vehicles to be supplied by the owner.
22. Scope review meeting required prior to mobilization of project.
23. Secure storage area for CP&R equipment and materials supplied at no cost to CP&R.
24. Any cost associated with future tariffs will be passed on at cost plus 10%.
25. No retainage to be held on this project.