

RESOLUTION NO. 2026- 3482

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A DONATION AND TRANSFER AGREEMENT WITH MIAMI-DADE SHERIFF'S OFFICE FOR A DONATION TO THE TOWN OF THE CHAMPLAIN TOWERS SOUTH COLLAPSE DEBRIS; APPROVING TRANSPORTATION AND RELOCATION SERVICES FOR THE COLLAPSE DEBRIS BY U.S.S. HAULING & RECYCLING, INC.; FINDING THAT COMPETITIVE BIDDING FOR THE SERVICES IS WAIVED PURSUANT TO CODE SEC. 3-12 AND/OR EXEMPT PURSUANT TO CODE SEC. 3-13(5) AND/OR 3-137(F); AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE DONATION AND TRANSFER AGREEMENT AND FURTHER AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND FOR AN EFFECTIVE DATE.

WHEREAS, on June 24, 2021, Champlain Towers South, a twelve-story condominium building located in the Town of Surfside ("Town"), partially collapsed, causing the deaths of 98 people ("Collapse"); and

WHEREAS, certain structural elements recovered from the rubble of the Collapse, including columns, slabs, and boulders, are in Miami-Dade Sheriff's Office's ("MDSO") possession, custody, and control ("Collapse Debris"); and

WHEREAS, the Collapse Debris is no longer needed by MDSO for investigative operations; and

WHEREAS, the Town has requested the donation of the Collapse Debris for use in a planned Town memorial honoring those who died in the Collapse ("Memorial") to be located on Town property; and

WHEREAS, the Town seeks to enter into a Building Collapse Debris Donation and Transfer Agreement with MDSO for the retrieval of the Collapse Debris; and

WHEREAS, the Collapse Debris Donation and Transfer Agreement provides a deadline of January 31, 2026 for all Collapse Debris to be transferred, with no provisions for extensions of such deadline, which if not met, will result in permanent forfeiture of the Collapse Debris; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into the Collapse Debris Donation and Transfer Agreement with MDSO, in substantially the same form as the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that the Collapse Debris Donation and Transfer Agreement is in the best interest and welfare of the Town.

WHEREAS, the Town seeks to locate, retrieve and transport selected structural Collapse Debris related to the Champlain Towers Collapse from: 1) Miami-Dade County Sheriff's Warehouse to a private storage facility (Primary Relocation) as contemplated in the Collapse Debris Donation and Transfer Agreement; and 2) from a nearby lot that will become Surf Row Residences to a designated area parallel to 88th Street, east of Collins Avenue, the future Champlain Towers Memorial Site (Secondary Relocation) (collectively, the "Work"); and

WHEREAS, pursuant to Section 3-12 of the Town's Code, the Town Commission may authorize the waiver of competitive bidding procedures upon the recommendation of the town manager that it is in the town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors; and

WHEREAS, purchases authorized by the waiver process provided for in Section 3-12 of the Town's Code shall be acquired after conducting a good faith review of

available sources and negotiation as to price, delivery and terms; and

WHEREAS, due to the insufficient time to acquire the Work through the normal purchasing process and the nature of the services, the Town Manager has conducted a good faith review of available sources and negotiation as to price, delivery and terms, and;

WHEREAS, Sec. 3-13(5) of the Town's Code provides for an exemption from competitive bidding under circumstances where time constraints do not permit the preparation of clearly drawn specifications; and

WHEREAS, Sec. 3-13(7)(f) of the Town's Code, public works contracts for services related to Town properties are exempt from competitive bidding; and

WHEREAS, U.S.S. Hauling & Recycling, Inc. ("Vendor") has provided a Proposal attached hereto as Exhibit "B" for the Work to be completed at a total cost not to exceed \$275,149.63.00, comprised of the Work at a cost of \$167,149.63, with an optional add-on for a Temporary Storage Site should it be required for a monthly lease rate of \$18,000.00 with a minimum six month term (\$108,000) (the "Proposal"); and

WHEREAS, the Town Commission wishes to authorize the Town Manager to purchase the Work and enter into a Contract with the Vendor, in substantially the same form as the Contract attached hereto as Exhibit "C"; and

WHEREAS, the Town Commission finds that the purchase of the Work 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 Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Town Manager Authorized: Collapse Debris Donation and Transfer Agreement Authorized. The Town Manager is hereby authorized to enter into the Collapse Debris Donation and Transfer Agreement with MDSO, substantially in the form attached hereto as Exhibit "A", subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Purchase of Work Approved; Exemption from Competitive Bidding. The purchase of the Work in the total amount not to exceed \$275,149.63.00 from the Vendor is hereby approved. The Town Commission finds that pursuant to Section 3-12 of the Town Code, competitive bidding procedures are waived, and/or pursuant to Section 3-13(5) and/or Section 3-13(7)(f) of the Town's Code, the purchase of the Work is exempt from competitive bidding. The Contract, in substantially the same form attached hereto as Exhibit "C," is hereby approved, subject to final approval as to form, content, and legal sufficiency 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 execute and implement the Collapse Debris Donation and Transfer Agreement and implement the purchase of the Work and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 13th day of January, 2026.

Motion By: Commissioner Velasquez,

Second By: Vice Mayor Paul.

FINAL VOTE ON ADOPTION:

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

Charles W. Burkett, Mayor

Attest:



Sandra N. McCready, MMC
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Thais Hernandez, Town Attorney

**BUILDING COLLAPSE DEBRIS DONATION AND TRANSFER AGREEMENT
BETWEEN MIAMI-DADE SHERIFF'S OFFICE AND THE TOWN OF SURFSIDE**

This Building Collapse Debris Donation and Transfer Agreement ("**Agreement**"), entered into and effective as of the last signature date below ("**Effective Date**"), is by and between the Miami-Dade Sheriff's Office ("**MDSO**"), an independent constitutional office under the laws of Florida, having its principal offices at 9105 N.W. 25th Street, Doral, Florida 33172, and the Town of Surfside, Florida ("**Town**"), a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 9293 Harding Avenue, Surfside, Florida, 33154 (collectively the "**Parties**" and singularly a "**Party**").

RECITALS

WHEREAS, on June 24, 2021, Champlain Towers South, a twelve-story condominium building located in the Town, partially collapsed, causing the deaths of 98 people ("**Collapse**"); and

WHEREAS, certain structural elements recovered from the rubble of the Collapse, including columns, slabs, and boulders, as more particularly described in **Exhibit "A"**, are in MDSO's possession, custody, and control ("**Collapse Debris**"); and

WHEREAS, the Collapse Debris is no longer needed by MDSO for investigative operations; and

WHEREAS, continued storage of the Collapse Debris by MDSO is uneconomical and inefficient; and

WHEREAS, the Collapse Debris is obsolete and surplus to MDSO's needs; and

WHEREAS, the Town has requested donation of the Collapse Debris for use in a planned Town memorial honoring those who died in the Collapse ("**Memorial**"); and

WHEREAS, the Florida Department of Environmental Protection ("**FDEP**"), on behalf of the U.S. Environmental Protection Agency ("**EPA**"), has authorized MDSO to transfer the Collapse Debris to the Town for use in the Memorial; and

WHEREAS, MDSO makes no warranties or guarantees regarding the condition of the Collapse Debris; and

WHEREAS, the Town has been given a full and complete opportunity to conduct its own investigations as to any matter, fact, or issue that might influence the Town's decision to accept the Collapse Debris from MDSO; and

WHEREAS, MDSO is willing to donate the Collapse Debris to the Town on an "as is," "as available," and "with all faults" basis, subject to the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. **Incorporation.** All recitals, defined terms, and exhibits set forth above are incorporated herein by reference and constitute a material part of this Agreement.
2. **Definitions.** Whenever the following terms appear in this Agreement, the intent and meaning shall be interpreted as follows:
 - 2.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity.
 - 2.2 **Town:** Unless the context requires otherwise, all references to ‘Town’ in sections 6.1 through 6.5 shall also be deemed to refer to the Town’s contractors hired to perform or oversee Transfer activities.
 - 2.3 **Warehouse** means the facility located at 9001 N.W. 87th Avenue, Suite 600, Medley, Florida 33178.
3. **Donation.** Upon the terms, covenants, and conditions set forth herein, MDSO agrees to donate the Collapse Debris to the Town, and the Town agrees to accept the donation of the Collapse Debris from MDSO.
4. **Disclosure and Recommendation.** Pursuant to written guidance from FDEP and EPA (attached hereto as **Exhibit “B”**), the Collapse Debris is exempt from the Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP) requirements related to demolition, renovations, transport, or disposal. Based on this exemption, there is no requirement to decontaminate the Collapse Debris before it is transferred to the Town. Upon such transfer and prior to any public use of or exposure to the Collapse Debris, it is recommended that the Town test and/or decontaminate the Collapse Debris in accordance with prevailing safety and protection standards. It is also recommended that protective personal equipment be used by anyone in contact with, or in proximity of, the Collapse Debris before completion of testing and/or decontamination.
5. **No Warranties.** MDSO provides the Collapse Debris in its “as is” and “as available” condition, with all faults, for use by the Town in the Memorial. Except as provided in Section 4 herein, MDSO makes no representations, warranties, or guarantees of any kind about the quality, condition, performance, or useful life of the Collapse Debris, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. The entire risk as to the quality, condition, performance, and usability of the Collapse Debris lies with the Town. Should the Collapse Debris prove defective or unusable, the Town assumes sole responsibility for the cost of any necessary repair, correction, remediation, treatment, or disposal.

6. **Transfer.**

6.1 **Deadline.** The Town shall have until **January 31, 2026**, to transfer the Collapse Debris from the Warehouse to a location chosen by the Town (“Transfer”). No extensions to this deadline will be given. If this deadline is not met, the donation will be permanently forfeited. The Town and MDSO shall cooperate with each other in scheduling a mutually acceptable time for the Transfer to be completed on or before January 31, 2026.

6.2 **Financial Responsibility.** All costs of the Transfer shall be borne by the Town. MDSO shall not be responsible for any Transfer costs.

6.3 **Compliance.** The Town shall perform the Transfer in compliance with Applicable Law, generally accepted industry standards, and Warehouse rules and regulations. All required local, state, and federal licenses, permits, and certificates shall be obtained by the Town.

6.4 **Equipment, Personnel, and Pre-Transfer Inspection.** The Town shall provide all equipment and personnel required for the Transfer. At a mutually acceptable time prior to the Transfer, the Town may inspect the Warehouse and Collapse Debris to determine equipment and personnel requirements.

6.5 **Safety and Protection.** The Town shall be solely responsible for initiating, maintaining, and supervising all safety precautions in connection with the Transfer, including:

6.5.1. Providing necessary protections to prevent damage, injury, or loss to personnel, property, materials, and equipment, including landscaping, walkways, pavements, roadways, structures, and utilities;

6.5.2 Repairing or remedying all damage, injury, or loss to any property, equipment, or materials caused directly or indirectly, in whole or in part, by the Town, or its contractors, without cost to MDSO;

6.5.3 Complying with the Occupational Safety and Health Act of 1970 (“OSHA”) and all other Applicable Law and prevailing industry standards for the safety of persons and protection of property, and implementing all necessary safeguards for such safety and protection;

6.5.4 Designating a qualified Safety Officer whose duty shall be the prevention of accidents; and

6.5.5 At least ten (10) calendar days before the Transfer, submitting, for MDSO review and feedback, a detailed safety plan, identifying:

1. Equipment to be used;
2. Schedule of activities.

3. Loading and hauling procedures;
4. Staffing and training requirements;
5. Potential hazards and precautions to be taken;
6. Personal protective equipment and clothing requirements;
7. Safety Officer qualifications and duties;
8. Notices, warnings, signage, and/or barriers for the protection of personnel and the public;
9. First aid procedures;
10. Contingency plans to be implemented in the event of an emergency or inclement weather; and
11. Certificates of Insurance required under Section 6.6 herein.

6.6 Insurance.

6.6.1. **Town.** MDSO acknowledges that the Town is self-insured and not required to secure any type of additional insurance coverage during the term of this Agreement. Prior to the Transfer, the Town shall provide MDSO with a letter evidencing the Town's self-insured status.

6.6.2 **Town's Contractors.** For the duration of the Agreement, all of the Town's contractors hired to perform Transfer activities must maintain the following insurance policies in full force in effect: (i) commercial general liability insurance in the amount of not less than \$1,000,000 per occurrence for bodily injury and property damage; (ii) workers' compensation insurance as required by Chapter 440, Florida Statutes; and (iii) commercial automobile liability insurance covering vehicles for 1,000,000 combined single limit. Such insurance policies must be issued by an insurance company with a Best's rating/financial size category of A-/VII or better, or authorized and approved to do business in the State of Florida. Miami-Dade Sheriff's Office (9105 N.W. 25th Street, Doral, FL 33172), Miami-Dade County (111 N.W. First Street, Suite 2340, Miami, FL 33128), First Industrial, L.P. (1 North Wacker Drive, Suite 4200, Chicago, IL 60606) must be added as additional insureds ("Additional Insureds") on the Town's contractors' commercial general liability and automobile liability insurance policies:

6.6.3 **Certificates of Insurance.** All of the Town's contractors' insurance policies shall be primary to any other insurance that may be available to any of the Additional Insureds. At least ten (10) calendar days before the Transfer, the Town shall deliver, or cause to be delivered, to MDSO all of the Town's contractors' Certificates of Insurance for the commercial general liability and automobile liability policies required under Section 6.6.2 herein.

7. **Assumption of Risk.** The Town acknowledges there are certain risks or hazards that may arise from the donation, possession, use, or misuse of the Collapse Debris, including the risk of injury, disability, death, or exposure to hazardous materials. The Town knowingly and voluntarily assumes full responsibility for all risks arising directly or indirectly from the donation, possession, use, or misuse of the Collapse Debris, both known and unknown, regardless of the cause.

8. **Disclaimer; Limitation of Liability.** Upon the Transfer, the Town will assume sole responsibility for the Collapse Debris on the same basis as any other property owned by the Town, and MDSO disclaims and is relieved of any and all responsibilities, obligations, or liabilities with regard to the Collapse Debris. The Town accepts sole responsibility to ensure all necessary safety precautions and procedures are taken in connection with the possession and use of the Collapse Debris.
9. **Release of Claims.** The Town irrevocably and unconditionally waives, releases, and forever discharges all rights, claims, and actions the Town may have or acquire against MDSO, its officials, officers, and employees which arise from, relate to, or are in any way connected with the donation, condition, possession, use, or misuse of the Collapse Debris, regardless of the cause. The Town agrees not to sue MDSO on the basis of these waived and released rights, claims, and actions, including, without limitation, any demands for indemnification of third-party claims against the Town arising from the condition, possession, use, or misuse of the Collapse Debris.
10. **Indemnification.** The Town shall indemnify, hold harmless, and defend MDSO and all of its current, past, and future officials, officers, employees, or agents (collectively, “**Indemnified Party**”) from and against any and all claims, losses, costs, expenses, liabilities, demands, causes of action, and costs of defense or settlement, including, without limitation, attorneys’ fees and court costs, arising from, relating to, or in any way connected with the donation, condition, possession, use, or misuse of the Collapse Debris (“**Claim**”).
11. **Use.** The Town agrees that it will only use the Collapse Debris as stated in this Agreement. If the Town determines the Collapse Debris, for whatever reason, no longer serves its useful purpose, the Town may dispose of the Collapse Debris in accordance with Applicable Law and the Town’s policies and procedures.
12. **Recognition.** The Town, at its cost and expense, agrees to place a permanent plaque or other installation (“**Installation**”) at the Memorial in recognition of all first responders’ collaborative efforts and close partnership with the Town in the emergency response to the tragedy of June 24, 2021.

12.1 Wording. The wording on the Installation shall be determined by the Town. The following language may be considered: “With grateful appreciation to all first responders for standing in solidarity with the Town of Surfside, united in service to the victims, families, and community of Champlain Towers South.”

12.2 Design. The Installation will be of a design consistent with the Town’s architectural standards for the Memorial.

12.3 Placement. The Installation will be permanently and securely placed at a prominent and publicly accessible location at the Memorial, as approved by the Town and MDSO.

13. **Limitation on MDSO Obligations.** MDSO has no other obligations to the Town with respect to this Agreement, including, but not limited to, an absolute prohibition on the expenditure of funds by MDSO in the performance of this Agreement.
14. **Term.** This Agreement shall commence on the Effective Date and expire on January 31, 2026.
15. **General Provisions.**

15.1 **Communications.** Notices, requests, submissions, and communications under this Agreement must be sent via email, U.S. first-class mail (with a contemporaneous copy via email), or personal delivery (with a contemporaneous copy via email), to the representatives and addresses listed below:

For MDSO:

Homicide Bureau
9105 N.W. 25th Street, Suite 2088
Doral, FL 33172
Phone: (305) 471-2400
Email: bcsolis@mdso.com | dferrin@mdso.com | jawendling@mdso.com

With a copy to:

General Counsel's Office
9105 N.W. 25th Street, Suite 3072
Doral, FL 33172
Attn: Contracts Section
(305) 471-1800
gcoinfo@mdso.com

For Town:

Town Manager's Office
9293 Harding Avenue
Surfside, FL 33154
Phone: (305) 861-4863, Ext. 225
Email: mdiaz@townofsurfsidefl.gov | agonzalez@townofsurfsidefl.gov

With a copy to:

Town Attorney
9293 Harding Avenue
Surfside, FL 33154
Phone: (305) 861 – 4863
Email: thernandez@townofsurfsidefl.gov

A Party may change its contact information by giving notice of such change in accordance with this section.

15.2 **No Third-Party Beneficiaries.** No provision of this Agreement is intended, or shall be construed, to create any third-party beneficiary or provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of MDSO or the Town.

15.3 **Assignment.** Except as otherwise provided herein, neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. Any attempted assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, and shall constitute a breach of this Agreement.

15.4 **No Waiver.** Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right or power to enforce such provision. The failure to assert a breach of a provision of this Agreement shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Agreement.

15.5 **Severability.** If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

15.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any legal action necessary to enforce this Agreement shall be held in Miami-Dade County, Florida for state court actions, and in Miami, Florida for federal court actions. Each Party hereby expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

15.7 **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions or agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by both Parties.

15.8 **Multiple Originals and Counterparts.** This Agreement may be executed electronically or physically in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

15.9 **Survival.** The Recitals and Sections 2, 4, 5, 6.2, 6.5.2, 7, 8, 9, 10, 11, 12, 13, and 15 herein shall survive the termination of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers on the last signature date below.

FOR MIAMI-DADE SHERIFF'S OFFICE:

Rosie Cordero-Stutz, Sheriff

Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Janet Lewis, General Counsel

Date

FOR TOWN OF SURFSIDE:

By: _____
Charles W. Burkett, Mayor

Date: _____

ATTEST:

Sandra N. McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Thais Hernandez, Esq.
Town Attorney

Exhibit "B"



**Hurricane & Disaster Debris Cleanup Demolition
Trash Cleanouts Debris Removal Hauling**
20533 Biscayne Blvd, Suite 131 Aventura, Florida 33180
Telephone: (305) 785-4220
E-mail: usshauling@gmail.com

December 9, 2025

Town of Surfside – Public Works Department
9293 Harding Avenue
Surfside, FL 33154
Email: aeugent@townofsurfsidefl.gov,
agonzalez@townofsurfsidefl.gov,
mdiaz@townofsufsidefl.gov
Phone: (305) 861-4863 ext. 305

Proposal for Town of Surfside **Relocation of Stored Debris from Surfside Collapse**

SCOPE OF WORK FOR PRIMARY & SECONDARY RELOCATIONS:

Primary Relocation:

The Town of Surfside is requesting the relocation of selected structural debris pieces (see Exhibit 1) currently stored at the **Debris Storage Facility located at: 9001 NW 87th Avenue, Suite 600, Medley, FL 33178.**

A total of **88 designated specimens** have been selected out of an approximate **600 stored pieces**. USS Hauling & Recycling will locate, retrieve, and transport the selected pieces to a drop-off location (TBD). Due to the density and positioning of the debris inventory, retrieval will require **internal maneuvering, re-arranging, staging, and logistical sequencing** to safely access and extract the required specimens.

Secondary Relocation:

In addition to the primary relocation, the Town has requested the relocation of a secondary stockpile of concrete debris currently stored on a nearby lot that will become Surf Row Residences, across from 8809 Collins Ave. This material is to be moved across the street to a designated area parallel to 88th Street, east of Collins Ave.

PRIMARY RELOCATION OPERATIONS PLAN

TRANSPORTATION PLAN:

Equipment & Transport Vehicles

- Two tractor-trailer flatbeds, each compliant with an 80,000 lb GVWR industry-standard hauling capacity.
- CDL drivers trained in handling oversized and irregular loads.
- Dunnage, cribbing, tie-downs, and nylon protective sleeves used to stabilize, cushion, and protect specimens during loading and transport.
- Specialty lifting equipment for multi-story columns, oversized slabs, and irregular shapes.

Escort & Movement Protocol

- We will determine on-site whether to run trucks in a continuous loop or dispatch both together, choosing the method that maximizes speed and safety.
- Movement sequenced to minimize downtime and maximize safe, continuous hauling.

Estimated Project Duration

- Estimated duration: **2–3 weeks** at 12 hours per day, subject to Town approval. Timeline varies based on piece accessibility, travel time, drop-off location, access, and how the Town requires the pieces to be positioned or ordered at drop-off site.
- Continuous staging/loading cycles to accelerate timeline where possible.

HANDLING & LOADING PROCESS

Storage Site Operations (Medley, FL)

- 1–2 Forklifts
 - 1 Heavy-duty for oversized slabs, beams, and multi-story columns.
 - 1 Medium-duty forklift for maneuvering secondary pieces to access the required specimens.
 - Where necessary, crossbeam lifting setup, chains.
 - Dunnage for safety and support of specimens in transport.
- Spotters and helpers to direct safe loading, lift angles, and placement.

Drop-Off Site Operations (Surfside, FL)

- 1 Heavy-duty forklift for unloading, staging, and final placement.
- Dunnage to support specimens at drop-off location.
- Spotters and helpers to direct safe offloading, lift angles, and placement.

On-Site Personnel

- 3 Forklift Operators
- 2 CDL Drivers
- 2 Spotters/Helpers at Storage Site
- 2 Spotters/Helpers at Drop-Off Site
- 1 Project Manager / Safety Supervisor

Handling Requirements

- Crossbeam lifting setups for designated specimens and any irregular multi-story structural elements.
- Rebar trimming (minimum necessary) when required to allow safe loading or placement.
- Dunnage under all slabs/columns during loading and unloading for safety and to prevent cracking or torsional stress.

Safety Protocol

- Daily Safety Briefing / Job Hazard Analysis (JHA) will occur at the start of each shift to outline the day's work sequence, equipment movements, and risk-control measures.
- All personnel must remain in full OSHA-compliant PPE, hard hats, high-visibility vests, safety eyewear, cut-resistant gloves, and steel-toe boots, throughout all material handling and equipment operations.

OPERATIONS' REQUIREMENTS & COST

Labor:

- Forklift operators (3)
- CDL drivers (2)
- Helpers (4 total)
- Project manager

Equipment

- Forklifts
- Tractor-trailer flatbeds
- Fuel & maintenance

Materials / Consumables

- Dunnage, specialty lifting, straps, padding, crossbeam lifting setup, chains, 10-ton ratchet straps

Primary Relocation Total Amount: \$138,450.00

SECONDARY RELOCATION OPERATIONS PLAN

USS Hauling & Recycling will provide all necessary labor, equipment, and transport resources to complete this secondary relocation efficiently, and we can proceed immediately upon approval. This work will require a separate mobilization but will be performed as part of the same overall project, with our team transitioning directly from the primary relocation into the secondary relocation.

Due to the quick turnaround requested, our team will determine on-site whether forklifts or a crane provide the safest and most effective method for relocating the material. All handling will follow the same safety and preservation-focused procedures applied to the primary Surfside specimens.

We request assistance from the Town of Surfside for MOT (Maintenance of Traffic) while transporting the material across the street.

Secondary Relocation Total Amount: \$28,699.63

COMBINED TOTAL

Primary Relocation: \$138,450.00

Secondary Relocation: \$28,699.63

TOTAL AMOUNT: \$167,149.63

OPTIONAL ADD-ON: Temporary Storage Site

At the Town's request, USS Hauling & Recycling can provide a secured storage location for the relocated material at: **3424 NW 151 St, Miami Gardens, FL 33054**

This facility can be leased for a **minimum 6-month term**.

Monthly Lease Rate: \$18,000

This line item is optional and is provided for the Town's convenience should an interim storage site be required.

INSURANCE & COMPLIANCE

- **Workers' Compensation:** Florida Statute 440 compliant
- **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 aggregate
 - Name **Town of Surfside**, as **additional insured**
- **Automobile Liability:** \$1,000,000

Certificates can be issued **immediately upon notice of award**.

COMPANY EXPERIENCE

USS Hauling & Recycling has successfully completed **two prior Surfside disaster debris relocation contracts** involving the selected specimens and similar specimen sizes, weights (up to 13 tons), irregular shapes, and high-precision handling requirements. Our familiarity with the material, safety protocols, equipment requirements, and inter-agency coordination ensures a smooth and compliant project execution. We are prepared to begin work **within 72 hours** of receiving notice to proceed. We appreciate the opportunity to support the Town of Surfside in this important relocation effort and are committed to delivering a safe, efficient, and fully compliant project.

NOTES:

- Price excludes police escort and additional mobilizations.
- We request assistance from the Town of Surfside for MOT (Maintenance of Traffic) while transporting the material across the street.
- Price is subject to adjustment based on changes in access, conditions, or requirements.

By signing below, the parties acknowledge and agree to the scope of work, project requirements, terms, and pricing outlined in this proposal.

USS Hauling & Recycling, Inc.

Date: Dec 9, 2025

Name: Raphael Rosenwasser, President

Signature: _____

Town of Surfside

Date: _____

Name: _____ Title: _____

Signature: _____

EXHIBIT 1

side CTS Debris Viewing - Inventory

Site Visited 08/14/2025, 09/02/2025

Individuals Present: Kelli Schueler, Rachel Kinsey - KEITH, Joshua Wendling, MDSO

Material Identified

	Identifier	height (in)	width (in)	length (in)	volume (cf)	volume (cy)	rebar (size x qty)	notes
8/14/25								
Columns								
1	63*	14	18	180	26.25	0.97	r1" x 4	1 of 2 sections
2	63*	16	16	156	23.11	0.86	r1" x 4	2 of 2 sections
3	4*	14	18	160	23.33	0.86	r1" x 4	1 of 2 sections
4	4*	14	18	160	23.33	0.86	r1" x 4	2 of 2 sections
5	234	14	18	130	18.96	0.70	r2" x 8	heavy rebar with coredrilled holes
6	208	16	16	120	17.78	0.66	r1" x 4	
7	357	24	14	120	23.33	0.86	r2" x 8	heavy rebar
8	33	16	16	140	20.74	0.77	r1" x 4	
9	001	16	16	102	15.11	0.56	r1" x 4	
10	1	16	16	136	20.15	0.75	r1" x 4	
11	82	16	16	156	23.11	0.86	r2" x 8	heavy rebar
12	100	14	18	109	15.90	0.59	r2" x 6	heavy rebar
13	20*	16	16	85	12.59	0.47	r1" x 4	1 of 3 sections (only one measured)
9/2/25								
14	98*	16	16	84	12.44	0.46		1 of 2 pieces
15	98*	16	16	60	8.89	0.33		2 of 2 pieces
16	199	14	18	136	19.83	0.73	r1 x 4	
17	533	24	24	56	18.67	0.69	none	large block
18	44	16	16	96	14.22	0.53		
19	66	16	24	120	26.67	0.99		
20	11	16	16	92	13.63	0.50	r1 x 6	
21	287	16	16	93	13.78	0.51	r1.5 x 8	
22	46	16	16	94	13.93	0.52	r1.5 x 9	
23	200	14	18	112	16.33	0.60	r1.5 x 6	
24	42	16	16	98	14.52	0.54		
25	267	14	33	60	16.04	0.59	none	large block (missing approx. 20%)
26	183	12	24	84	14.00	0.52	r1 x 8	
27	505	16	16	96	14.22	0.53		
28	81	16	16	112	16.59	0.61		core drill holes
29	530	24	24	50	16.67	0.62	none	large block, center conduit (planter wall)
30	529	24	24	48	16.00	0.59	none	large block, center conduit (planter wall)
31	532	24	24	60	20.00	0.74	none	large block, center conduit (planter wall)
32	531	24	24	60	20.00	0.74	none	large block, center conduit (planter wall)
33	62	14	18	145	21.15	0.78		
34	178	16	16	180	26.67	0.99		
35	306	14	16	108	14.00	0.52		
36	82	16	16	163	24.15	0.89	r1.5 x 12	heavy / all rebar
37	130	16	16	125	18.52	0.69	r1.5 x 8	
38	25	14	18	115	16.77	0.62	r1 x 4	
39	282	16	16	134	19.85	0.74	r1.5 x 6	
40	314	16	16	118	17.48	0.65	r1.5 x 8	
41	161	16	16	100	14.81	0.55	r1.5 x 6	
42	403	24	24	74	24.67	0.91	r2 x 16	
43	97*	16	16	92	13.63	0.50		1 of 2 pieces
44	97*	16	16	75	11.11	0.41		2 of 2 pieces
45	526	16	16	110	16.30	0.60	r1.5 x 9	
46	540	14	18	125	18.23	0.68	r1.5 x 8	heavy rebar
47	507	16	16	94	13.93	0.52		
48	260	14	18	108	15.75	0.58	r2 x 8	heavy rebar
49	32	18	18	101	18.94	0.70		
50	49	14	18	92	13.42	0.50		
51	114	16	16	112	16.59	0.61	r1	
52	80	16	16	101	14.96	0.55		

* dumpster container- unmarked - large piece w/ rebar

9/12/2025 - Additional pieces added to account for previous items selected in error (90, 246, 233)

53	99	12	24	80	13.33	0.49		
54	301	16	16	90	13.33	0.49	r1" x 8	
55	176*	16	16	85	12.59	0.47	r1 x 4	1 of 2 pieces
56	176*	16	16	55	8.15	0.30	r1 x 4	2 of 2 pieces
57	79	16	16	87	12.89	0.48		
58	501	14	18	90	13.13	0.49	r1 x 4	
59	204	16	16	88	13.04	0.48	r1 x 4	
60	525	16	16	85	12.59	0.47	r1 x 4	
61	162	16	16	88	13.04	0.48		
62	340	16	16	86	12.74	0.47		
63	504	16	16	89	13.19	0.49	r1 x 4	
Columns Subtotal					39.22	cy		

8/14/25

Slabs							
1	259	8	86	104	41.41	1.53	
2	294	14	80	70	45.37	1.68	
3	148	8	90	55	22.92	0.85	
4	187	8	27	188	23.50	0.87	
5	152	8	82	70	26.57	0.98	

9/2/25							
6	223	14	80	128	82.96	3.07	
7	73	14	40	120	38.89	1.44	
8	214	14	64	84	43.56	1.61	
9	243	8	75	92	31.94	1.18	
10	119	8	90	110	45.83	1.70	
11	191	8	96	60	26.67	0.99	
12	101	8	75	75	26.04	0.96	
13	164	8	60	75	20.83	0.77	
14	229	8	96	105	46.67	1.73	
15	132	8	67	103	31.95	1.18	
16	339	8	63	78	22.75	0.84	
17	201	8	63	78	22.75	0.84	
18	8	8	52	73	17.57	0.65	
19	345*	8	45	58	12.08	0.45	1 of 2 pieces
20	345*	8	53	68	16.69	0.62	2 of 2 pieces
21	342	12	50	74	25.69	0.95	
22	231	8	46	83	17.68	0.65	
Slabs Subtotal					25.57	cy	

Boulders							
1	291	24	30	30	12.50	0.46	very little visible rebar - good option for landscape ar
2	535	24	45	45	28.13	1.04	very little visible rebar - good option for landscape ar
3	534	35	35	40	28.36	1.05	very little visible rebar - good option for landscape ar
Boulder Subtotal					2.55	cy	

Total Inventoried (excludes boulders) 67.35 cy
Less 30% (rebar / material loss) 20.20 47.14 cy
Total doesn't account for material lost through rebar



**Hurricane & Disaster Debris Cleanup Demolition
Trash Cleanouts Debris Removal Hauling**
20533 Biscayne Blvd, Suite 131 Aventura, Florida 33180
Telephone: (305) 785-4220
E-mail: usshauling@gmail.com

December 9, 2025

Town of Surfside – Public Works Department
9293 Harding Avenue
Surfside, FL 33154
Email: aeugent@townofsurfsidefl.gov,
agonzalez@townofsurfsidefl.gov,
mdiaz@townofsufsidefl.gov
Phone: (305) 861-4863 ext. 305

Proposal for Town of Surfside **Relocation of Stored Debris from Surfside Collapse**

SCOPE OF WORK:

The Town of Surfside is requesting the relocation of **selected structural debris pieces** (see exhibit 1) currently stored at: **Debris Storage Facility:** 9001 NW 87th Avenue, Suite 600, Medley, FL 33178.

A total of **88 designated specimens** (see Exhibit 1) have been selected out of an estimated **600 stored pieces**. We are to locate, retrieve and transport selected pieces to a drop-off location (**TBD**).

Due to the density and positioning of the debris inventory, retrieval will require internal maneuvering, re-arranging, staging, and logistical sequencing to safely access and extract the required specimens.

TRANSPORTATION PLAN:

Equipment & Transport Vehicles

- Two tractor-trailer flatbeds, each compliant with an 80,000 lb GVWR industry-standard hauling capacity.
- CDL drivers trained in handling oversized and irregular loads.
- Dunnage, cribbing, tie-downs, and nylon protective sleeves used to stabilize, cushion, and protect specimens during loading and transport.
- Specialty lifting equipment for multi-story columns, oversized slabs, and irregular shapes.

Escort & Movement Protocol

- We will determine on-site whether to run trucks in a continuous loop or dispatch both together, choosing the method that maximizes speed and safety.

- Movement sequenced to minimize downtime and maximize safe, continuous hauling.

Estimated Project Duration

- Estimated duration: **2–3 weeks** at 12 hours per day, subject to Town approval. Timeline varies based on piece accessibility, travel time, drop-off location, access, and how the Town requires the pieces to be positioned or ordered at drop-off site.
- Continuous staging/loading cycles to accelerate timeline where possible.

HANDLING & LOADING PROCESS

Storage Site Operations (Medley, FL)

- 1–2 Forklifts
 - 1 Heavy-duty for oversized slabs, beams, and multi-story columns.
 - 1 Medium-duty forklift for maneuvering secondary pieces to access the required specimens.
 - Where necessary, crossbeam lifting setup, chains.
 - Dunnage for safety and support of specimens in transport.
- Spotters and helpers to direct safe loading, lift angles, and placement.

Drop-Off Site Operations (Surfside, FL)

- 1 Heavy-duty forklift for unloading, staging, and final placement.
- Dunnage to support specimens at drop-off location.
- Spotters and helpers to direct safe offloading, lift angles, and placement.

On-Site Personnel

- 3 Forklift Operators
- 2 CDL Drivers
- 2 Spotters/Helpers at Storage Site
- 2 Spotters/Helpers at Drop-Off Site
- 1 Project Manager / Safety Supervisor

Handling Requirements

- Crossbeam lifting setups for designated specimens and any irregular multi-story structural elements.
- Rebar trimming (minimum necessary) when required to allow safe loading or placement.
- Dunnage under all slabs/columns during loading and unloading for safety and to prevent cracking or torsional stress.

Safety Protocol

- Daily Safety Briefing / Job Hazard Analysis (JHA) will occur at the start of each shift to outline the day's work sequence, equipment movements, and risk-control measures.
- All personnel must remain in full OSHA-compliant PPE, hard hats, high-visibility vests, safety eyewear, cut-resistant gloves, and steel-toe boots, throughout all material handling and equipment operations.

INSURANCE & COMPLIANCE

- **Workers' Compensation:** Florida Statute 440 compliant
- **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 aggregate
 - Name **Town of Surfside**, as **additional insured**
- **Automobile Liability:** \$1,000,000

Certificates can be issued **immediately upon notice of award.**

COMPANY EXPERIENCE

USS Hauling & Recycling has successfully completed **two prior Surfside disaster debris relocation contracts** involving the selected specimens and similar specimen sizes, weights (up to 13 tons), irregular shapes, and high-precision handling requirements. Our familiarity with the material, safety protocols, equipment requirements, and inter-agency coordination ensures a smooth and compliant project execution. We are prepared to begin work **within 72 hours** of receiving notice to proceed. We appreciate the opportunity to support the Town of Surfside in this important relocation effort and are committed to delivering a safe, efficient, and fully compliant project.

OPERATIONS' REQUIREMENTS & COST

Labor:

- Forklift operators (3)
- CDL drivers (2)
- Helpers (4 total)
- Project manager

Equipment

- Forklifts
- Tractor-trailer flatbeds
- Fuel & maintenance

Materials / Consumables

- Dunnage, specialty lifting, straps, padding, crossbeam lifting setup, chains, 10-ton ratchet straps

Total Proposal Amount: \$138,450

NOTES:

- Price excludes police escort and additional mobilizations.
- Price is subject to adjustment based on changes in access, conditions, or requirements.

By signing below, the parties acknowledge and agree to the scope of work, project requirements, terms, and pricing outlined in this proposal.

USS Hauling & Recycling, Inc.

Date: Dec 9, 2025

Name: Raphael Rosenwasser, President

Signature: _____

Town of Surfside

Date: _____

Name: _____ Title: _____

Signature: _____

EXHIBIT 1

side CTS Debris Viewing - Inventory

Site Visited 08/14/2025, 09/02/2025

Individuals Present: Kelli Schueler, Rachel Kinsey - KEITH, Joshua Wendling, MDSO

Material Identified

	Identifier	height (in)	width (in)	length (in)	volume (cf)	volume (cy)	rebar (size x qty)	notes
	8/14/25							
	Columns							
1	63*	14	18	180	26.25	0.97	r1" x 4	1 of 2 sections
2	63*	16	16	156	23.11	0.86	r1" x 4	2 of 2 sections
3	4*	14	18	160	23.33	0.86	r1" x 4	1 of 2 sections
4	4*	14	18	160	23.33	0.86	r1" x 4	2 of 2 sections
5	234	14	18	130	18.96	0.70	r2" x 8	heavy rebar with coredrilled holes
6	208	16	16	120	17.78	0.66	r1" x 4	
7	357	24	14	120	23.33	0.86	r2" x 8	heavy rebar
8	33	16	16	140	20.74	0.77	r1" x 4	
9	001	16	16	102	15.11	0.56	r1" x 4	
10	1	16	16	136	20.15	0.75	r1" x 4	
11	82	16	16	156	23.11	0.86	r2" x 8	heavy rebar
12	100	14	18	109	15.90	0.59	r2" x 6	heavy rebar
13	20*	16	16	85	12.59	0.47	r1" x 4	1 of 3 sections (only one measured)
	9/2/25							
14	98*	16	16	84	12.44	0.46		1 of 2 pieces
15	98*	16	16	60	8.89	0.33		2 of 2 pieces
16	199	14	18	136	19.83	0.73	r1 x 4	
17	533	24	24	56	18.67	0.69	none	large block
18	44	16	16	96	14.22	0.53		
19	66	16	24	120	26.67	0.99		
20	11	16	16	92	13.63	0.50	r1 x 6	
21	287	16	16	93	13.78	0.51	r1.5 x 8	
22	46	16	16	94	13.93	0.52	r1.5 x 9	
23	200	14	18	112	16.33	0.60	r1.5 x 6	
24	42	16	16	98	14.52	0.54		
25	267	14	33	60	16.04	0.59	none	large block (missing approx. 20%)
26	183	12	24	84	14.00	0.52	r1 x 8	
27	505	16	16	96	14.22	0.53		
28	81	16	16	112	16.59	0.61		core drill holes
29	530	24	24	50	16.67	0.62	none	large block, center conduit (planter wall)
30	529	24	24	48	16.00	0.59	none	large block, center conduit (planter wall)
31	532	24	24	60	20.00	0.74	none	large block, center conduit (planter wall)
32	531	24	24	60	20.00	0.74	none	large block, center conduit (planter wall)
33	62	14	18	145	21.15	0.78		
34	178	16	16	180	26.67	0.99		
35	306	14	16	108	14.00	0.52		
36	82	16	16	163	24.15	0.89	r1.5 x 12	heavy / all rebar
37	130	16	16	125	18.52	0.69	r1.5 x 8	
38	25	14	18	115	16.77	0.62	r1 x 4	
39	282	16	16	134	19.85	0.74	r1.5 x 6	
40	314	16	16	118	17.48	0.65	r1.5 x 8	
41	161	16	16	100	14.81	0.55	r1.5 x 6	
42	403	24	24	74	24.67	0.91	r2 x 16	
43	97*	16	16	92	13.63	0.50		1 of 2 pieces
44	97*	16	16	75	11.11	0.41		2 of 2 pieces
45	526	16	16	110	16.30	0.60	r1.5 x 9	
46	540	14	18	125	18.23	0.68	r1.5 x 8	heavy rebar
47	507	16	16	94	13.93	0.52		
48	260	14	18	108	15.75	0.58	r2 x 8	heavy rebar
49	32	18	18	101	18.94	0.70		
50	49	14	18	92	13.42	0.50		
51	114	16	16	112	16.59	0.61	r1	
52	80	16	16	101	14.96	0.55		

* dumpster container- unmarked - large piece w/ rebar

9/12/2025 - Additional pieces added to account for previous items selected in error (90, 246, 233)

53	99	12	24	80	13.33	0.49		
54	301	16	16	90	13.33	0.49	r1" x 8	
55	176*	16	16	85	12.59	0.47	r1 x 4	1 of 2 pieces
56	176*	16	16	55	8.15	0.30	r1 x 4	2 of 2 pieces
57	79	16	16	87	12.89	0.48		
58	501	14	18	90	13.13	0.49	r1 x 4	
59	204	16	16	88	13.04	0.48	r1 x 4	
60	525	16	16	85	12.59	0.47	r1 x 4	
61	162	16	16	88	13.04	0.48		
62	340	16	16	86	12.74	0.47		
63	504	16	16	89	13.19	0.49	r1 x 4	
Columns Subtotal					39.22	cy		

8/14/25

Slabs							
1	259	8	86	104	41.41	1.53	
2	294	14	80	70	45.37	1.68	
3	148	8	90	55	22.92	0.85	
4	187	8	27	188	23.50	0.87	
5	152	8	82	70	26.57	0.98	

9/2/25							
6	223	14	80	128	82.96	3.07	
7	73	14	40	120	38.89	1.44	
8	214	14	64	84	43.56	1.61	
9	243	8	75	92	31.94	1.18	
10	119	8	90	110	45.83	1.70	
11	191	8	96	60	26.67	0.99	
12	101	8	75	75	26.04	0.96	
13	164	8	60	75	20.83	0.77	
14	229	8	96	105	46.67	1.73	
15	132	8	67	103	31.95	1.18	
16	339	8	63	78	22.75	0.84	
17	201	8	63	78	22.75	0.84	
18	8	8	52	73	17.57	0.65	
19	345*	8	45	58	12.08	0.45	1 of 2 pieces
20	345*	8	53	68	16.69	0.62	2 of 2 pieces
21	342	12	50	74	25.69	0.95	
22	231	8	46	83	17.68	0.65	
Slabs Subtotal					25.57	cy	

Boulders							
1	291	24	30	30	12.50	0.46	very little visible rebar - good option for landscape ar
2	535	24	45	45	28.13	1.04	very little visible rebar - good option for landscape ar
3	534	35	35	40	28.36	1.05	very little visible rebar - good option for landscape ar
Boulder Subtotal					2.55	cy	

Total Inventoried (excludes boulders) 67.35 cy
Less 30% (rebar / material loss) 20.20 **47.14** cy

Total doesn't account for material lost through rebar

ITEM DESCRIPTION:		25-040 Surf Row Residences			
Concrete Relocation		Date:	12/1/2025	Change Order No.:	002
A.- Labor Requirements					
Description	Qty	Regular Hrs	Overtime Hrs	Labor Rate	Total Amount
Project Manager	1.00	4.00	0.00	\$465.00	\$465.00
Foreman	1.00	20.00	0.00	\$1,550.00	\$1,550.00
Crane Operator	1.00	20.00	0.00	\$1,023.00	\$1,023.00
Labor	2.00	20.00	0.00	\$651.00	\$1,302.00
Truck Driver	2.00	20.00	0.00	\$682.00	\$1,364.00
	0.00	0.00	0.00	\$0.00	\$0.00
	0.00	0.00	0.00	\$0.00	\$0.00
	0.00	0.00	0.00	\$0.00	\$0.00
	0.00	0.00	0.00	\$0.00	\$0.00
	0.00	0.00	0.00	\$0.00	\$0.00
Sub Total					\$5,704.00
B.-Equipment Requirements					
Description	Qty	Rate/Hr	Operating Cost / Hr	Duration (Hrs)	Amount
75 Ton Mobile Crane	1.00	\$249.44	\$150.03	20.00	\$7,989.40
Truck (Flatbed)	2.00	\$110.43	\$83.64	20.00	\$7,762.80
	0.00	\$0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	\$0.00	0.00	\$0.00
Sub Total					\$15,752.20
C.-Material					
Description	Qty	Unit	Rate (w/tax)		Amount
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
Sub Total					\$0.00
D.-Subcontractor Requirements					
Subcontractor	Qty	Unit	Rate (w/tax)		Amount
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
	0.00		\$0.00		\$0.00
Sub Total					\$0.00
E.- Misc. Requirements					
Description	Qty	Unit	Rate (w/tax)	Duration	Amount
Misc. Materials (Plywood/ 2" x 4" Lumber)	1.00	LS	\$1,000.00		\$1,000.00
MOT	1.00	LS	\$2,500.00		\$2,500.00
					\$0.00
					\$0.00
Sub Total					\$3,500.00
Total					\$24,956.20
Mark-up on Cost of Labor for General Conditions:			15.00%		\$3,743.43
Bond Cost:			0.00%		\$0.00
Grand Total :					\$28,699.63
REMARKS :					
Change order includes relocation of existing concrete to new location					

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of _____, 2026 (the "Effective Date") between the Town of Surfside (the "Town") and U.S.S. Hauling & Restoration, Inc. (the "Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Town desires to retain Contractor to perform professional location, retrieval, and restoration services to the Town relating to structural collapse debris related to the Champlain Towers Collapse and optional temporary storage site services (the "Services"); and

WHEREAS, the Contractor is engaged in the business of providing such services and is willing to provide those services; and

WHEREAS, the Contractor has provided a Proposal attached hereto as Exhibit "A" for the work to be completed at a total cost not to exceed \$275,149.63, including the optional temporary storage site services for a monthly lease rate of \$18,000.00 with a minimum six month term (\$108,000), should the Town elect same, and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee 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 premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as follows:

1. RECITALS. The above and foregoing recitals are true and correct and are incorporated herein by this reference.

2. TERM. This Agreement shall commence on the Effective Date and shall continue until the Services are completed and may be earlier terminated in accordance with the provisions of this Agreement. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager. Any renewal or extension of this Agreement shall require written approval by the Town Manager.

3. SERVICES. During the term of this Agreement, Contractor shall serve as an independent contractor to the Town and shall provide the Services identified in Exhibit "A" (the "Services"). Contractor shall only perform those Services reflected in Exhibit "A" to which the Town has expressly consented to in writing. Contractor shall furnish its own equipment and supplies and is responsible for any other business expenses. The Services shall be the only services provided by Contractor unless altered with the mutual written consent of both Parties to this Agreement.

4. COMPENSATION. In consideration of the Contractor's actions on behalf of the Town and the Services rendered hereunder, the Town shall compensate Contractor according to the fee rates set forth in Exhibit "A," attached and incorporated herein for all purposes. The total amount paid to Contractor for Services rendered pursuant to this Agreement shall not exceed \$275,149.63.00, (the "Fee"). All Services performed shall be invoiced to the Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced.

Invoices shall be paid upon satisfactory completion of such Services. The Town is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. TERMINATION.

5.1 Termination For Convenience. This Agreement may be terminated by Town for convenience upon seven (7) calendar days' written notice to Contractor. In the event of termination by Town, Contractor shall be paid for all work completed prior to the date of such termination.

5.2 Termination For Cause. This Agreement may be terminated by either party upon five (5) calendar days' written notice in the event the other party materially breaches this Agreement and fails to cure such breach within the timeframe to cure, if any, specified in the notice.

6. INDEPENDENT CONTRACTOR. During the term of this Agreement, Contractor shall be an independent contractor and not an employee of the Town. Contractor is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the Town, unless expressly authorized in writing by the Town Manager or his designee. Contractor shall perform the Services at the request of the Town Manager of the Town or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the Town and Contractor. 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.

7. SUBCONTRACTORS. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services. The Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

8. TOWN'S RESPONSIBILITIES.

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

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

9. CONTRACTOR'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES.

9.1 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 or within two (2) years from the completion 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.

9.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement 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.

9.3 The Contractor represents that 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.

10. MISCELLANEOUS.

a) **Notices.** 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:

To Town: Office of the Town Manager
9293 Harding Avenue
Surfside, FL 33154

And

Office of the Town Attorney
9293 Harding Avenue
Surfside, FL 33154

To Contractor: _____

Either Party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

b) **Licenses:** The Contractor hereby warrants and represents that at all times during the term of this Agreement 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. Proof of such licenses and approvals shall be submitted to the Town upon request. 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 reputable manner.

c) **Conflict of Interest.** 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, or foreseeable, adversarial issues in the Town.

d) **Binding Agreement.** The Contractor represents that 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.

e) **Effective Date.** This Agreement shall be effective upon the Effective Date notwithstanding the actual date of approval or execution by either Party and shall be effective until its expiration date or upon termination by either Party, whichever comes first.

f) **Days.** Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

g) **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.

h) **Compliance with Laws.** Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, including the provisions listed in Composite Exhibit "B", regardless of the applicable jurisdiction. Contractor shall make its services available to the Town without regard to race, color, religion or sex, or as otherwise provided by law.

i) **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.

j) **Non-Assignability.** This Agreement and the duties delegated hereunder shall not be assignable by Contractor without the prior written consent of the Town Manager. In entering into this Agreement, the Town is relying upon the apparent qualifications and expertise of the Contractor and its familiarity with the Town's area, circumstances and desires.

k) **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

l) **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

m) **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth herein shall survive the termination of this Agreement.

n) **Waiver; Cumulative Remedies.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

o) **Force Majeure.** Non-performance of the Parties shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

p) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida.

q) **Attorneys' Fees; Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable 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.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

r) **Entire Agreement; Conflict with Exhibits.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. In the event of any conflict or inconsistency between the body of this Agreement and any Exhibit or Schedule hereto including Contractor's Terms and Conditions referenced therein, the terms and provisions of this Agreement, as may be amended by the Parties, shall prevail and be given priority. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

s) **Indemnification.** To the extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the Town and its directors, officers, attorneys, and employees from and against any and all liability, demands, claims, suits, causes of action, actions, damages, costs, losses, expenses, or judgments, including reasonable attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising from the Contractor's performance or non-performance of any provision of this Agreement, any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement, including but not limited to liabilities arising from contracts between the Contractor and any 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 her/its performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

t) **Sovereign Immunity.** Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes, as may be amended from time to time.

u) **No Contingent 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.

v) **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.

w) **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.

x) **Access to Records and Audit Clause.** Contractor agrees to permit the Town to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the Town the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described herein.

y) **State Required Affidavits.** By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

i. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-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.

ii. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide 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 as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

iii. **Prohibition on Contracting with Entities of Foreign Concern - Affidavit.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by

reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

iv. **Compliance with Public Entity Crimes Statute.** The 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.

v. **Scrutinized Companies Certification.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11. INSURANCE.

8.3 Contractor shall secure and maintain throughout the duration 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 Client, 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. In the event any request for the performance of services presents exposures to the Town not covered by the requirements set forth below, the Town reserves the right to add insurance requirements that will cover such an exposure.

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

8.5 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.

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

8.6.1 Notwithstanding the preceding, the commercial auto policy requirement may be waived where a Contractor affirmatively asserts in writing by initialing below that: 1) its vehicle usage is not in connection with the services provided to the Town; 2) it is instead using its vehicles solely to travel to/from the Town for the contracted activity; and 3) is not using a vehicle to shuttle or transport any person or persons as part of the services it is providing to the Town. The Parties acknowledge that the Town's waiver of this provision is made in reliance on the proceeding assertions by the Provider. Contractor Initials: _____ Town Initials: _____

8.6.2 **Professional Liability Insurance** in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

8.7 **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 award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The 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.

8.8 **Additional Insured.** Except with respect to Professional Liability Insurance and 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.

8.9 **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.

8.10 **Cancellation; Replacement Required.** Contractor will file replacement

certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the Town. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the Town immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The Town expressly reserves the right to replace the canceled policy at Contractor's expense if Contractor fails to do so.

8.11 **Termination of Insurance.** Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the Town and Contractor has received written notification from the Town Manager that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled.

8.12 **Liabilities Unaffected.** Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

8.13 Contractor will not be relieved from responsibility to provide required insurance by any failure of the Town to demand such coverage, or by Town's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

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

9 **Public Records** Contractor agrees to keep and maintain public records in her/its possession or control in connection with her/its performance under this Agreement. She/it additionally agree to comply specifically with the provisions of Section 119.0701, Florida Statutes.

9.1 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.

9.2 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.

9.3 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.

9.4 Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to the Town, upon request from the Town's Custodian of Records, in a format that is compatible with the Town's information technology systems.

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

9.6 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.

Section 119.0701(2)(a), Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: Sandra McCready, MMC, TOWN CLERK

Mailing address: 9293 Harding Avenue, Surfside, Florida 33154

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the Town has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

TOWN OF SURFSIDE

CONTRACTOR:_____

By: _____
Mario Diaz
Acting Town Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Sandra McCready
Town Clerk
Date: _____

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez, Esq.
Town Attorney
Date: _____

EXHIBIT "A"

PROPOSAL/SCOPE OF SERVICES

COMPOSITE EXHIBIT "B"

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

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

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide 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 as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet
any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing
and the facts stated in it are true:**

_____ _____ Witness #1 Print Name: _____ _____ _____ Witness #2 Print Name: _____ _____	_____ _____ Print Name: _____ _____ Title: _____ _____ Entity Name: _____ _____
---	--

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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