



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

REVISED 12/01/2025

Tuesday, December 02, 2025 AT 1:30 PM

**TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN
BLVD., HIGHLAND BEACH, FL**

Town Commission

**Natasha Moore
David Stern
Donald Peters
Judith M. Goldberg
Jason Chudnofsky**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

**Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin**

**Town Manager
Town Clerk
Town Attorney**

-
- 1. CALL TO ORDER**
 - 2. ROLL CALL**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. INVOCATION**
 - 5. APPROVAL OF THE AGENDA**
 - 6. PRESENTATIONS / PROCLAMATIONS**
 - 7. PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

- 8. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

None.

- 9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

August 21, 2025 Town Commission Special Meeting Minutes

November 04, 2025 Town Commission Meeting Minutes

- 10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Building Department Recertification Program Update

B. Florida Department of Transportation (FDOT) RRR Project Update

- 11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Discussion on Villa Magna's proposed plans regarding replacement of existing monument signage and add additional signage on the west side of State Road A1A (South Ocean Blvd.)

B. Consideration of the Commission proposed meeting schedule for the 2026 calendar year.

C. Approve the award of bid and authorize the Mayor to execute a contract with Southern Road & Bridge, LLC for the Bel Lido Bridge Rehabilitation Project in an amount of \$550,191.00 in accordance with Invitation to Bid No. 25-003.

D. Resolution No. 2025-029

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-023, which appropriated funds for the 2025-2026 fiscal year budget; providing for an amendment to the General Fund (fund 001) to complete the Bel Lido Road Bridge Project as identified in the approved Capital Improvement Plan; providing for findings; and providing for an effective date.

E. Approve and authorize the Mayor to execute a new Master Services and Purchasing Agreement with AXON Enterprise, Inc., in the amount of \$1,299,700.00 over a 10-year term, for the purchase of AXON 10 Taser, virtual reality training, a 10-year warranty, automatic refresh of all body-worn cameras and docking units, and a host of essential technology for the Police Department.

- F. Consideration to approve a Best Interest Acquisition and authorize the Mayor to execute a proposal with Armas Corp., in the amount of \$4,895.00 per month, for janitorial services at the Town Municipal Complex, in accordance with Invitation to Bid (ITB) No. 25-001.

12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Vice Mayor David Stern

Mayor Natasha Moore

13. TOWN ATTORNEY'S REPORT

14. TOWN MANAGER'S REPORT

15. ANNOUNCEMENTS

Board Vacancies

Code Enforcement Board One (1) vacancy for a three-year term

Natural Resources Preservation Advisory Board One (1) vacancy for an unexpired term end April 30, 2027

Meetings and Events

December 09, 2025 1:00 P.M. Special Magistrate Hearing

December 11, 2025 9:30 A.M. Planning Board Regular Meeting

December 24 - 25, 2025 Town Hall closed in observance of Christmas

January 01, 2026 Town Hall closed in observance of New Year's Day

January 06, 2026 1:30 P.M. Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

NOTICE: If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

File Attachments for Item:

A. Approval of Meeting Minutes

August 21, 2025 Town Commission Special Meeting Minutes

November 04, 2025 Town Commission Meeting Minutes

DRAFT



TOWN OF HIGHLAND BEACH TOWN COMMISSION SPECIAL MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

Date: August 21, 2025
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg
Commissioner Donald Peters
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Leonard Rubin
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. INVOCATION

None.

5. APPROVAL OF THE AGENDA

Mayor Moore announced a change to the agenda, Item 6.A., EPOC Blood Analysis System Presentation was moved to the next Town Commission meeting.

MOTION: Goldberg/Peters - A motion was made and seconded to approve the agenda as amended, which passed unanimously 5 to 0.

6. PRESENTATIONS / PROCLAMATIONS

A. EPOC Blood Analysis System Presentation

B. Annual Comprehensive Financial Report for Fiscal Year Ending September 30, 2024 Presentation

Assistant Finance Director Suzie Matthews presented the Annual Comprehensive Financial Report for Fiscal Year 2024, beginning with an overview of the audit's purpose in confirming financial accuracy, compliance, and internal controls. She reported strong results across all major funds, noting an 11.7% increase in the Town's net position—from \$26.3 million to \$29.4 million — driven by growth in the General Fund, Building Department Fund, and Water and Sewer Funds. Key contributors included rising property tax revenues, the interlocal agreement with Gulfstream, investment gains, and rate adjustments. She also highlighted a \$6.1 million increase in total value from the completion of the new fire station, the retirement of a water loan, and the issuance of \$4.5 million in new General Fund debt for fire department construction. The audit concluded with a clean opinion and no significant findings. Commissioners unanimously commended the finance team, Town Manager, and staff for their strong fiscal stewardship.

7. PUBLIC COMMENTS (Public Comments will be limited to five (5) minutes per speaker.)

There were no public comments.

- 8. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

None.

- 9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

None.

- 10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Continued discussion on temporary signage.

Town Planner Ingrid Allen continued the discussion on temporary signage regulations, providing follow-up information from the March 4, 2025 meeting. She presented comparisons with the City of Coral Gables, Town of Palm Beach, and Town of Manalapan, noting that Highland Beach's current allowance of 4-square-foot temporary signs is significantly larger than the 40-square-inch real estate sign limits used in other single-family residential areas. Ms. Allen also reviewed how other municipalities differentiate standards by zoning district and sign purpose, whereas Highland Beach applies uniform regulations.

Town Attorney Rubin confirmed that the Town's regulations comply with the 2015 Supreme Court ruling prohibiting content-based sign regulations but noted that some legal flexibility exists to regulate commercial signs differently from non-commercial signs.

The Town Commission discussed potential changes, expressing interest in reducing the size of commercial signs, particularly real estate signs. Mayor Moore supported reducing sign sizes to 40 square inches and requiring stakes rather than posts, with consideration of black-and-white color limitations. Vice Mayor Stern noted concerns about sign stacking and oversized poles. The Commission reached consensus to refer the matter to the Planning Board for review and recommendations.

MOTION: Goldberg/Stern – A motion was made seconded to send the issue of the temporary signs to the Planning Board for further review and comments, including the Commission’s recommendations for 40 square inch commercial signs and two-color limitation. The motion passed unanimously, 5 to 0.

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Consideration to approve the Employee Health Care Program fiscal year 2025/2026 and authorize the Town Manager to execute the program.

Mayor Moore read the title of this item.

Town Manager Labadie presented the employee health care program for fiscal year 2025/2026. The program includes two plan options: a solid base plan with low deductibles and copays, and an advanced program that employees can buy up to at their own expense.

The Town Commission conveyed support for the employee health care program, noting the importance of maintaining quality health benefits to retain staff.

MOTION: Goldberg/Stern - A motion was made and seconded to authorize the Town Manager to execute the Employee Health Care Program for fiscal year 2025-2026. The motion passed unanimously, 5 to 0.

B. Resolution No. 2025-020

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a merit increase policy for non-union employees excluding Fire Rescue shift personnel and amending the Town of Highland Beach salary table; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2025-020 followed by Town Manager Labadie explaining that the resolution establishes merit increases for non-union employees and adjusts the Town's salary table. He recommended a 6% across-the-board merit increase for all employees with successful evaluations. The salary table would be adjusted according to the 12-month rolling Consumer Price Index (CPI) for South Florida through the end of August.

Town Commission emphasized the importance of compensating employees competitively to retain quality staff.

MOTION: Goldberg/Peters - A motion was made and seconded to approve Resolution No. 2025-020. Upon Roll Call: Commissioner Goldberg (Yes); Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed on a 5 to 0 vote.

C. Consideration to approve the fourth (4th) amendment to the Town Manager's Employment Agreement

Mayor Moore presented the fourth amendment to the Town Manager's employment agreement. The proposed changes included extending the contract through September 30, 2030, with automatic 5-year renewals unless either party provides 90 days' written notice of termination; increasing the Town's retirement contribution to the Town Manager's 401 from 20% to 30% of his salary; and granting a 10% merit increase in base salary effective October 1, 2025.

The Town Commission voiced staunch support for Town Manager Labadie, who has served the Town since October 1, 2018. They praised his leadership, vision, accomplishments, and reputation throughout the state. Mayor Moore highlighted the Town Manager's achievements during his tenure, including overhauling the finance department, improving financial reporting systems, and establishing fire rescue services.

Town Manager Labadie graciously thanked the Town Commissioners for their support and leadership.

MOTION: Moore/Peters - A motion was made and seconded to approve the Fourth Amendment to the Town Manager's Employment Agreement with 10% increase of the employee's annual base salary. Upon Roll Call: Mayor Moore (Yes); Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); and Vice Mayor Stern (Yes). The motion passed on a 5 to 0 vote.

12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky shared impressions from the Florida League of Cities annual conference in Orlando, noting he took the ethics training. He expressed continued optimism about Highland Beach's overall growth and direction.

Commissioner Judith M. Goldberg conveyed that the Florida League of Cities conference was beneficial and appreciated the social atmosphere with the commissioners. She thanked the Commission for her appointment on the Florida League of Cities Policy Committee and noted she would be participating in the Taxation and Finance Committees as well as advocacy efforts.

Commissioner Donald Peters thanked town employees and department heads, expressing gratitude for the rewards approved at the meeting and stating he was glad to live in Highland Beach

Vice Mayor David Stern raised concerns about pedestrian safety in light of the growing use of electric bikes and scooters on sidewalks and within the town's bike lanes. With the bike lane widening underway, he emphasized the need to establish rules and regulations that prioritize safety. He requested a study to identify best practices, noting that different standards may be appropriate for bike lanes—where pedal bikes, e-bikes, and scooters operate—compared to sidewalks. His suggestions included implementing a five-mile-per-hour speed limit for bicycles on sidewalks, requiring audible warnings when approaching pedestrians, and installing signage outlining penalties for violations. He also proposed coordinating with Delray Beach and Boca Raton to ensure consistent regulations from Spanish River Boulevard to Linton Boulevard. The Commissioners expressed support for bringing this topic back for further discussion at a future meeting.

Mayor Natasha Moore had no comments.

13. TOWN ATTORNEY'S REPORT

Town Attorney Rubin no report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie thanked the Commission for its support regarding his contract extension before providing several updates. He noted that property taxes will be a major topic in the upcoming legislative session and suggested preparing messaging on the issue. He also confirmed that the e-bike and scooter safety discussion will be added to the strategic plan and initiated with the Police Chief. The Town Manager reported that a change in permit status by the Army Corps of Engineers will delay the marine docking facilities project and related FIND grant funding by about 12 months, though the project appropriation will be extended. He added that the sanitary sewer lining project will begin around September 15, starting on side streets, with communications forthcoming to residents. He also addressed a recent power outage on the 3400 block that left several individuals stuck in elevators lacking generator connections; Fire Chief Matt recommended that older buildings consider upgrading to generator-powered elevators. Finally, he reported a successful police recruitment effort, noting that a highly qualified candidate chose Highland Beach over the Palm Beach County Sheriff's Office partly due to the Commission's staunch support for public safety.

15. ANNOUNCEMENTS

Mayor Moore read the announcements as follows:

Board Vacancies

Code Enforcement Board

One (1) vacancy for a three-year term

Meetings and Events

September 01, 2025 Closed in Observance of Labor Day

September 02, 2025 1:30 P.M. Town Commission Meeting

September 04, 2025 5:01 P.M. Town Commission First Public Hearing Budget Meeting

September 09, 2025 11:00 A.M. Special Magistrate Hearing

September 11, 2025 9:30 A.M. Planning Board Regular Meeting

August 14, 2025 9:30 A.M. Planning Board Regular Meeting

August 12 through 15, 2025 Florida League of Cities Annual Conference

August 21, 2025 1:30 P.M. Town Commission Meeting (tentative)

Board Action Report

None.

16. ADJOURNMENT

The meeting adjourned at 2:55 PM

APPROVED: December 02, 2025, Town Commission Meeting.

Signed Minutes on file in the
Town Clerk's Office

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

12/02/2025

Lanelda Gaskins, MMC
Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video

recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

DRAFT



TOWN OF HIGHLAND BEACH TOWN COMMISSION MINUTES

TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

Date: November 04, 2025
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg
Commissioner Donald Peters
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Leonard Rubin
Town Clerk Lanelda Gaskins

ABSENT
Vice Mayor David Stern

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. INVOCATION

None.

5. APPROVAL OF THE AGENDA

Mayor Moore modified the agenda to add a Presentation in honor of Tom McCarthy's retirement as item 6.A., with the existing items moved down accordingly.

MOTION: Goldberg/Peters - A motion was made and seconded to modify the agenda accordingly, which passed unanimously 4 to 0.

6. PRESENTATIONS / PROCLAMATIONS

A. Presentation in honor of Tom McCarthy's Retirement.
Assistant Fire Chief Tom McCarthy expressed his gratitude for the opportunity to help establish Highland Beach Fire Rescue. He reflected on his three and a half

year journey with the town, noting it had been an amazing experience to start a new fire department and work with dedicated staff. He thanked the commission, Mayor, and Town Manager for their support throughout his tenure.

Fire Chief Glenn Joseph acknowledged McCarthy's critical role in establishing the fire department, describing his contribution as essential to the implementation of the fire rescue department. Chief Joseph presented Tom McCarthy with a plaque recognizing his "outstanding contribution and invaluable role in establishing the Highland Beach Fire Rescue" and noting that his "dedication, guidance, and service will never always be remembered."

B. Resolution No. 2025-027

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2025-027 ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

There were no Town Commission comments.

MOTION: Goldberg/Peters - A motion made and seconded to adopt Resolution No. 2025-027. The motion passed unanimously, 4 - 0.

C. Veterans Day Proclamation

Mayor Moore read the proclamation recognizing November 11, 2025 as Veterans Day.

7. PUBLIC COMMENTS (Public Comments will be limited to five (5) minutes per speaker.)

Chief of Police Craig Hartmann presented the Police Department's Florida Commission on Accreditation Certification Award, noting that the department has now been accredited three times since 2016. He explained that the rigorous three-year assessment includes a comprehensive review of policies, standards, staff interviews, and officer ride-along. For the second consecutive term, the department received a flawless report—an uncommon achievement. He also highlighted the importance of maintaining high statewide standards, especially for a small agency.

Chief of Police Hartmann recognized Accreditation Training Manager/Officer Eric Horowitz for his 15 years of leadership in policy development and best practices. He presented Officer Aronowitz with a department commendation for his contributions.

Edward Atamian, President of the Board of Trustees at Villa Magna (2727 South Ocean Boulevard), addressed the commission regarding proposed signage for their property. He explained that Villa Magna has undergone \$22 million in renovations since 2018 and is now looking to complete the landscaping with new signage. He noted their unique situation with three driveways covering more than 375 linear square feet, creating safety issues as vehicles often enter the wrong driveway. Mr. Atamian showed images of current and proposed signage, emphasizing that larger, more visible signs would reduce congestion and potential accidents.

Town Manager Labadie explained that the issue was that the proposed signs exceed the town's size restrictions, with the main entrance sign being 20 square feet when code limits them to 10 square feet, and smaller signs at 12 square feet when limited to 3 square feet. He noted that unlike zoning code variances, there is no variance process available for signage under Section 23 of the town code, and the only option would be to modify the ordinance.

After discussion, the commission agreed to add this item to the December 2nd agenda for further consideration. Town Attorney Rubin noted he would need to research whether the town can modify the signage ordinance in light of Senate Bill 180, which restricts the town from making more burdensome regulations until 2027.

Maggie Chappelle provided comments.

8. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

None.

9. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

October 07, 2025 Town Commission Meeting Minutes

MOTION: Goldberg/Peters - A motion was made and seconded to approve the Consent Agenda, which passed unanimously 4 to 0.

10. **UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Building Department Recertification Program Update

Town Manager Labadie provided an update on the Building Recertification program, noting 28 buildings have completed their recertification, 21 are currently under permit, and two buildings have been notified that they will need to complete recertification as they approach the 20-year mark. He also mentioned that fire

safety inspections are ongoing and have revealed more issues than initially anticipated, but the fire department is working with building owners on reasonable timeframes for compliance.

B. Florida Department of Transportation (FDOT) RRR Project Update

Town Manager Labadie reported that the FDOT project is in its final stages, with completion expected around November 16th. Although the final paving may be completed by that date, he noted that significant touch-up work remains, including driveways, ADA crossings, sod work, and minor grading, which could take another month. He also mentioned that the town's Sanitary Sewer Lining project is progressing very well behind FDOT work, with the side streets already completed and work on State Road A1A expected to begin in the next week or two.

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Introduction of a Proposed Ordinance providing reasonable accommodation procedure for certified recovery residences.

Mayor Moore read the title of this item.

Town Attorney Rubin introduced a proposed ordinance mandated by the Florida Legislature requiring the town to establish procedures for certified recovery residences (formerly known as "sober homes"). He explained that under the Americans with Disabilities Act and Fair Housing Act, persons undergoing substance abuse treatment are considered disabled and entitled to reasonable accommodation in zoning regulations.

Attorney Rubin noted that, while this has been a contentious issue in neighboring cities such as Boca Raton and Delray Beach, Highland Beach has not previously needed to address it. The proposed ordinance would create a framework for processing accommodation requests, requiring applicants to demonstrate certification and undergo review by the building official, with final decisions made by a magistrate to remove politics from the process.

Town Commission discussions ensued regarding the proposed ordinances. In response to Commissioner Goldberg's question, Attorney Rubin clarified that the ordinance would not override condominium or HOA restrictions or rental or occupancy. He recommended adding language explicitly stating this. He also noted that without a town definition of "family" limiting the number of unrelated people in a dwelling, occupancy limitations in the International Property Maintenance Code would be the most restrictive element.

After discussion, it was the consensus of the Commission to forward the proposed ordinance to the Planning Board for review.

B. Introduction of a Proposed Resolution adopting procedures for the initiation and adoption of Town ordinances.

Town Manager Labadie presented a proposed resolution to formalize the town's existing process for adopting ordinances. The process includes an introduction phase, board reviews, and opportunities for public input, with a champion or stakeholder helping to shepherd proposals through the process.

Mayor Moore opened public comments.

Rick Greenwald, a resident on Tranquility Drive, commented that while he supports the process, he had two concerns: whether formalizing the process through resolution might create grounds for appeal if not followed exactly, and whether requiring review by advisory boards might cause delays when boards have difficulty achieving quorums.

After discussion, the Commission reached consensus to revise the proposed resolution language to make advisory board review optional rather than mandatory. Also, add language indicating that the Commission may waive these requirements, and that the Town's failure to follow them will not invalidate the ordinance as long as all statutory obligations are followed. Town Attorney Rubin stated he would update the language and bring it back at the next meeting.

12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky expressed concern about the flooding at the Milani Park property, asking whether the planned development there would include proper fill and elevation. He also noted issues with the rainwater collecting on sidewalks due to the raised road. Town Manager Labadie addressed both concerns, noting that detailed plans are not yet available, the developers will need to elevate the area and accommodate stormwater according to the stipulated settlement. The rainwater issues on sidewalks are being addressed through a requested state appropriation.

Commissioner Judith M. Goldberg praised the professionalism of the Police Department and Chief Hartman's evident pride in the agency. She also expressed appreciation for being part of the commission, calling it "a really esteemed pleasure." She is looking forward to attending the National League of Cities City Summit.

Commissioner Donald Peters thanked Tom McCarthy for his service, noting his contributions not only as a firefighter but also as a youth coach. He also expressed appreciation for the police department and acknowledged veterans in advance of Veterans Day.

Mayor Natasha Moore discussed the development of Milani Park, noting that while the original plan called for 100 parking spaces, the County has agreed to build only 46 spots (with 4 for county staff and 4 handicapped spaces, leaving 38 for the general public). She viewed this reduction as a positive outcome given that the county was

unwilling to abandon the park project entirely and expressed pleasure with the architect's beautiful design for the park.

13. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had no report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie congratulated Tom McCarthy again for his foundational work in establishing the fire department. He also commended Chief of Police Hartmann and the police department for their flawless accreditation.

He alerted the Commission of upcoming legislative discussions about property taxes, with potential proposals to eliminate homestead property taxes. He expressed concern that since homestead properties represent 43% of Highland Beach's tax roll, and 80% of ad valorem taxes fund public safety, any such change would significantly impact town finances.

Town Manager Labadie noted that strategic planning for the new fiscal year would begin in December through February, with updates on completed projects and discussions of new priorities. Finally, he reminded everyone about the "Mingle Jingle" event scheduled for December 4th at St. Lucy's Catholic Church from 5-8 PM.

15. ANNOUNCEMENTS

Mayor Moore announced the following:

Board Vacancies

Code Enforcement Board One (1) vacancy for a three-year term

Natural Resources Preservation Advisory Board One (1) vacancy for an unexpired term end April 30, 2027

Mayor Moore read the announcements as follows:

Meetings and Events

November 05, 2025 11:00 A.M. Natural Resources Preservation Advisory Board Regular Meeting

November 11, 2025 Town Hall closed in observance of Veteran's Day

November 12, 2025 1:00 P.M. Special Magistrate Hearing

November 13, 2025 9:30 A.M. Planning Board Regular Meeting

November 27-28, 2025 Town Hall closed in observance of Thanksgiving

Board Action Report

None.

16. ADJOURNMENT

The meeting adjourned at 2:48 P.M.

APPROVED: December 02, 2025, Town Commission Meeting.

Signed Minutes on file in the
Town Clerk's Office

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

12/02/2025

Lanelda Gaskins, MMC
Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's

Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

File Attachments for Item:

A. Discussion on Villa Magna's proposed plans regarding replacement of existing monument signage and add additional signage on the west side of State Road A1A (South Ocean Blvd.)



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 12/02/2025

SUBMITTED BY: Town Clerk's Office

SUBJECT: Discussion on Villa Magna's Proposed Plans regarding replacement of Existing Monument Signage and add additional signage on the west side of State Road A1A (South Ocean Blvd.)

SUMMARY:

At the November 4, 2025, meeting, Edward Atamian, President of the Board of Trustees at Villa Magna, addressed the Town Commission during public comments regarding their proposed plans to replace the existing monument signage and add an additional sign on the west side of A1A (South Ocean Boulevard), followed by Commission discussion.

After discussion, the Commission agreed to add this item to the December 2 agenda for further consideration. Town Attorney Rubin noted that he would need to research whether the town can modify the signage ordinance in light of Senate Bill 180, which restricts municipalities from making more burdensome regulations until 2027.

This item is before the Commission for further discussion.

FISCAL IMPACT:

N/A

ATTACHMENTS:

11/3/2025 Letter and Proposed Plans from Villa Magna's General President, Ellen Bonder

RECOMMENDATION:

Commission discretion.

RECEIVED

NOV 03 2025

Town of Highland Beach, FL
Town Clerk's Office


villa magna

November 3, 2025

Lanelda,

I've provided binders for all of the
Commissioners, David Allen and
Jeff Remas, and yourself.

Please distribute for us and we'll
see you at 1:30 tomorrow.

Wish us luck!

Ellen



Ellen Bonder
General Manager
LCAM

CONDOMINIUM ASSOCIATION, INC.
2727 South Ocean Boulevard
Highland Beach Florida 33487

P-561-272-1576 ext. 2
manager@villamagnacondominium.com

Public Comment 11/4/2025 Town Comm. Mtg



RECEIVED

NOV 03 2025

Town of Highland Beach, FL
Town Clerk's Office

October 31, 2025

Dear Highland Beach Commissioners and Staff,

We hope this finds everyone well and looking forward to a great season! We're excited to share our proposed plans to replace our existing Monument Signage and add an additional sign on the west side of A1A. We conceived of this project when the FDOT A1A project was announced, and have worked for many months on the designs of the new signage, along with a renovation of our landscaping on our front lawn and our west side "park".

Our major concern is SAFETY, and our most important objective is to replace our current signage with new signage that is designed and located to produce greater visibility and improved sight-lines. Our current conditions are extremely dangerous. We have 370 linear feet of frontage and three driveways, and we border with the hotel on our south side, which adds tremendously to our traffic volumes. We constantly witness cars and trucks pulling into one of our driveways, only to back into traffic to turn around. The plans that we propose include only one item that we are asking for your support to resolve and approve, and that is the 2nd sign on the south side of our ramp to the parking deck.

We have had a preliminary meeting with Staff and we're including a handout for all five Commissioners, along with Jeff and Ingrid. Our plan is to attend the November 4th Town Commission meeting and speak under Public Remarks. We will be respectfully requesting your cooperation and support by approving our "code exception". We understand that this is our only path, and look forward to your comments.

Thank you very much in advance for your consideration of this matter.

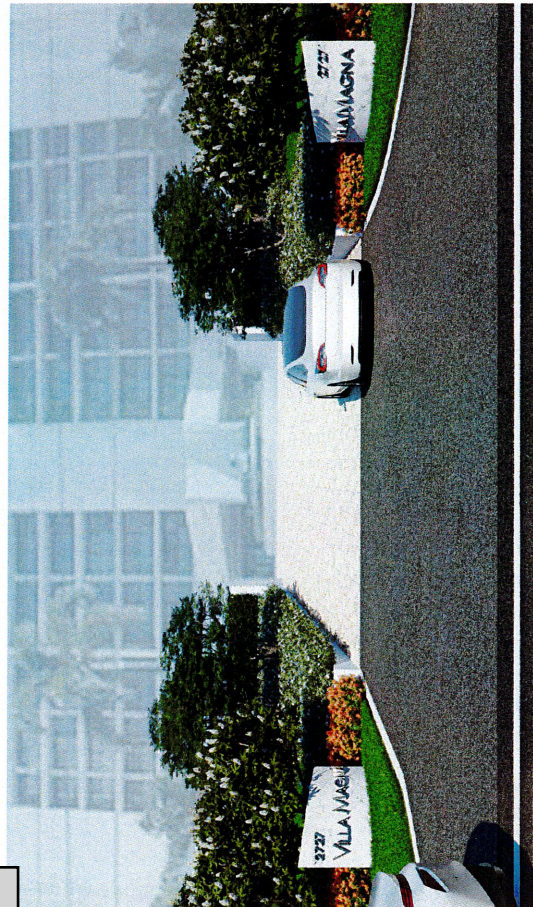
Respectfully,

THE VILLA MAGNA BOARD OF DIRECTORS

Public Comment 11/4/2025 Town Comm. Mtg.



EXISTING ENTRY SIGN



PROPOSED ENTRY SIGNS



PROPOSED ENTRY SIGNS (NIGHT RENDERING)



EXISTING ENTRY SIGN (NORTHERN SIDE)



PROPOSED ENTRY SIGN (NORTHERN SIDE)



EXISTING ENTRY SIGN (NORTHERN SIDE) - NIGHT VIEW



PROPOSED ENTRY SIGN (NORTHERN SIDE) - NIGHT RENDERING



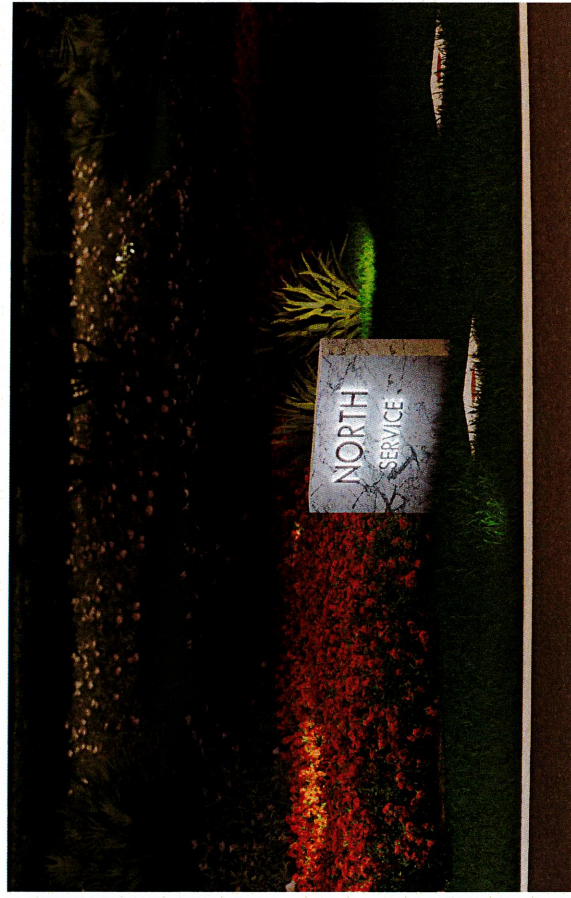
DIRECTIONAL SIGN - NORTH SERVICE (EXISTING)



DIRECTIONAL SIGN - NORTH SERVICE (EXISTING) - NIGHT VIEW



DIRECTIONAL SIGN - NORTH SERVICE (PROPOSED)



DIRECTIONAL SIGN - NORTH SERVICE (PROPOSED) - NIGHT RENDER



DIRECTIONAL SIGN - SOUTH PRIVATE (EXISTING)



DIRECTIONAL SIGN - SOUTH PRIVATE (PROPOSED)



DIRECTIONAL SIGN - SOUTH PRIVATE (EXISTING) - NIGHT VIEW



DIRECTIONAL SIGN - SOUTH PRIVATE (PROPOSED) - NIGHT RENDER



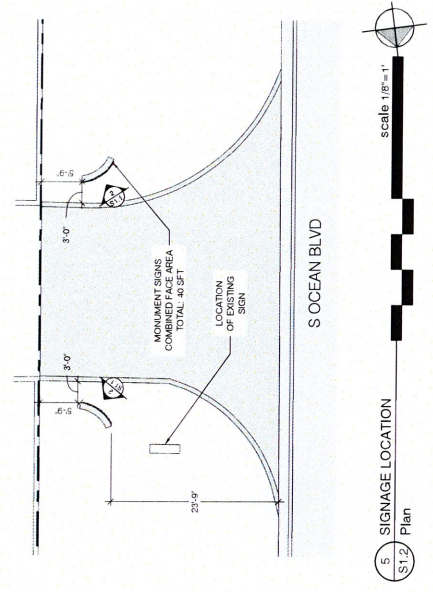
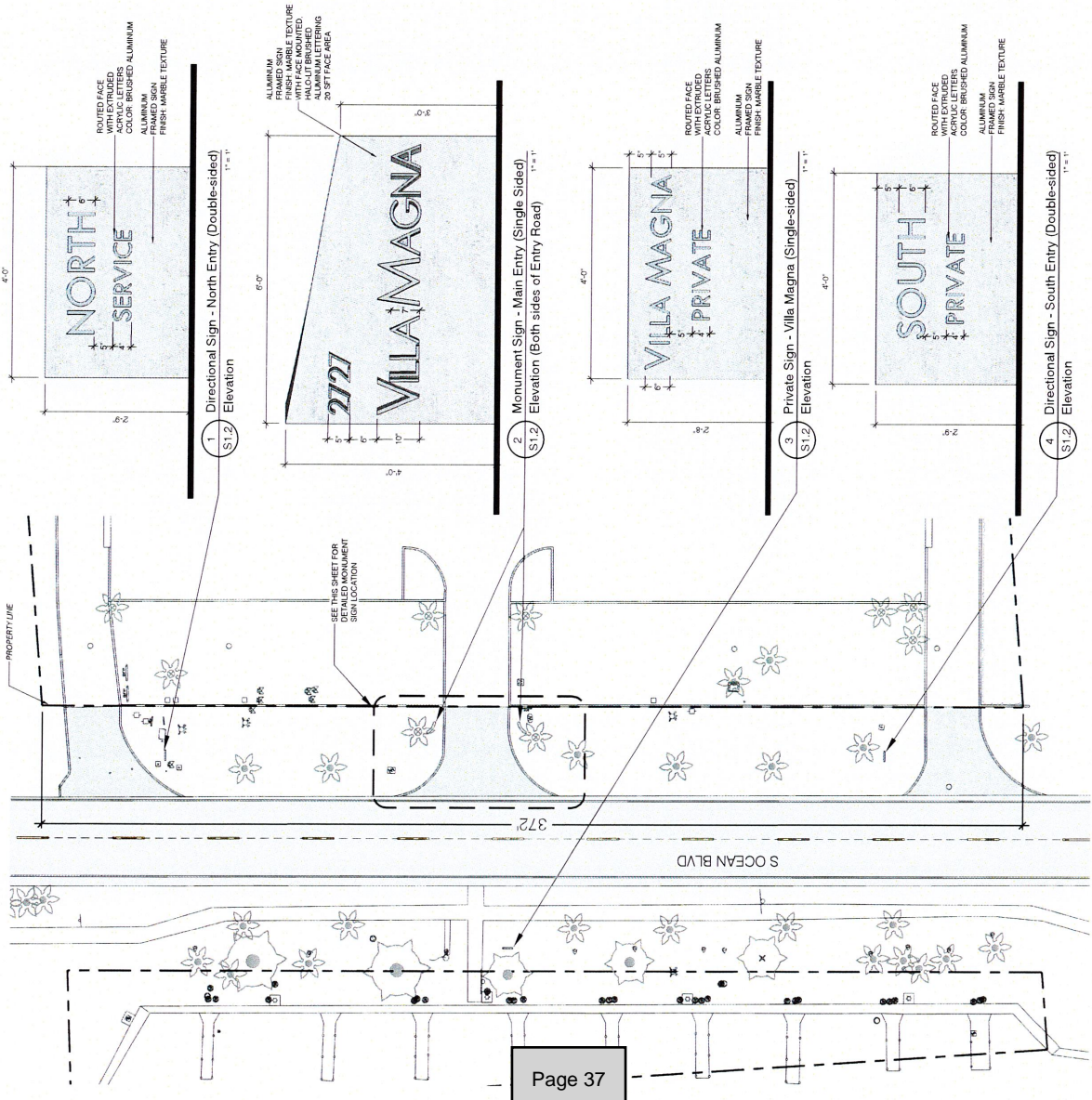
EAST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (EXISTING)

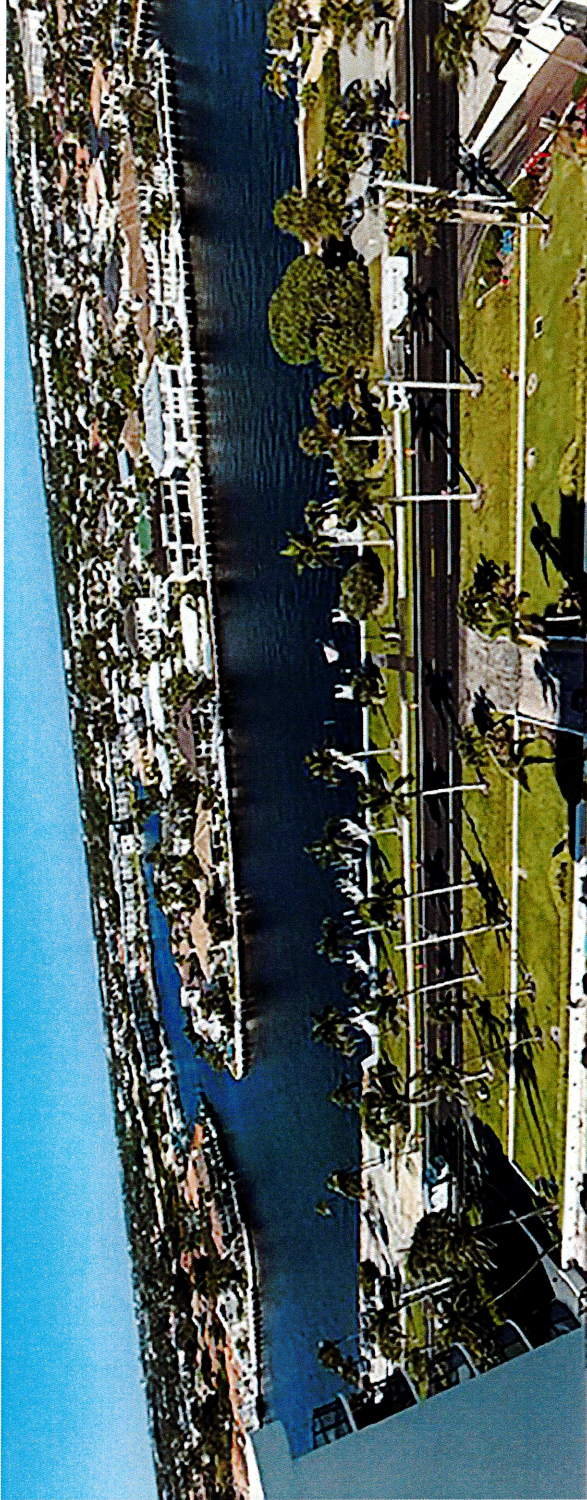


WEST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (PROPOSED)



WEST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (PROPOSED) - NIGHT RENDER

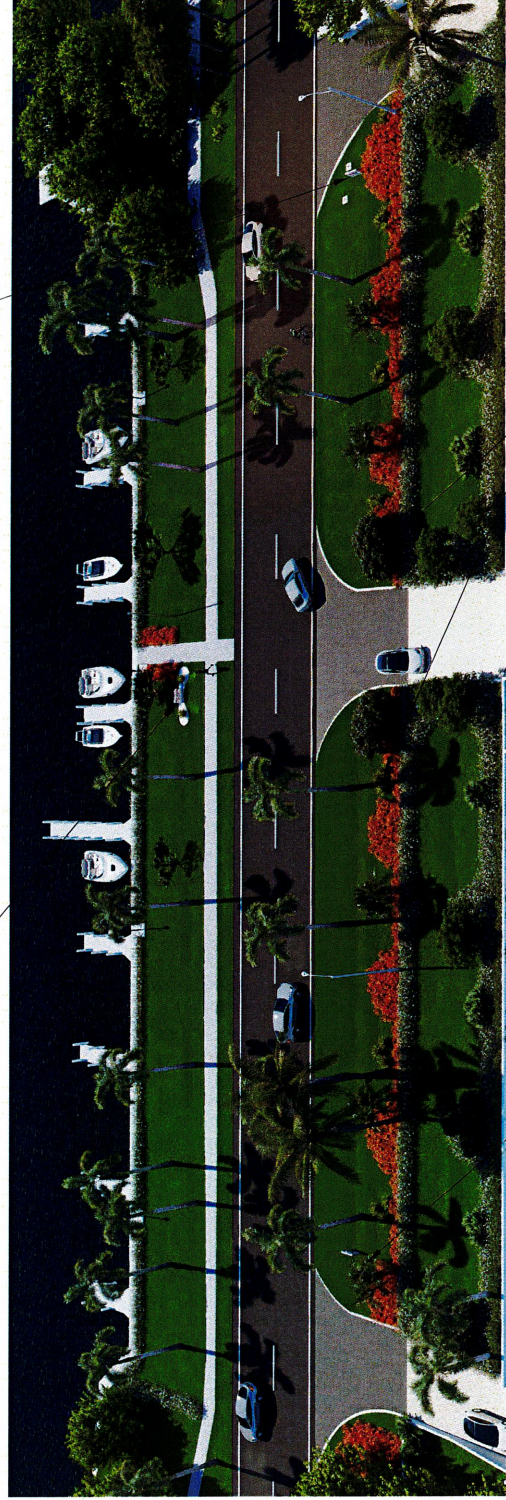




EXISTING BIRDS EYE - PROJECT VIEW

Private Sign - Villa Magna (Single-sided)

Directional Sign - North Entry (Double-sided)



Directional Sign - South Entry (Double-sided)

Monument Signs - Main Entry (Single-sided)

PROPOSED BIRDS EYE - PROJECT VIEW

**Item 10.A. Building Department Recertification Program Update
11/4/2025 Town Commission Meeting**

Milestone Inspection Report 11/4/2025

Overall Summary

- Total Number of Buildings: 54

Detailed Analysis

- **Milestone Inspection Recertification Completed: 25 28 Buildings**
 - 45 Ocean- 4505 S Ocean
 - 45 Ocean- 4511 S Ocean
 - Ambassadors East- 3215 S Ocean
 - Ambassadors East- 3221 S Ocean
 - Ambassadors East- 3301 S Ocean
 - Beach Walk East- 3201 S Ocean
 - Braemar Isle Parking Garage- 4740 S Ocean
 - Casuarina- 3450 S Ocean
 - Clarendon- 3407 S Ocean
 - Coronado- 3420 S Ocean
 - Coronado-3400 S Ocean
 - Dalton Place- 4748 S Ocean
 - Delray Sands- 2809 S Ocean
 - Highland Towers- 2921 S Ocean Blvd
 - Highlands Place- 2901 S Ocean
 - Le Sanctuaire- 3425 S Ocean
 - Lloret de Mar Condo- 1001-1013 Bel Air
 - Ocean Dunes- 3015 S Ocean *****
 - Ocean Pines- 3009 S Ocean
 - Regency Highland- 3908 S Ocean
 - Regency Highland- 3912 S Ocean
 - Toscana Beach Club- 3701 S Ocean *****
 - Toscana North- 3700 S Ocean *****
 - Trafalgar- 2917 S Ocean
 - Villa Magna- 2727 S Ocean
 - Villa Mare- 3211 S Ocean
 - Villa Nova- 3505 S Ocean
 - Wiltshire House- 2909 S Ocean
- **In Progress:**
 - **Completed Phase 1 Report & Currently Under Review:** 0 Buildings
 - **Reports Submitted and Reviewed, but Pending Additional Information:** 0 Buildings
 - **Under Permit for Electrical:** 0 Buildings
 - **Overdue on Electrical Application:** 0 Buildings
 - **Reports Received and Reviewed, Concrete Restoration Application Now Overdue:** 0 Buildings

**Item 10.A. Building Department Recertification Program Update
11/4/2025 Town Commission Meeting**


- **Concrete Restoration Application in Progress:** 0 Buildings
- **Requested Extension to Apply and Secure a Concrete Restoration Permit:** 0 Buildings

- **Reports Received and Under Permit for Restoration** 21 Buildings
 - Aberdeen Arms- 4750 S Ocean
 - Braemar Isle- 4740 S Ocean
 - Braemar Isle Townhouses- 4744 S Ocean
 - Carlton House- 2701 S Ocean
 - Carron House- 4600 S Ocean
 - Evanton Baye- 4746 S Ocean (final letter received, awaiting final paperwork/inspection)
 - Highland Beach Club- 3594 S Ocean (permit issued, no inspections called in yet)
 - Highland Beach Club- 3606 S Ocean
 - Monterey House- 3114 S Ocean
 - Ocean Terrace North- 3115 S Ocean
 - Parker Highland- 4605 S Ocean
 - Penthouse Highlands- 3100 S Ocean
 - Penthouse Towers- 3101 S Ocean
 - Seagate- 3212 S Ocean
 - Seagate- 3224 S Ocean
 - Seagate- 3300 S Ocean
 - Seagate- 3310 S Ocean
 - St Lucie's Church- 3500 S Ocean
 - Townhouses of Highland Beach- 2565 S Ocean
 - Townhouses of Highland Beach- 2575 S Ocean
 - Villa Costa- 3210 S Ocean

- **Within Due Date**
 - **Notification Letter Sent, Still Within Due Date:** 2 Buildings
 - Toscana West- 3720 S Ocean
 - **The Ridge Inc's front building, located at 3401 S Ocean, is now required to comply.**
This building was **not included in the initial compliance assessment.** The updated compliance deadline has been set for **March 11, 2026.**
- **No Status Mentioned Because Due Date Is Too Far to Be Notified For Requested Reports:**
3 Buildings
 - 3200 So. Ocean A Seagate Condo- 3200 S Ocean
 - Toscana South- 3740 S Ocean
 - Villas at Highland Beach- 3511 S Ocean

MEMORANDUM

TO: Mayor Natasha Moore
Vice Mayor David Stern
Members of the Town Commission

FROM: Leonard G. Rubin, Town Attorney 

RE: Amendments to the Town's Sign Regulations (SB 180)

DATE: November 12, 2025

CC: Marshall Labadie, Town Manager
Lanelda Gaskins, Town Clerk

At its November 4, 2025 meeting, representatives of the Villa Magna Condominium presented proposed modifications to its existing signs to the Town Commission. As discussed at the meeting, the proposed signs are larger than what is currently permitted by Section 23-5 of the Town Code of Ordinances, which allows a permanent single-faced or double-faced identification sign not to exceed ten (10) square feet and entrance (ingress) and exit (egress) signs not to exceed three (3) square feet. Consequently, the proposed signs would require an amendment to the Town Code.

Any amendment to the Town's sign regulations would need to comply with Senate Bill 180 (Chapter 2025-190, Laws of Florida), which prohibits the Town from proposing or adopting "*more restrictive or burdensome amendments*" to its land development regulations until October 1, 2027. Because the statutory definition of the term land development regulations includes sign regulations, I previously advised the Commission that the Town could *not* move forward with a *reduction* to the allowable size of temporary signs because such an amendment would be more restrictive or burdensome. The Town Commission then requested clarification as to whether SB 180 restricted the Town's ability to *increase* the allowable sign area for permanent residential signs.

As previously discussed with the Commission, SB 180 contains no definition for the term "more restrictive or burdensome." When analyzing a statutory provision, the two basic rules of statutory interpretation are as follows: (1) the language should be interpreted in a manner that effectuates the legislature's intent; and (2) in the absence of a definition, words used in a statute should be given their plain and ordinary meaning. SB 180 was intended to address emergencies, and the quoted language was an (albeit overly broad and arguably unconstitutional) attempt to ensure that local governments do not adversely impact a property owner's ability to reconstruct damaged structures after a major storm event. Additionally, having reviewed various definitions of the terms "restrictive" and "burdensome," it is my opinion that SB 180 would only prohibit amendments to the Town's

sign regulations that are more limiting or oppressive than the current regulations and would *not* prohibit an amendment that would increase the allowable sign area.

In summary, SB 180 would not prohibit the Commission from amending the Town's sign regulations to increase the allowable sign area if the Commission determines that larger signs serve a legitimate public purpose and are rationally related to the public welfare. When determining whether such an amendment serves a legitimate public purpose, the Commission may consider visual/aesthetic impacts throughout the Town.

Should you have any questions, please do not hesitate to contact me.

ORDINANCE INITIATION

The initiation of a new ordinance may originate from several different sources:

- Commissioner/Staff initiative
- Citizen concerns expressed through public comments
- Response to state and federal actions
- Advisory Board Initiative

INTRODUCTION TOWN COMMISSION

A proposal for a new ordinance is presented to the commission for consideration. If approved in concept, the commission directs Town Manager and Town Attorney to research the subject matter and create a draft ordinance. Draft ordinance forwarded to the appropriate Advisory Board for recommendation.

Staff/Legal Team
Research & Draft
Ordinance

ADVISORY BOARD(S)

The appropriate advisory board review and proposes any edits draft ordinance. This process may involve multiple meetings for review and to solicit public comments. Once a draft is settled upon, the advisory board provides and recommendation with the final draft to the commission for consideration for a First reading.

TOWN COMMISSION -- 1st READING

Commission discusses the public merits of the ordinance along with the recommendations of the assigned advisory board(s). Public input provided. Commission may move forward to 2nd Reading/Public Hearing or may send back to advisory board and/or staff for modifications or additional research.

TOWN COMMISSION -- 2nd READING/PUBLIC HEARING

After public hearing and final discussion, the commission votes to approve and enact ordinance. The Commission may request additional modifications.

TOWN STAFF -- ADOPTION & IMPLEMENTATION

File Attachments for Item:

B. Consideration of the Commission proposed meeting schedule for the 2026 calendar year.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 12/04/2025

SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office

SUBJECT: Consideration of the Commission Proposed Meeting Schedule for the 2026 Calendar Year

SUMMARY:

Consideration and approval of the proposed 2026 Town Commission meeting schedule in accordance with the Town's Code of Ordinances, Section 2-28, Rules of Procedure, Rule No. 1.

As outlined in Section 2-28, *Rules of Procedure*, Rule No. 1, of the Code of Ordinances, the Town Commission is required to hold its regular meetings on the first Tuesday of each month at 1:30 P.M. If the first Tuesday falls on a legal or Town-observed holiday, the meeting shall be rescheduled to the next secular day.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed 2026 Meeting Schedule

RECOMMENDATION:

The proposed 2026 meeting schedule reflects these requirements and is presented for the Commission's review and approval.

**PROPOSED TOWN COMMISSION MEETING SCHEDULE
FOR 2026 CALENDAR YEAR**

	Dates	Meeting Type
Tuesday,	January 6, 2026	Commission Meeting
Tuesday	February 3, 2026	Commission Meeting
Tuesday	March 3, 2026	Commission Meeting
Tuesday	March 10, 2026	Municipal General Election Day
Tuesday	March 24, 2026 (Tentative)	<i>Special Meeting/Swearing-in Ceremony</i>
Tuesday	April 7, 2026	Commission Meeting
Tuesday	May 5, 2026	Commission Meeting
Tuesday	June 2, 2026	Commission Meeting
Tuesday	June 16, 2026	Commission Meeting
Tuesday	July 7, 2026	Commission Meeting
Tuesday	August 4, 2026	Commission Meeting
Florida League of Cities Annual Conference – August 13-15, 2026 The Diplomat Beach Resort, Hollywood, Florida		
Thursday	August 18, 2026	Commission Budget Meeting
Tuesday	September 1, 2026	Commission Meeting
<i>To Be Determined</i>		<i>Special First Public Hearing Budget Meeting</i>
<i>To Be Determined</i>		<i>Special Second Public Hearing Budget Meeting</i>
Tuesday	October 6, 2026	Commission Meeting
Wednesday	November 4, 2026	Commission Meeting
Tuesday	December 1, 2026	Commission Meeting

**PROPOSED TOWN COMMISSION MEETING SCHEDULE
FOR 2026 CALENDAR YEAR**

Please be advised of the following:

- The Town Manager may schedule additional Town Commission meetings as needed to review and discuss Fiscal Year 2026–2027 budget matters.
- The dates for the two **Special Public Hearing Budget Meetings** in September will be determined once Palm Beach County and the School Board finalize their respective budget hearing schedules. These meetings are required to begin at **5:01 P.M.**
- Regular Town Commission meetings scheduled for the **first Tuesday of each month** are subject to change and will require **Town Commission approval** prior to any modification.

File Attachments for Item:

C. Approve the award of bid and authorize the Mayor to execute a contract with Southern Road & Bridge, LLC for the Bel Lido Bridge Rehabilitation Project in an amount of \$550,191.00 in accordance with Invitation to Bid No. 25-003.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE December 2, 2025

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: Award Bid and Execute Agreement
Bid No. 25-003: Bel Lido Road Bridge Rehabilitation

SUMMARY:

The Town issued Bid No. 25-003 on 9/17/2025 to rehabilitate the Bel Lido Road Bridge Rehabilitation Project, a scheduled project in the Town's Capital Improvement Plan. On 10/22/2025, Town staff received and unsealed three bids:

- KER Construction LLC: \$581,144
- Southern Road & Bridge, LLC: \$615,369
- M&J Construction Company of Pinellas County, Inc.: \$697,703

Due to all three submittals greatly exceeding the engineer's estimate of \$270,000, the Town requested best and final offers to generate more competitive pricing. The best and final offers submitted were as follows:

- KER Construction LLC: \$549,948
- Southern Road & Bridge, LLC: \$550,191
- M&J Construction Company of Pinellas County, Inc.: Declined to modify price

After reviewing the vendors' references and the submitted bid forms, Town staff determined Southern Road & Bridge, LLC, to be the low, responsible bidder.

On 11/4/2025, the Florida Department of Transportation (FDOT) and Kisinger Campo & Associates (KCA), an FDOT contracted engineering firm, provided the Town with a "Prompt Corrective Action" notice following an inspection that showed structural deficiencies. Town staff provided FDOT with an acknowledgement of the deficiencies and the existing plan of action to address their concerns.

FISCAL IMPACT:

\$550,191 (Contract) plus \$49,809 (Construction Engineering)

ATTACHMENTS:

Agreement

Southern Road & Bridge, LLC Bid / Best and Final Offer

Bid No. 25-003 Tabulation Sheet and Compliance Checklist

RECOMMENDATION:

Award bid and execute agreement with Southern Road & Bridge, LLC for Bel Lido Road Bridge Rehabilitation Project based on Bid No. 25-003.

CONTRACT FOR BEL LIDO BRIDGE REHABILITATION

THIS CONTRACT ("Contract") is made this _____ day of _____, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **Southern Road & Bridge, LLC**, a Florida limited liability company, with its principal address at 2997 Alt. 19, Suite B, Palm Harbor, Florida 34683 ("Contractor").

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its Charter and the laws and Constitution of the State of Florida; and

WHEREAS, the Town is in need of a contractor to provide BEL LIDO BRIDGE REHABILITATION services, and the Town issued Invitation to Bid No. 25-003 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a bid proposal in response to the ITB, and the Town desires to accept Contractor's bid proposal to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town's Invitation to Bid, the best and final Bid Proposal submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed change orders
Second Priority:	This Contract
Third Priority:	Town's Invitation to Bid (attached hereto as Exhibit "A")

Fourth Priority: Contractor's Bid Proposal (attached hereto as **Exhibit "B"**)

- 1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager of the Town of Highland Beach or designee**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the required executing authority set forth in the Town's Procurement Code).
- 1.3 Contract Price. The Contract Price shall be **FIVE HUNDRED FIFTY THOUSAND ONE HUNDRED AND NINETY-ONE DOLLARS AND NO CENTS (\$550,191.00)** which shall be payable in accordance with Article 3 of this Contract.
- 1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within ninety (90) days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve final completion of the Work within this timeframe shall be regarded as a breach of this Contract and subject to appropriate remedies, including but not limited to liability for liquidated damages in accordance with Article 1.5 below.
- 1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence for this Contract and that the Town would suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in Article 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and there shall be no bonus paid to the Contractor for early completion of the services**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town BEL LIDO BRIDGE REHABILITATION, including the following: Concrete encasement for rehabilitation of four (4) bridge piers; various concrete patching and epoxy repairs of bridge components; replacement of decorative bridge rail cap; mill, asphalt overlay, and restripe bridge deck; prepare and paint bridge; aerial utility piping; and bridge abutment concrete caps.

Pursuant to Section 255.20(3)(a), Florida Statutes, Contractor shall utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of this project (excluding plywood specified for monolithic concrete forms) and if such products are available and their price, fitness, and quality are equal.

Article 3. PAYMENT PROCEDURES

- 3.1 The Contractor shall submit invoices detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department
3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Building Official will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.
- 3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfil contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All sub-contractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.
- 6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

- 7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:
- (a) refuses or fails to supply enough properly skilled workers or proper materials;
 - (b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
 - (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - (d) takes action, short of declaring bankruptcy, evidencing insolvency;
 - (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
 - (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town,

including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence
Errors and Omissions	\$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker's Compensation	\$ statutory limits
Including employer's liability insurance	\$ 100,000 per occurrence \$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive

subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records or designee, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, 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 the Contract, 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 the Contract Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

- 10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References and Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Reserved.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

Southern Road & Bridge, LLC
Attn: Lucas L. Pappas, Managing Member
2997 Alt. 19, Suite B
Palm Harbor, FL 34683

Either party may amend this provision by written notice to the other party.

- 10.17 Public Entity Crimes: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.
- 10.19 Palm Beach County Inspector General: In accordance with Palm Beach County Ordinance No. 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible for safeguarding all property, such as tools and equipment, while on site. The Town will not be held responsible for any loss of Contractor's property due to theft or vandalism.
- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of

evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).

- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien;"
 - c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
 - f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney



[Corporate Seal]

CONTRACTOR

SOUTHERN ROAD & BRIDGE, LLC

By: _____

Print Name: Lucas L. Pappas
Title: Managing Member

STATE OF FLORIDA)
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17th day of November, 2025, by Lucas L. Pappas, who was physically present, as Managing Member (title), of Southern Road & Bridge, LLC, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Southern Road & Bridge (Contractor), to the same.



Notary Public _____
Print Name: Tanya Pilarinos
My commission expires: 01/21/2027

EXHIBIT “A”

Town’s Bid

EXHIBIT “B”

Contractor’s Bid



INVITATION TO BID

FOR

BEL LIDO BRIDGE REHABILITATION

BID No.: 25-003

BID OPENING DATE: 10/22/25

BID OPENING TIME: 2:00 P. M. (LOCAL TIME)

INVITATION TO BID
FOR
BEL LIDO BRIDGE REHABILITATION
BID No.: 25-003

Bids must be received by 2:00 PM on October 22, 2025, in a sealed envelope clearly labeled "**BID # 25-003: BEL LIDO BRIDGE REHABILITATION**" and delivered to:

Town of Highland Beach Clerk's Office
c/o Skender Coma, Senior Management Analyst
3614 South Ocean Blvd., Highland Beach, Florida 33487

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Highland Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until Town Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Town Commission or their staff, the Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Senior Management Analyst or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Town Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Highland Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Skender Coma, Senior Management Analyst, E-mail: scoma@highlandbeach.us.

SCOPE OF BID:

The Work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation of and specified improvements to the **Bel Lido Bridge** for the Town of Highland Beach as described herein and specified further in the Technical Specifications and on the Contract Drawings.

The work is described in general, non-inclusive below:

Concrete encasement for rehabilitation of four (4) bridge piers, various concrete patching and epoxy repairs of bridge components, replacement of decorative bridge railing cap, mill, asphalt overlay and restripe bridge deck, prepare and paint bridge, aerial utility piping, and bridge abutment concrete caps.

At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation with respect to this bid.

MANDATORY PRE-BID CONFERENCE:

A mandatory Pre-Bid Conference will be held at 10:00 a.m., September 24, 2025, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope and submission requirements, answer questions of interested Bidders, and make a site visit.

BID OPENING:

Sealed bids will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Boulevard, Highland Beach, FL 33487, by: **October 22, 2025, no later than 2:00PM (Local Time), at which time they will be publicly opened and read.**

Contact: **Skender Coma, Senior Management Analyst**
Telephone: (561) 278-4548; Email: scoma@highlandbeach.us

Office Hours: **MONDAY – FRIDAY, 8:30 A.M. TO 4:30 P.M.**

The Contract Documents may be obtained electronically as a downloadable free copy and is available on DemandStar.

INVITATION TO BID
FOR
BEL LIDO BRIDGE REHABILITATION

BID No.: 25-003

Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive bid responses until **October 22, 2025 at 2:00 P.M. (LOCAL TIME)** in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have its bid response **delivered to the Town Clerk's Office** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above-stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.
- C. If any addenda are issued to this Bid, the Town will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the bid response shall be submitted in one sealed package clearly marked on the outside "**BID # 25-003: BEL LIDO BRIDGE REHABILITATION**" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the legal name, address, and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

- F. PREPARATION OF BID: This Invitation to Bid (also referred to as “ITB” or “Bid”) provides the complete set of terms and conditions, specifications and bid forms for the required goods and/or services.

SUBMITTAL FORMS – Bidders must complete and submit the required forms for submittal to be considered a valid response.

- ☐ Bid Form
- ☐ Bidder’s Acknowledgement
- ☐ Non-Collusion Affidavit of Prime Bidder
- ☐ Anti-Kickback Affidavit
- ☐ Confirmation of a Drug Free Workplace
- ☐ Acknowledgement of PBC Inspector General
- ☐ Scrutinized Companies Certification Form
- ☐ Public Entity Crimes Sworn Statement
- ☐ Acknowledgment of Addendum(s) (if applicable)
- ☐ References

All bid forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the bidder in contractual obligations. Unsigned bids will not be accepted.

All bid forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a bidder to any part of a bid form must be initialed in ink. It is a bidder’s sole responsibility to assure that its bid is complete and delivered to the proper place prior to the deadline for submittal of bid proposals.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the goods and the services provided to the Town pursuant to this ITB. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid proposal on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the goods or service requested. The bidder is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. The bidder shall place all required bid forms in a sealed envelope that has the company's name and address, bid title, number, bid date and time on the outside of the sealed envelope. Bids not submitted on appropriate Bid forms may be rejected. All Bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

BID DEADLINE: It is the bidder's responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid deadline. The Town of Highland Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a Bid can be considered. Offers by email or telephone are not acceptable.

TIME OF DELIVERY: Contractor agrees to fully complete the scope of work as set out in this ITB within ninety (90) days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, final completion for the Work shall be subject to appropriate remedies including but not limited to liability for liquidated damages in the amount of \$250 per day.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. The Town of Highland Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Town. The Town may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE TOWN: The Town expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid proposal submittal deadline;

- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;
- H. Consider and accept an alternate bid as provided herein when most advantageous to the Town.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

- A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. A satisfactory record of performance;
- C. A satisfactory record of integrity;
- D. Qualified legally to Contract within the State of Florida and the Town of Highland Beach;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the Town Clerk's Office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid proposal is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the Town of Highland Beach, Palm Beach County, and of the State of Florida.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The Town of Highland Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town. The Town also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not able to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the Town may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at the Town Clerk's Office, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting bids. It is the usual practice for the Town to upload all addenda to Demandstar.com, but it cannot be guaranteed that all bidders will receive ALL addendum(s) in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s) of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise its own prerogative in submitting a bid on alternate items. The Town reserves the right to accept or reject the alternates or base bid or any combination thereof. The Town further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and goods and services not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the Town of Highland Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the goods and services to be furnished hereunder, the decision of the Town Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid proposal to the Town of Highland Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the Town of Highland Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Town of Highland Beach. At the Town of Highland Beach's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods and services offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the Town at once, indicating in a letter the specific regulation which required an alteration. The Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

LEGAL REQUIREMENTS: Federal, State, County, and Town laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: All Bids as defined by Section 287.012(26), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list”.

SCRUTINIZED COMPANIES 287.135 and 215.473: By submission of this Bid, the bidder certifies that the bidder is not participating in a boycott of Israel. The bidder further certifies that the bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sector List and has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material defect in the bid response and material breach of contract. The Town shall provide notice, in writing, to the bidder of the Town’s determination concerning the false certification. The bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town’s determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **“NONCONFORMANCE WITH CONTRACT CONDITIONS”**.

ASSIGNMENT: Any Purchase Order issued pursuant to this ITB and the funds which may become due hereunder are not assignable except with the prior written approval of the Town.

LIABILITY: The selected bidder shall hold and save harmless the Town of Highland Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of the awarded Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the Town, its Town Commissioners, agents, servants and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of the awarded Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder’s operation pursuant to the awarded Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The Town shall notify the selected bidder within ten (10) days of receipt by the Town of any claim, suit or action against the Town arising directly or indirectly from the operations of the selected bidder hereunder, for which the Town may be entitled to a claim or indemnity against the selected bidder, under the provisions of the awarded Contract. The selected bidder shall have the right to control the defense of any such claim suit or actions. The selected bidder shall also be liable to the Town for all costs, expenses, attorneys’ fees, and damages which may be incurred or sustained by the Town by reason of the selected bidder’s breach of any of the provision of the awarded contract. The selected bidder shall not be responsible for negligent acts of the Town or its employees.

INSURANCE: It shall be the responsibility of the selected bidder to maintain workers’ compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of selected bidder’s personnel are working on Town of Highland Beach property. The selected bidder shall furnish the Town with a certificate of insurance after award has been made prior to the start of any work on Town property. Said insured companies must be authorized to do business in the State of Florida and the Town will not accept any company that has a rating less than “excellent” by A.M. Best or as mutually agreed upon by the Town and the Contractor. **(See Attachment “A” for specific requirements)**

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the Town to the most responsive, responsible bidder whose bid represents the most advantageous bid to the Town, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The Town reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until the Town has completed all necessary investigations into the responsibility of the bidder, and the Town is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Contract or Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified will be returned at no expense or penalty to the Town of Highland Beach.

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the Town. Licenses and permits shall be readily available for review by the Town. The Town does not anticipate any permit fees in connection with this ITB.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, services, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material, equipment, services, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, services, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL: The bidder understands and agrees that the below or similar language will be included in the contract should the bidder be chosen.

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS: Sealed documents received by the Town in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the Town announces intent to award sooner, in accordance with Fla. Stat. § 119.07, at which time they become subject to disclosure.

The Town is public agency subject to Chapter 119, Florida Statutes. The bidder understands and agrees that the below or similar language will be included in the contract should the bidder be chosen.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the Town to perform the service;
- B. Upon request from the Town's custodian of public records, 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 in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the Town; and
- D. Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

**Lanelda Gaskins, TOWN CLERK
3614 SOUTH BLVD., HIGHLAND BEACH, FL 33487
561-278-4548
LGASKINS@HIGHLANDBEACH.US**

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to Skender Coma, Senior Management Analyst, Monday through Friday, 8:30 A.M. to 4:30 P.M. at (561) 278-4548; or at email address: scoma@highlandbeach.us.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

IRON AND STEEL PRODUCTS: If the Scope of Work for this Invitation to Bid is for a "public works project" as defined in Section 255.0993, Florida Statutes, or for the purchase of materials for a public works project, any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Town in accordance with Section 255.0993, Florida Statutes.

LUMBER, TIMBER, AND OTHER FOREST PRODUCTS: Lumber, timber, and other forest products used in the Scope of Work for this Invitation to Bid must be produced and manufactured in the State of Florida, if wood is a component of the project, and if such products are available and their price, fitness, and quality are equal to out of state materials, unless otherwise exempted pursuant to Section 255.20(3)(b), Florida Statutes.

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SPECIAL CONDITIONS FOR BIDDERS

BONDS:

A. **PAYMENT AND PERFORMANCE BONDS:**

As required by Section 255.05, Florida Statutes, the successful bidder will be required to execute a Payment and Performance Bond with a surety insurer authorized to do business in the State of Florida. The bond must meet all statutory requirements and shall be for 100% of the bid price submitted.

B. **RECORDING OF CONTRACT BOND:** Before commencing the work, Contractor(s) shall provide to Town a certified copy of the recorded bond(s). The Town may not execute the Contract or make any payment to Contractor until Contractor has complied with this requirement.

C. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Bid Bonds or Contract Bonds shall file with each bond an original, certified, and dated copy of their power of attorney.

D. **QUALIFICATION OF SURETY:** The Payment and Performance Bonds shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in the State of Florida for purposes of service of process. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, current revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958, or the equivalent thereof. A surety shall be deemed not qualified if the surety shall have a receiver appointed for it, or if it shall declare or file or has filed for bankruptcy.

MINIMUM QUALIFICATIONS OF BIDDERS:

This bid will be awarded only to responsible bidders qualified by experience and expertise to provide the work specified. The following evidence of eligibility may be required to be submitted:

A. General Contractor's License

B. The bidder must be in business for the last five (5) years under the same name.

C. List five (5) projects completed as Prime Contractor in last five (5) years in Florida involving work of similar type and complexity (bridge rehabilitation) that you have completed as Prime Contractor for a municipality in Florida. (This must be filled out where indicated or Bid may be considered non-responsive.)

**INVITATION TO BID
FOR
BEL LIDO BRIDGE REHABILITATION
BID No.: 25-003**

SCOPE OF WORK:

General

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all the provisions herein contained.

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the Town does not wish to rule out other competition and equal brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is proposed, it is the vendor's responsibility to name such a product within the proposal and to prove to the Town that said product is equal to that specified and to submit brochures, samples, product approvals, and/or specifications in detail on the item(s) submitted. The Town shall be the sole judge concerning the merits of the proposal submitted.

Scope of Work

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation of and specific improvements to the Bel Lido Bridge for the Town of Highland Beach as described herein and specified further in the Technical Specifications and on the Contract Drawings.

The work is described in general, non-inclusive below:

- A. The following activities are proposed as part of the improvements:
1. Bridge Pier Rehabilitation: Concrete pier encasement (4 piers), concrete patch repair at location(s) identified on plans and epoxy crack repair at location(s) identified on plans.
 2. Removal of existing decorative bridge wall cap (EIFS material) and replacement with anchored, precast concrete decorative bridge wall cap.
 3. Asphalt milling, asphalt overlay and striping of bridge deck and approaches.
 4. Chemical grouting of voids at identified locations at the bridge approach slabs.
 5. Cleaning and coating of bridge surfaces, abutment cap, bridge railing and existing utility pipes as indicated on the plans and in the Measurement & Payment item.
 6. Removal and reinstallation of existing guardrail (if necessary) to complete the rehabilitation work.
 7. Maintenance of Traffic and coordination with the Owner and Engineer during construction.
 8. Environmental Protections:

- a. Contractor is responsible for coordinating and meeting all NPDES and FDEP permit conditions and regulations specifically and including protection of water quality. This includes prohibition of runoff of deleterious material resulting from surface preparation, paint splatter, concrete work, paving, milling, and overlay, etc. and all pollutants resulting from construction activities from being introduced into the waterway during any and all phases of work.
 - b. Contractor is responsible for submitting for an NPDES Notice of Intent (NOI) and Notice of Termination (NOT) as required for construction of the project.
9. Restoration:
 - a. Existing landscaping and other improvements shall be protected during construction. Sod that is damaged during construction shall be replaced at the contractor's expense. All restoration shall be at the contractor's expense.

Contractor Responsibility

- Contractor(s) shall provide all supervision, labor, tools, and materials to complete all services as required per the bid specifications.
- Contractor(s) will be responsible for ensuring that all employees comply, at all times, with Terms, Conditions, and Specifications outlined in these bid specifications.
- Contractor(s) shall provide and ensure the wearing of protective clothing, masks, ear and eye protection, etc., as required by Laws, Regulations, Ordinances, and/or manufacturer's instructions for materials and equipment. The Contractor's personnel shall be in a company uniform at all times while working on City property.
- Contractor(s) is responsible to educate and provide all safety training and personal protection equipment for all of their personnel including following OSHA Regulations.
- Contractor(s) will be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 Forms (Department of Homeland Security's Employment Eligibility Verification) in compliance with all applicable federal, state, and local statutes pertaining to services as specified.

Use of Premises:

- A. Contractor shall confine construction equipment and stored materials to areas designated by the Town, as permitted by law, ordinances, permits, and shall not unreasonably encumber the premises with equipment or other materials or equipment. Contractor must coordinate with the Town for an acceptable staging area.
- B. During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean as or better than before.
- C. Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the existing structures.

PERMITS, FEES, AND LICENSING REQUIREMENTS:

- A. Contractor is responsible for submitting for an NPDES Notice of Intent (NOI) and Notice of Termination (NOT) as required for construction of the project. Any drawings or exhibits necessary for the permit application shall be the responsibility of the Contractor. The Contractor shall pay the cost of the permit fees. Include permit fees in unit pricing.
- B. The Contractor shall review and become familiar with the requirements and conditions associated with the permits issued for the Project. It shall be the sole responsibility of the Contractor to know and fully comply with all the requirements and stipulations included in the permits, as applicable.
- C. The Contractor must hold a properly classified Business Tax Registration (BTR) for the work they are engaging in.

RESPONSIBILITY FOR MATERIALS:

The Contractor shall be held responsible for any materials, equipment and work to the full amount of all payments made thereon, and he will be required to make good at its own cost any injury or damage which said material, equipment or work may sustain from any unforeseen obstructions or difficulties which may be encountered, or from any source or cause whatsoever, or from any action of the elements, before final acceptance thereof.

USE OF PREMISES:

Contractor shall confine equipment, the storage of materials and equipment and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Town by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

ACCESS TO WORK:

Contractor shall provide Town, Town's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

SAFETY AND PROTECTION:

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

WORK HOURS:

Normal work hours shall be limited to 8:00 AM to 5:00 PM, Monday through Friday. Any work performed outside those hours shall be approved in advance by the Town.

WARRANTY:

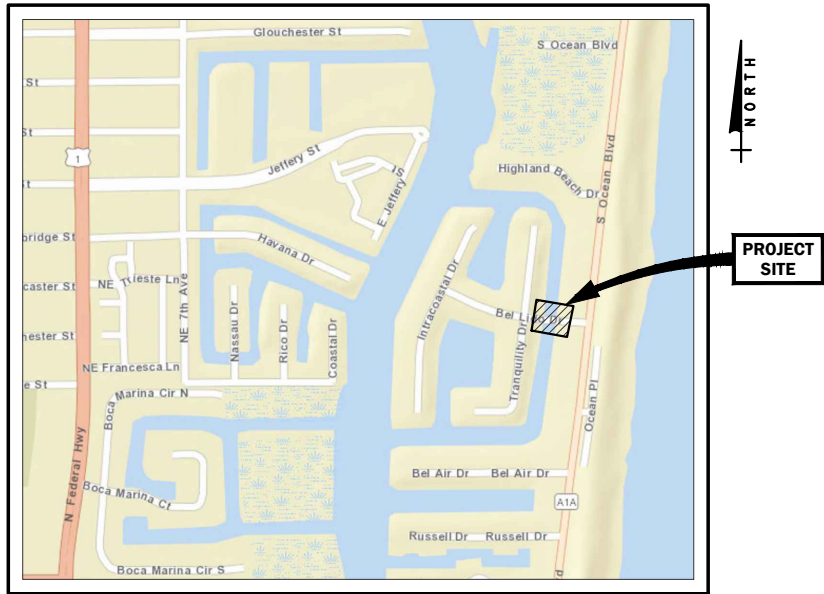
The vendor shall guarantee all work, equipment and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to Town, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance, inspection, and approval by a Town Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at Town's option, re-perform the work in question at no additional cost to Town, or refund the original charges for the work in question to Town, including the difference in cost if any, to re-perform the work if completed by another vendor.

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INVITATION TO BID
FOR
BEL LIDO BRIDGE REHABILITATION
BID No.: 25-003
BID SPECIFICATIONS

TOWN OF HIGHLAND BEACH

BEL LIDO BRIDGE REHABILITATION



S4 - T47S - R43E
LOCATION MAP
N.T.S.



TOWN OFFICIALS

MAYOR	NATASHA MOORE
VICE MAYOR	DAVID STERN
COMMISSIONER	JUDITH GOLDBERG
COMMISSIONER	DONALD PETERS
COMMISSIONER	JASON CHUDNOFSKY
TOWN MANAGER	MARSHALL LABADIE

DRAWING LIST

SHEET	DRAWING	TITLE
<u>GENERAL</u>		
1	G-1	TITLE SHEET, LOCATION MAP, & DRAWING LIST
2	G-2	GENERAL NOTES AND PAY ITEMS
3	G-3	BEL LIDO DRIVE – ROADWAY AND PAVEMENT MARKING
<u>STRUCTURAL</u>		
4	S-1	GENERAL PLAN
5	S-2	REPAIR DETAILS

BID SET
JUNE 2025

FOR INFORMATION REGARDING THIS PROJECT, CONTACT:

M. REBECCA TRAVIS, P.E.

BAXTER & WOODMAN INC.
1601 FORUM PLACE, SUITE 400
WEST PALM BEACH, FL 33401
561/655-6175

BAXTER & WOODMAN
Consulting Engineers

1601 Forum Place, Suite 400, West Palm Beach, Florida 33401
Phone: 561-655-6175 • Fax: 561-655-6179
www.baxterwoodman.com EB-31795

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REBECCA TRAVIS, P.E.
88 (GENERAL, CIVIL)

BRANDON L. BUZZELL, P.E.
No. 82007 (STRUCTURAL)

TITLE SHEET, LOCATION MAP
AND DRAWING LIST

SHEET: 1 of 5

DRAWING: G-1

DEFINITIONS

1. TOWN - THE TOWN OF HIGHLAND BEACH
2. CONTRACTOR - GENERAL CONTRACTOR AND ALL UTILITY SUBCONTRACTORS
3. ENGINEER - ENGINEER RESPONSIBLE FOR INSPECTION AND CERTIFICATION

PROCEDURE

1. A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE TOWN, CONTRACTOR, SUBCONTRACTORS, ENGINEER AND OTHER INTERESTED PARTIES.
2. ALL APPLICABLE PERMITS MUST BE OBTAINED WITH COPIES PROVIDED TO THE TOWN PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL MATERIALS SUPPLIED SHALL CONFORM TO SHOP DRAWINGS AS APPROVED BY THE TOWN PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
4. THE LOCATION OF THE EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE TOWN AND NOTIFY THE RESPECTIVE UTILITY OWNER TO RESOLVE THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
5. THE CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTS WITH THE TOWN A MINIMUM OF 48 HOURS IN ADVANCE.
6. TOWN UTILITY SYSTEM VALVES AND APPURTENANCES MAY ONLY BE OPERATED BY TOWN PERSONNEL.
7. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE TOWN.
8. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
9. CONSTRUCTION SHALL CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT OFF-SYSTEM LOCAL AGENCY SPECIFICATION, UNLESS SHOWN OTHERWISE.
10. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED BY THE CONTRACTOR TO THE TOWN.
19. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE R/W WHERE THE PROJECT IS CONSTRUCTED.
20. MAINTENANCE OF TRAFFIC (MOT) PLANS SHALL MEET THE REQUIREMENTS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
21. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
22. ALL DELETERIOUS MATERIAL SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR AT HIS EXPENSE.
23. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
24. EXISTING TRAFFIC SIGNS TO BE RESET PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
25. CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE TOWN.
26. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL OF ALL VEGETATION WITHIN RIGHT-OF-WAY AS REQUIRED TO CONSTRUCT THE REQUIRED IMPROVEMENTS.
27. PROJECT SITE SAFETY:
 - A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
 - B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
 - C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.

GENERAL INFORMATION

1. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS AND CONFIRM LOCATIONS OF UTILITIES NO LESS THAN 48 HOURS BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL ACCURATELY LOCATE AND UNCOVER ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION WHERE CROSSING OR PARALLELING OF EXISTING UTILITIES OCCUR. ANY DAMAGE RESULTING FROM THE CONTRACTORS OPERATION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

EROSION CONTROL NOTES:

1. CUT AND FILL SLOPES TO BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE EROSION. SILT FENCES TO BE USED WHERE NECESSARY.
2. CONSTRUCTION VEHICLE ACCESS ROUTES SHALL BE SWEEPED CLEAN OF SEDIMENT, CONCRETE AND OTHER CONSTRUCTION MATERIALS AS NEEDED.
3. ALL BERMS, DIKES AND SPOIL PILES SUBJECT TO EROSION MUST BE STABILIZED OR CONTAINED TO PREVENT EROSION AND RUNOFF FROM THE PROJECT.
4. ALL EXISTING STORM SEWER INLET GRATES TO BE COVERED WITH FILTER FABRIC DURING CONSTRUCTION.
5. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.

User Name : dphom	NO.	DATE	ISSUED FOR	APRVD BY	DESIGNED: <u>M.R.T.</u>	M. REBECCA TRAVIS, P.E. No. 40988
					DRAWN: <u>D.D.P.</u>	
					CHECKED: <u>M.R.T.</u>	
					APPROVED: <u>M.R.T.</u>	



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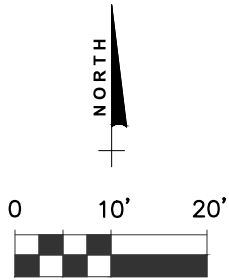
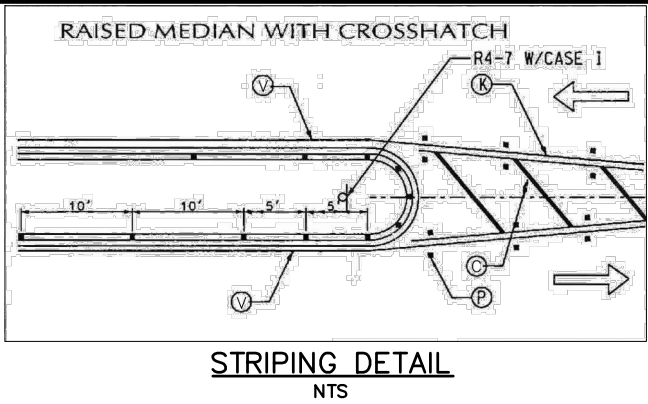
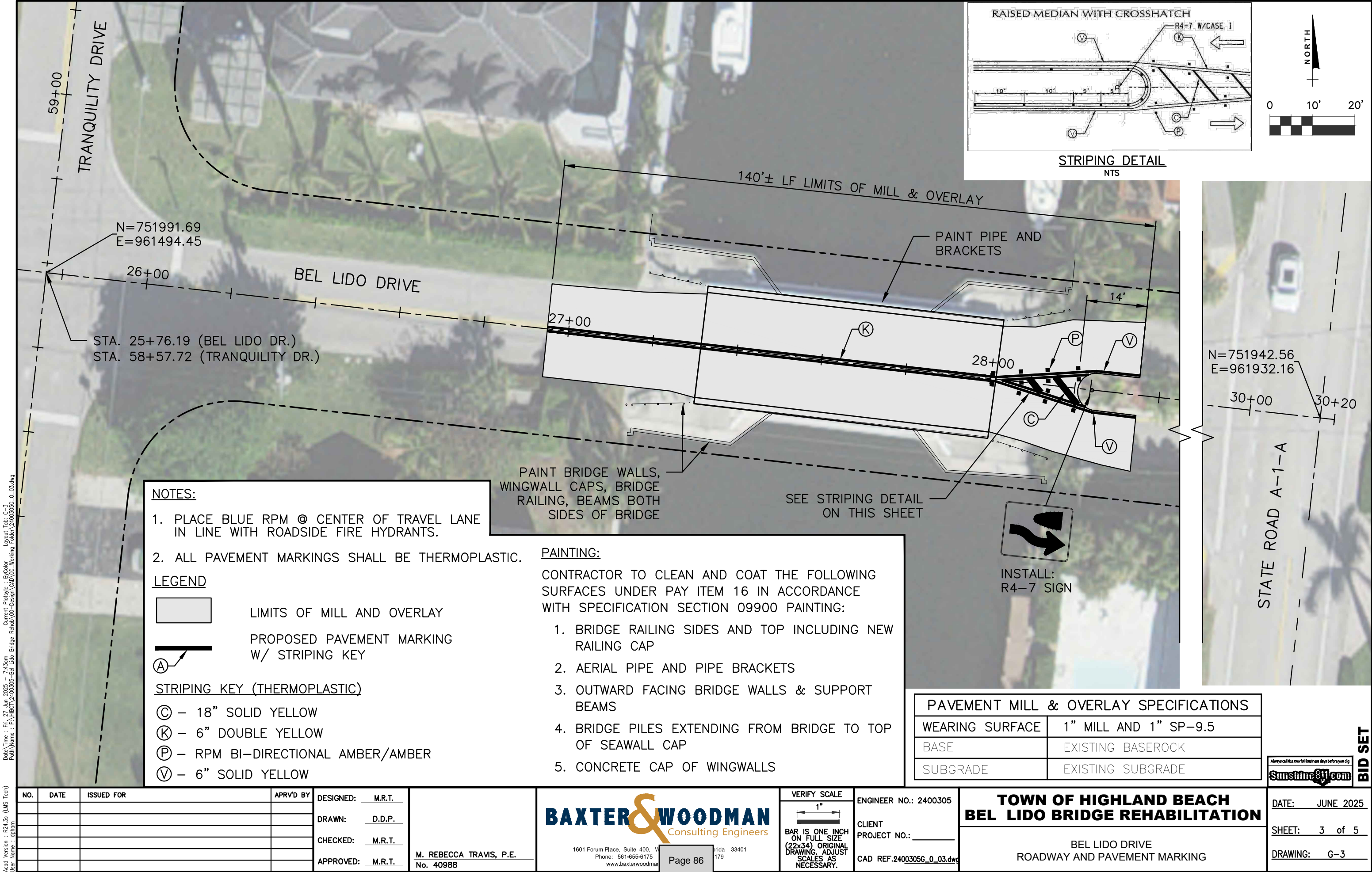
ITEM NO.	Item Description	QTY.	UNITS
1	MOBILIZATION - BRIDGE & ROADWAY	1	LS
2	BONDS AND INSURANCE	1	LS
3	MAINTENANCE OF TRAFFIC	1	LS
4	PROFESSIONAL AUDIO/VIDEO OF CONSTRUCTION SITE	1	LS
5	AS-BUILT RECORD DRAWINGS	1	LS
6	ENVIRONMENTAL PROTECTION MEASURES	1	LS
7	CONCRETE PATCH REPAIR	1	EA
8	CONCRETE PIER ENCASEMENT (PILE 3-1, 2-1, 2-2, & 2-5)	4	EA
9	EPOXY CRACK REPAIR	2	EA
10	CHEMICAL GROUTING AT APPROACH SLABS	400	CF
11	REMOVAL/REINSTALLATION OF GUARDRAIL SYSTEM (AS NEEDED)	1	LS
12	1" MILL EXISTING ASPHALT PAVEMENT AND HAULOFF	424	SY
13	OVERLAY: SUPERPAVE ASPHALT CONCRETE SP-9.5	19.3	TON
14	TRAFFIC SIGNAGE & STRIPING	1	LS
15	REMOVE & INSTALL DECORATIVE BRIDGE RAILING CAP	140	LF
16	CLEANING & COATING SURFACES CLASS 5	2330	SF
17	RESTORATION	1	LS
18	UNDEFINED ALLOWANCE	1	AL

ENGINEER NO.: 2400305	<div style="text-align: center;"> TOWN OF HIGHLAND BEACH BEL LIDO BRIDGE REHABILITATION </div>	DATE: JUNE 2024
CLIENT PROJECT NO.: _____		SHEET: 2 of 5
CAD REF. 2400305G_0_02.dwg	GENERAL NOTES AND PAY ITEMS	DRAWING: G-2

Always call 888.two full business days before you dig

Sunshine811.com

BID SET



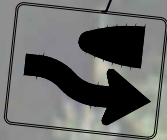
- NOTES:
- PLACE BLUE RPM @ CENTER OF TRAVEL LANE IN LINE WITH ROADSIDE FIRE HYDRANTS.
 - ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

- LEGEND
- LIMITS OF MILL AND OVERLAY
- PROPOSED PAVEMENT MARKING W/ STRIPING KEY
- STRIPING KEY (THERMOPLASTIC)
- (C) – 18" SOLID YELLOW
 - (K) – 6" DOUBLE YELLOW
 - (P) – RPM BI-DIRECTIONAL AMBER/AMBER
 - (V) – 6" SOLID YELLOW

PAINT BRIDGE WALLS, WINGWALL CAPS, BRIDGE RAILING, BEAMS BOTH SIDES OF BRIDGE

SEE STRIPING DETAIL ON THIS SHEET

- PAINTING:
- CONTRACTOR TO CLEAN AND COAT THE FOLLOWING SURFACES UNDER PAY ITEM 16 IN ACCORDANCE WITH SPECIFICATION SECTION 09900 PAINTING:
- BRIDGE RAILING SIDES AND TOP INCLUDING NEW RAILING CAP
 - AERIAL PIPE AND PIPE BRACKETS
 - OUTWARD FACING BRIDGE WALLS & SUPPORT BEAMS
 - BRIDGE PILES EXTENDING FROM BRIDGE TO TOP OF SEAWALL CAP
 - CONCRETE CAP OF WINGWALLS



INSTALL:
R4-7 SIGN

PAVEMENT MILL & OVERLAY SPECIFICATIONS	
WEARING SURFACE	1" MILL AND 1" SP-9.5
BASE	EXISTING BASEROCK
SUBGRADE	EXISTING SUBGRADE

NO.	DATE	ISSUED FOR	APRVD BY	DESIGNED: M.R.T.
				DRAWN: D.D.P.
				CHECKED: M.R.T.
				APPROVED: M.R.T.

M. REBECCA TRAVIS, P.E.
No. 40988

BAXTER & WOODMAN
Consulting Engineers

1601 Forum Place, Suite 400, Vero Beach, FL 33401
Phone: 561-655-6175
www.baxterwoodman.com

Page 86

VERIFY SCALE

1" = 20'

BAR IS ONE INCH ON FULL SIZE (22x34) ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

ENGINEER NO.: 2400305
CLIENT PROJECT NO.:
CAD REF.24003056_0_03.dwg

TOWN OF HIGHLAND BEACH
BEL LIDO BRIDGE REHABILITATION

BEL LIDO DRIVE
ROADWAY AND PAVEMENT MARKING

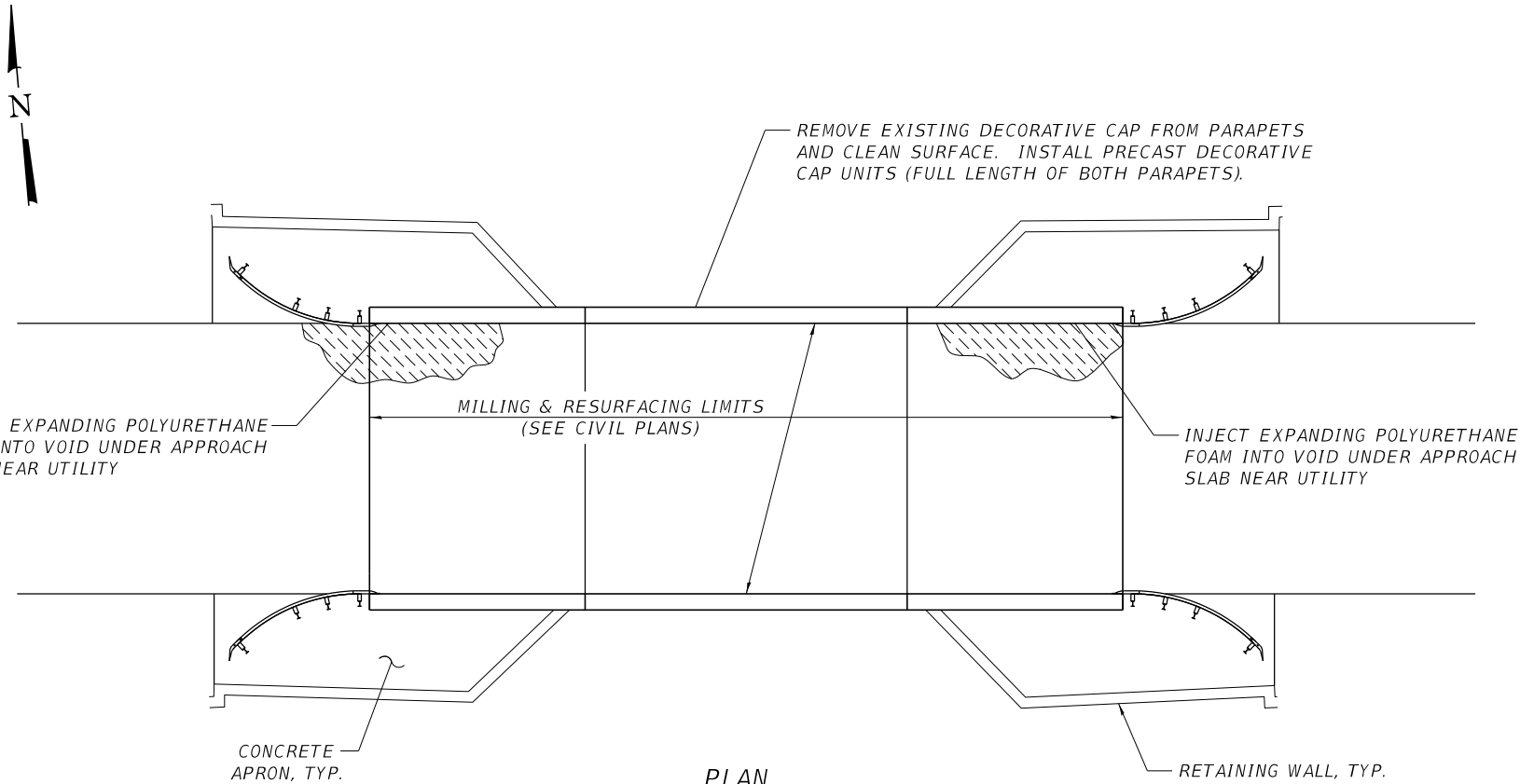
DATE: JUNE 2025
SHEET: 3 of 5
DRAWING: G-3

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Sunshine 811.com

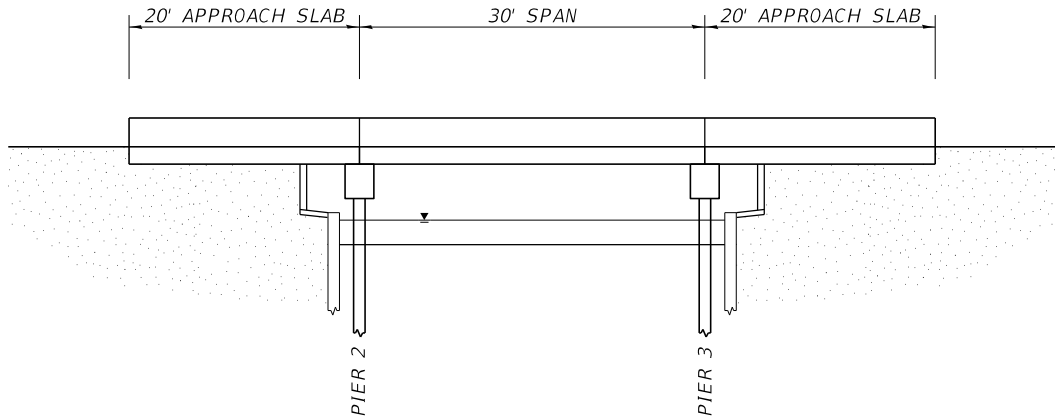
BID SET

Acad Version : R24.3s (LMS Tech)
User Name : dphom
Date/Time : Fri, 27 Jun 2025 - 7:43am
Current PlotStyle : ByColor
Plot Name : P:\HIBCT\24003056-Bel Lido Bridge Rehab\00-Design\CAD\00_Working\Folder\24003056_0_03.dwg
Layout Tab: G-3

Acad Version : rs(getvar,acadver)
User Name : rs(getvar,loginame)
Date/Time : rs(gettime,rs(getvar,date),DD,MM,YY) DD, MM, YY
Path/Name : rs(getvar,dwgprefix)rs(getvar,dwgnam)
Tab : rs(getvar,tab)



PLAN

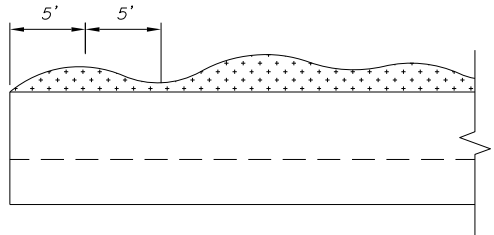


ELEVATION

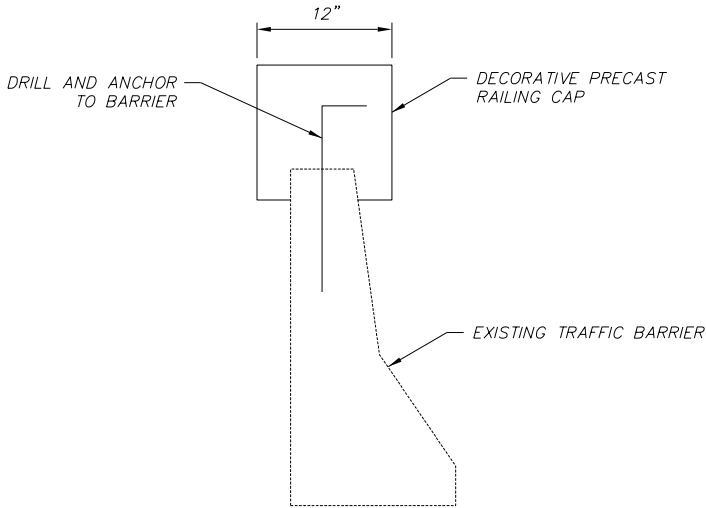
NOTE:
THE CONCRETE MIX FOR THE DECORATIVE CAP SHALL BE MODIFIED BY THE PRECASTER TO INCLUDE SEASHELLS, ARRANGED TO PROVIDE A DECORATIVE FINISH ON THE EXPOSED SURFACE. SEASHELLS SHALL BE CLEAN OF SALT AND DEBRIS, AND SHALL ACCOUNT FOR 5-10% OF THE TOTAL CONCRETE MIX BY WEIGHT. THE SHOP DRAWING SUBMITTAL SHALL INCLUDE A SAMPLE CAP SECTION FOR REVIEW AND APPROVAL BY THE TOWN.

SCOPE OF WORK

- 1) REPAIR CONCRETE PILES
- 2) REPAIR PIER CAPS
- 3) FILL VOIDS UNDER APPROACH SLABS
- 4) MILL & RESURFACE ASPHALT OVERLAY
- 5) CONSTRUCT EXPANSION JOINTS IN OVERLAY
- 6) REPLACE DECORATIVE CONCRETE CAP
- 7) RE-PAINT CONCRETE BARRIER, FASCIA BEAMS AND UTILITIES



CAP ELEVATION VIEW



DECORATIVE PRECAST CAP ANCHOR DETAIL

BAXTER & WOODMAN
Consulting Engineers
1601 Forum Place, Suite 400
Phone: 561-855-6179
www.baxterwood.com
Florida 33401
561-8179
795

VERIFY SCALE
1"
BAR IS ONE INCH ON FULL SIZE (22x34) ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

ENGINEER NO.:
CLIENT PROJECT NO.:
CAD REF.:

TOWN OF HIGHLAND BEACH
BEL LIDO BRIDGE REHABILITATION
BEL LIDO DRIVE BRIDGE
GENERAL PLAN

NO.	DATE	ISSUED FOR	APRV'D BY

DESIGNED: B.L.B.
DRAWN: B.L.B.
CHECKED: M.R.T.
APPROVED: M.R.T.

BRANDON L. BUZZELL, P.E.
No. 82007

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DATE: JUNE 2025
SHEET: 4 of 5
DRAWING: S-1

BID SET

CONCRETE REPAIR NOTES

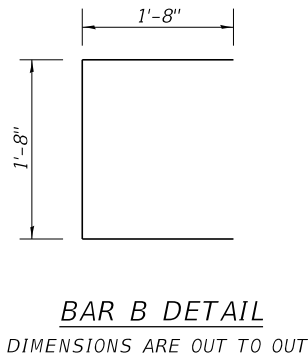
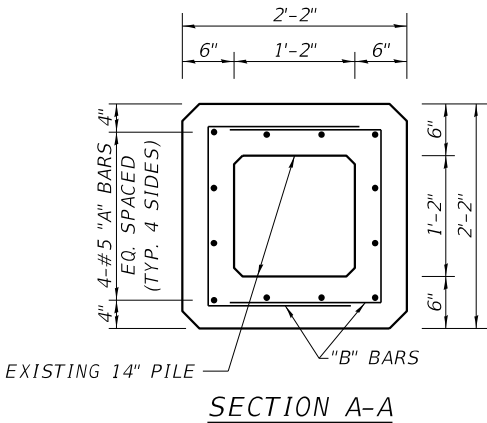
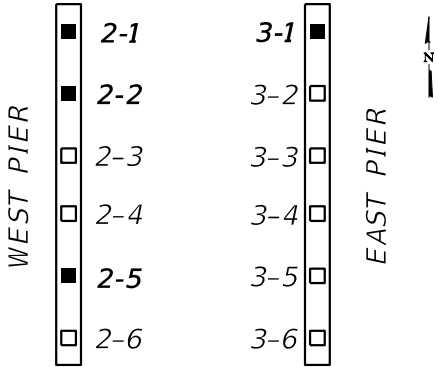
PERFORM PIER REPAIRS IN THE AREAS SHOWN IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF SECTION 930 AND ARTICLE 450-13 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

REPAIR AREAS SHOWN ARE ESTIMATED BASED ON A FIELD EVALUATION AND SHALL BE VERIFIED BY THE ENGINEER IN THE FIELD PRIOR TO BEGINNING REMOVAL OPERATIONS.

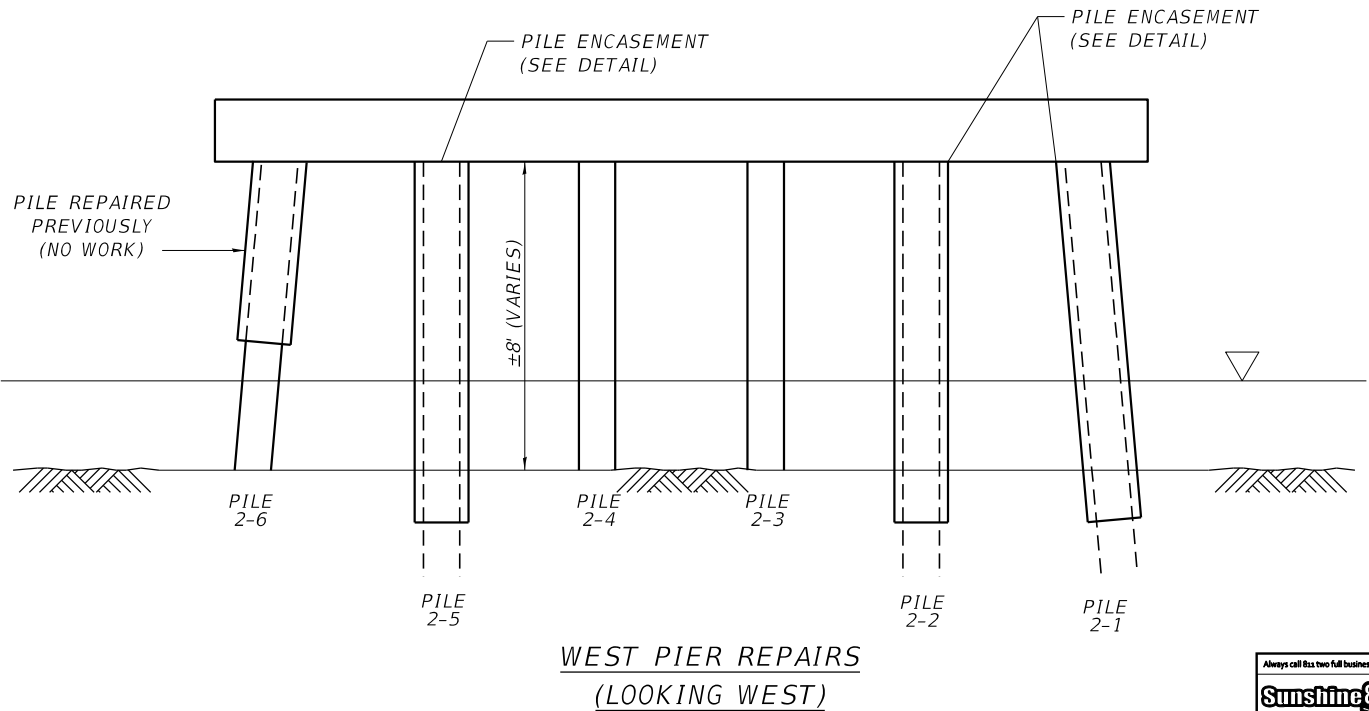
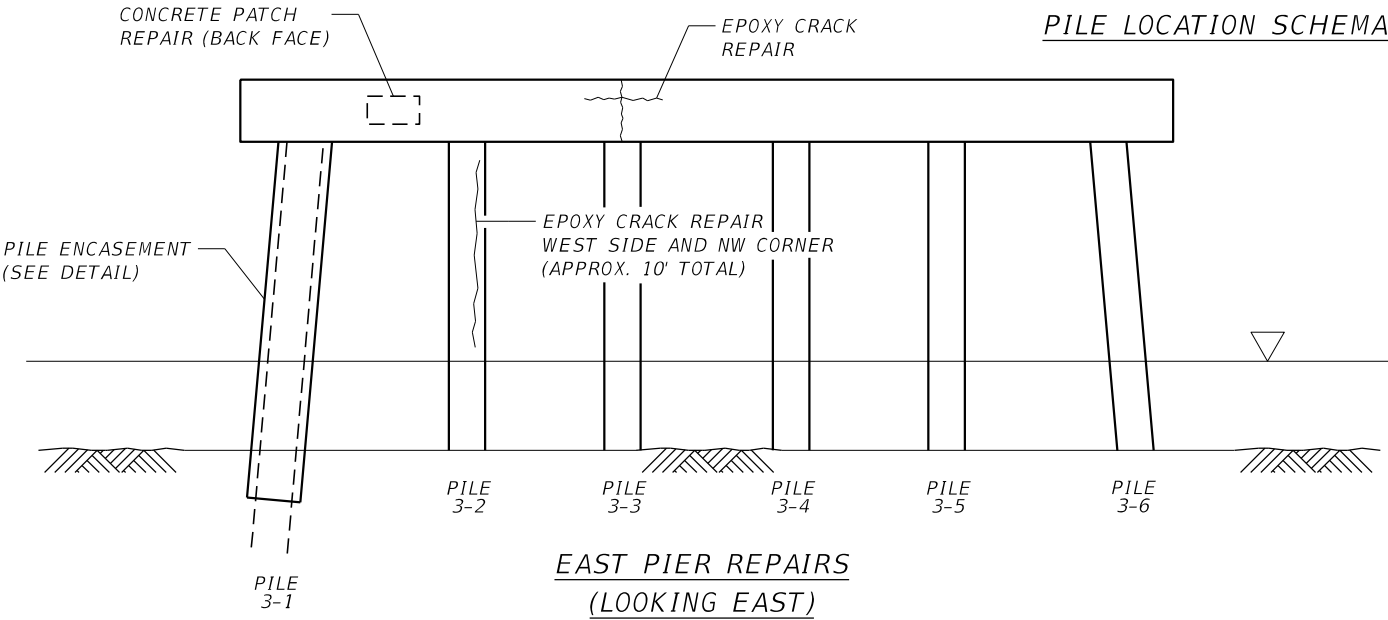
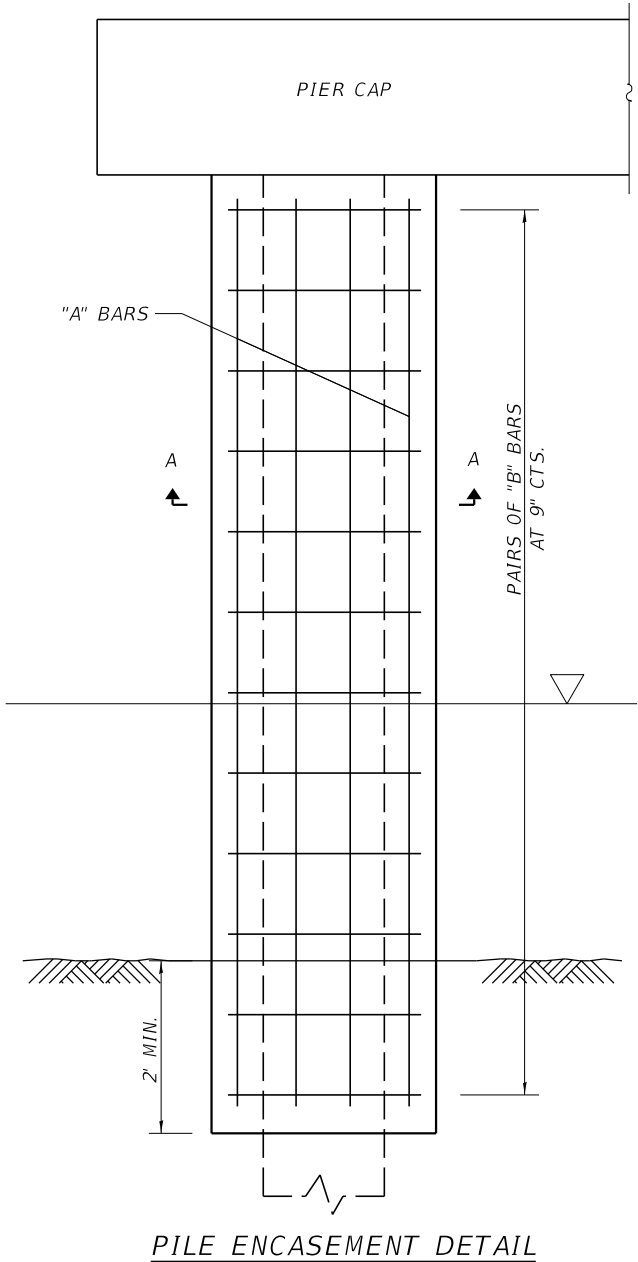
CONCRETE ENCASEMENTS SHALL BE TYPE II CONCRETE IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF SECTION 400 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE CONCRETE MIX SELECTED SHALL HAVE A MAXIMUM AGGREGATE SIZE OF NO LARGER THAN 3/4 INCH.

RECOMMENDED REPAIR METHOD:

1. REMOVE BARNACLES AND OTHER ORGANIC GROWTH FROM AREA TO BE REPAIRED.
2. SAWCUT THE BOUNDARIES OF THE DETERIORATED CONCRETE TO BE REMOVED TO A DEPTH OF 1/2 INCH.
3. REMOVE DETERIORATED CONCRETE BY CHIPPING WITH LIGHT POWER TOOLS.
4. BLAST CLEAN EXPOSED REINFORCING BARS OF ALL RUST AND FOREIGN MATERIALS.
5. BLAST CLEAN THE EXISTING CONCRETE TO BE PATCHED TO REMOVE LOOSE CONCRETE CHIPS AND LAITANCES.
6. PLACE FORMS, COAT EXISTING CONCRETE SURFACES WITH EPOXY BONDING AGENT, AND PLACE CONCRETE.
7. REMOVE FORMS AND FINISH SURFACES AFTER THE CONCRETE HAS CURED.



NOTE:
ENCASEMENT THICKNESS MAY BE ADJUSTED TO AVOID EXISTING SHEET PILE WALL ON EAST SIDE OF PILE



Acad Version : R20 (getvar,acadver)
User Name : (getvar,loginname)
Date/Time : (gettime, (getvar,date),DD," DD MON YYYY", (getvar,time),HH:"MM:SS", (getvar,dwgname))
Path/Name : (getvar,dwgprefix),(getvar,dwgname)
Tab: (getvar,tab)

NO.	DATE	ISSUED FOR	APRV'D BY

DESIGNED:	B.L.B.
DRAWN:	B.L.B.
CHECKED:	M.R.T.
APPROVED:	M.R.T.

BRANDON L. BUZZELL, P.E. No. 82007

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Consulting Engineers

1601 Forum Place, Suite 400
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www.baxterwoodman.com

Florida 33401
561-8179
795

Page 88

VERIFY SCALE

1"

BAR IS ONE INCH ON FULL SIZE (22x34) ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

ENGINEER NO.:
CLIENT PROJECT NO.:
CAD REF.:

TOWN OF HIGHLAND BEACH
BEL LIDO BRIDGE REHABILITATION

BEL LIDO DRIVE BRIDGE
REPAIR DETAILS

Always call this two full business days before you dig

Sunshine811.com

DATE:	JUNE 2025
SHEET:	5 of 5
DRAWING:	S-2

BID SET

INVITATION TO BID
FOR
BEL LIDO BRIDGE REHABILITATION
BID No.: 25-003
PERMIT FEE SCHEDULE

The Town does not anticipate any permit fees in connection with this ITB.

INVITATION TO BID

FOR

BEL LIDO BRIDGE REHABILITATION

BID No.: 25-003

BID PROPOSAL

Date: _____

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

Basis of Award: It is the intent of the Town to award the Bid to one vendor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Town's best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)		UNIT PRICE		EXTENDED TOTAL PRICE
1	MOBILIZATION - BRIDGE & ROADWAY	LS	1		\$		\$	
				Dollars				
				Cents				
2	BONDS AND INSURANCE	LS	1		\$		\$	
				Dollars				
				Cents				

3	MAINTENANCE OF TRAFFIC	LS	1		\$		\$			
				Dollars						
				Cents						
4	PROFESSIONAL AUDIO/VIDEO OF CONSTRUCTION SITE	LS	1		\$		\$			
				Dollars						
				Cents						
5	AS-BUILT RECORD DRAWINGS	LS	1		\$		\$			
				Dollars						
				Cents						
6	ENVIRONMENTAL PROTECTION MEASURES	LS	1		\$		\$			
				Dollars						
				Cents						
7	CONCRETE PATCH REPAIR	EA	1		\$		\$			
				Dollars						
				Cents						

8	CONCRETE PIER ENCASEMENT (PILE 3-1, 2-1, 2-2, & 2-5)	EA	4		\$		\$	
				Dollars				
				Cents				
9	EPOXY CRACK REPAIR	EA	2		\$		\$	
				Dollars				
				Cents				
10	CHEMICAL GROUTING AT APPROACH SLABS	CF	400		\$		\$	
				Dollars				
				Cents				
11	REMOVAL/REINSTALLATION OF GUARDRAIL SYSTEM (AS NEEDED)	LS	1		\$		\$	
				Dollars				
				Cents				
12	1" MILL EXISTING ASPHALT PAVEMENT AND HAULOFF	SY	424		\$		\$	
				Dollars				
				Cents				

13	OVERLAY: SUPERPAVE ASPHALT CONCRETE SP-9.5	TON	19.3		\$		\$	
				Dollars				
				Cents				
14	TRAFFIC SIGNAGE & STRIPING	LS	1		\$		\$	
				Dollars				
				Cents				
15	REMOVE & INSTALL DECORATIVE BRIDGE RAILING CAP	LF	140		\$		\$	
				Dollars				
				Cents				
16	CLEANING & COATING SURFACES CLASS 5	SF	2330		\$		\$	
				Dollars				
				Cents				
17	RESTORATION	LS	1		\$		\$	
				Dollars				
				Cents				

18	UNDEFINED ALLOWANCE	AL	1			\$			\$	
				Dollars						
				Cents						

TOTAL COST OF BASE BID
 BID ITEMS 1 – 18 (in numbers)

\$ _____

TOTAL COST OF BASE BID
 BID ITEMS 1 – 18 (in words)

Dollars

Cents

 COMPANY NAME

 AUTHORIZED SIGNATURE

 TELEPHONE NUMBER

 PRINTED NAME

 EMAIL ADDRESS

 TITLE

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the Town requires appropriate coverages listing the Town of Highland Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the Town: **(NOTE: This list is not all inclusive, and the Town reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

<u>TYPE</u>	<u>(Occurrence Based Only)</u>	<u>MINIMUM LIMITS REQUIRED</u>
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

Bid Title: **"BEL LIDO BRIDGE REHABILITATION"**

Bid Number: **25-003**

Bid Due: **October 22, 2025, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

Authorized Signature

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
- 5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) _____

—

Subscribed and sworn to before me _____ (Title) _____
by means of ___physical presence or ___ online notarization
This _____ day of _____, 20 _____

My commission expires _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me by means of ____ physical presence or ____ online notarization
this _____ day of _____, 20 _____

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this ITB and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors.

The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the contract justifying its termination.

BIDDER NAME

By _____

Title: _____

Date: _____

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Highland Beach, Florida

by _____

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2025 by _____, as _____ of _____ who is ☐ personally known to me or ☐ produced _____ as identification.

Notary Public
My Commission Expires:

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT
TO SECTION 287.133(3)(A),
FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Highland Beach (the “Town”) by:

(Print individual’s name and title)

For: _____

(Print name of entity submitting sworn statement)

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

_____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public

entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2025 by _____, as _____ of _____ who is ☐ personally known to me or ☐ produced _____ as identification.

Notary Public
My Commission Expires:

ADDENDA

**TOWN OF HIGHLAND BEACH
FLORIDA**

BID TITLE: **"BEL LIDO BRIDGE REHABILITATION"**

BID NO.: 25-003

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS**

<p align="center">REFERENCES FOR _____ (NAME OF FIRM)</p>		
Company Name:		
Address:		
Years/Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Years/Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Years/Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:

“DRAFT”
SUBJECT TO REVISIONS PRIOR TO SIGNING

I. CONTRACT FOR BEL LIDO BRIDGE REHABILITATION

THIS CONTRACT (“Contract”) is made this _____ day of _____, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation (“Town”) and _____, a Florida corporation, with its principal address at _____ (“Contractor”).

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the Town is in need of a contractor to provide BEL LIDO BRIDGE REHABILITATION and the Town issued an Invitation to Bid No. 25-003 (“ITB”) regarding the same; and

WHEREAS, Contractor submitted a response to the ITB and the Town desires to accept Contractor’s response to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town’s Bid, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed change orders
Second Priority:	This contract
Third Priority:	Town's Invitation to Bid (attached hereto as Exhibit "A")
Fourth Priority:	Contractor's Bid (attached hereto as Exhibit "B")

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Highland Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Procurement Code).

1.3 Contract Price. The Contract Price shall be _____ **DOLLARS AND**
_____ **CENTS** which shall be payable in accordance with Article 3 of this Contract.

1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial, and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.

1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town BEL LIDO BRIDGE REHABILITATION, including the following:

The interior improvement of unfinished space within the Building Department offices located on the second floor of 3616 S Ocean Blvd. The scope of work includes the conversion of existing, unfinished interior space into new office and storage areas based on the plans contained herein.

The Town will handle fire alarm and fire sprinkler installations directly through its own contractors. The awarded vendor will be responsible for coordinating with these contractors as needed.

Modification from Drawings: The designated storage area will **not** receive a suspended ceiling and will require **no** mechanical work.

All interior office walls must be insulated for sound attenuation.

All exterior mass walls are to receive a continuous minimum R-4 foam board insulation, with metal studs installed over the foam board to receive drywall and finishes.

All emergency lighting and exit signage must comply with the 8th Edition of the 2023 Florida Building Code (FBC).

Pursuant to Section 255.20, Florida Statutes, lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of this project, shall be utilized if such products are available and their price, fitness, and quality are equal.

Article 3. PAYMENT PROCEDURES

3.1 The Contractor shall submit invoices detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department
3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Building Official will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall

agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

- 3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a “final invoice” to the Town. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfil contractual obligations with the Town, nor is Contractor authorized to use the Town’s Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All sub-contractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.
- 6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage

Amount of Coverage

Professional liability/

\$1,000,000 per occurrence

Errors and Omissions

\$3, 000,000 annual aggregate

Commercial general liability

\$1, 000,000 per occurrence

(Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	\$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker's Compensation	\$ statutory limits
Including employer's liability insurance	\$ 100,000 per occurrence \$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records or designee, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, 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 the Contract, 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 the Contract Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

- 10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or

of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN

CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT
OR THE CONTRACT DOCUMENTS

- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Reserved.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

Either party may amend this provision by written notice to the other party.

- 10.17 Public Entity Crimes: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.
- 10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

- 10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.
- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for

work performed and detailed documentation for all such work performed or to be performed under this Contract.

- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien;"
 - c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
 - f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

CONTRACTOR

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, who was physically present, as _____ (title), of _____, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ (Contractor), to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”

Town’s Bid

EXHIBIT “B”

Contractor’s Bid

**INVITATION TO BID
FOR
BEL LIDO BRIDGE REHABILITATION
BID No.: 25-003
BID PROPOSAL**

Date: October 21st, 2025

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

Basis of Award: It is the intent of the Town to award the Bid to one vendor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Towns best interest. **ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.**

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)		UNIT PRICE		EXTENDED TOTAL PRICE
1	MOBILIZATION - BRIDGE & ROADWAY	LS	1	Sixty Thousand	\$	60,000	\$	60,000.00
				Dollars				
				Zero				
				Cents				
2	BONDS AND INSURANCE	LS	1	Fifteen Thousand	\$	15,000	\$	15,000.00
				Dollars				
				Zero				
				Cents				

3	MAINTENANCE OF TRAFFIC	LS	1	Fifty Thousand Dollars	\$	50,000	\$	50,000.00
				Zero Cents				
4	PROFESSIONAL AUDIO/VIDEO OF CONSTRUCTION SITE	LS	1	Eighty Six Hundred Dollars	\$	8,600	\$	8,600.00
				Zero Cents				
5	AS-BUILT RECORD DRAWINGS	LS	1	Eighty One Hundred Dollars	\$	8,100	\$	8,100.00
				Zero Cents				
6	ENVIRONMENTAL PROTECTION MEASURES	LS	1	Six Thousand Seven Hundred Fifty Dollars	\$	6,750	\$	6,750.00
				Zero Cents				
7	CONCRETE PATCH REPAIR	EA	1	Four Thousand Seven Hundred Twenty Five Dollars	\$	4,725	\$	4,725.00
				Zero Cents				

8	CONCRETE PIER ENCASEMENT (PILE 3-1, 2-1, 2-2, & 2-5)	EA	4	Thirty One Thousand Nine Hundred	\$	31,900	\$	127,600.00
				Dollars				
				Zero				
				Cents				
9	EPOXY CRACK REPAIR	EA	2	Seventeen Hundred	\$	1,700	\$	3,400.00
				Dollars				
				Zero				
				Cents				
10	CHEMICAL GROUTING AT APPROACH SLABS	CF	400	Two Hundred Fifty	\$	250	\$	100,000.00
				Dollars				
				Zero				
				Cents				
11	REMOVAL/REINSTALLATION OF GUARDRAIL SYSTEM (AS NEEDED)	LS	1	Six Thousand Seven Hundred Fifty	\$	6,750	\$	6,750.00
				Dollars				
				Zero				
				Cents				
12	1" MILL EXISTING ASPHALT PAVEMENT AND HAUL OFF	SY	424	Forty	\$	40	\$	16,960.00
				Dollars				
				Zero				
				Cents				

13	OVERLAY: SUPERPAVE ASPHALT CONCRETE SP-9.5	TON	19.3	One Thousand Eighty	\$	1,080	\$	20,844.00
				Dollars				
				Zero				
				Cents				
14	TRAFFIC SIGNAGE & STRIPING	LS	1	Thirteen Thousand Five Hundred	\$	13,500	\$	13,500.00
				Dollars				
				Zero				
				Cents				
15	REMOVE & INSTALL DECORATIVE BRIDGE RAILING CAP	LF	140	Four Hundred Twelve	\$	412	\$	57,680.00
				Dollars				
				Zero				
				Cents				
16	CLEANING & COATING SURFACES CLASS 5	SF	2330	Twelve	\$	12	\$	27,960.00
				Dollars				
				Zero				
				Cents				
17	RESTORATION	LS	1	Sixty Seven Thousand Five Hundred	\$	67,500	\$	67,500.00
				Dollars				
				Zero				
				Cents				

18	UNDEFINED ALLOWANCE	AL	1	Twenty Thousand Dollars	\$	20,000	\$	20,000.00
				Zero				
				Cents				

TOTAL COST OF BASE BID
 BID ITEMS 1 – 18 (in numbers)

\$ 615,369.00

TOTAL COST OF BASE BID
 BID ITEMS 1 – 18 (in words)

Six Hundred Fifteen Thousand Three Hundred Sixty Nine
 Dollars
 Zero
 Cents

Southern Road & Bridge, LLC
 COMPANY NAME


 AUTHORIZED SIGNATURE

727-940-5395
 TELEPHONE NUMBER

Lucas L. Pappas
 PRINTED NAME

prequal@southernrb.com
 EMAIL ADDRESS

Managing Member
 TITLE

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the Town requires appropriate coverages listing the Town of Highland Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the Town: (NOTE: This list is not all inclusive, and the Town reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

Bid Title: **"BEL LIDO BRIDGE REHABILITATION"**

Bid Number: **25-003**

Bid Due: **October 22, 2025, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: Southern Road & Bridge, LLC

Federal I.D. Number: 46-1187423

A Corporation of the State of: Florida

Area Code: 727 Telephone Number: 940-5395

Area Code: 727 FAX Number: 499-7158

Mailing Address: 2997 Alt. 19, Suite B,

City/State/Zip: Palm Harbor, FL 34683

Vendor Mailing Date: 10/21/2025

E-Mail Address: prequal@southernrb.com


Authorized Signature
Lucas L. Pappas, Managing Member

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)

County of Pinellas)

Lucas L. Pappas, being first duly sworn, deposes and says that:

- 1) He is Managing Member of Southern Road & Bridge, LLC,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

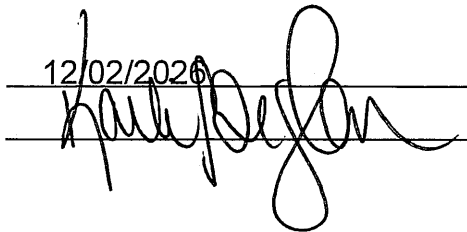


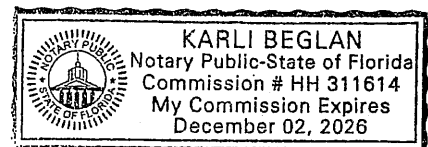
Subscribed and sworn to before me (Title) Lucas L. Pappas, Managing Member
by means of X physical presence or online notarization
This 21st day of October, 20 25

My commission expires

12/02/2026

Notary Signature





ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

[Signature]
NAME - SIGNATURE

Sworn and subscribed before me by means of X physical presence or ___ online notarization
this 21st day of October, 2025

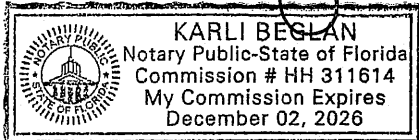
Printed Information:

Lucas L. Pappas
NAME

Managing Member
TITLE

Southern Road & Bridge, LLC
COMPANY

[Signature]
NOTARY PUBLIC, State of Florida
at Large




"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature
Lucas L. Pappas, Managing Member

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this ITB and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors.

The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the contract justifying its termination.

Southern Road & Bridge, LLC
BIDDER NAME

By 

Title: Lucas L. Pappas, Managing Member

Date: 10/21/2025

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Highland Beach, Florida

by Lucas L. Pappas, Managing Member
(print individual's name and title)
for Southern Road & Bridge, LLC
(print name of entity submitting sworn statement)

whose business address is 2997 Alt. 19, Suite B, Palm Harbor, FL 34683

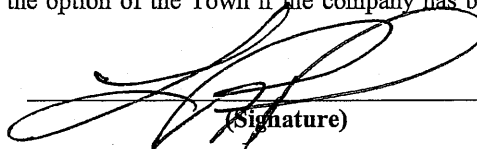
and (if applicable) its Federal Employer Identification Number (FEIN) is: 46-1187423

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A)

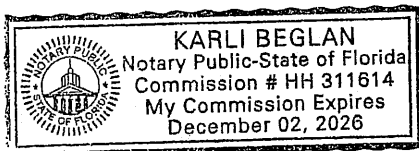
1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.


(Signature)

The foregoing document was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 21st day of October, 2025 by Lucas L. Pappas, as Managing Member of Southern Road & Bridge, LLC who is ☒ personally known to me or ☐ produced N/A as identification.




Notary Public
My Commission Expires: 12/02/2026

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT
TO SECTION 287.133(3)(A),
FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:

Lucas L. Pappas, Managing Member

(Print individual's name and title)

For: Southern Road & Bridge, LLC

(Print name of entity submitting sworn statement)

Whose business address is: 2997 Alt. 19, Suite B, Palm Harbor, FL 34683

And (if applicable) its Federal Employer Identification Number (FEIN) is: 46-1187423

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

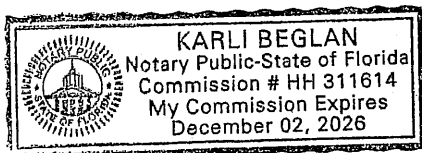
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

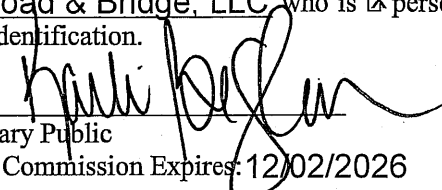
_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)
Lucas L. Pappas, Managing Member

The foregoing document was sworn and subscribed before me by means of X physical presence or _____ online notarization this 21st day of October , 2025 by Lucas L. Pappas , as Managing Member of Southern Road & Bridge, LLC , who is X personally known to me or ☐ produced _____ N/A _____ as identification.




Notary Public
My Commission Expires: 12/02/2026

ADDENDA

**TOWN OF HIGHLAND BEACH
FLORIDA**

BID TITLE: "BEL LIDO BRIDGE REHABILITATION"

BID NO.: 25-003

DATE SUBMITTED: October 21st, 2025

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
<u>1</u>	<u>9/25/2025</u>	<u> </u>	<u> </u>
<u>2</u>	<u>10/10/2025</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS**



Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

ACKNOWLEDGEMENT OF ADDENDUM No. 1

23-005 – LIFT STATION NO. 3 REHABILITATION
BID NO.: 23-005

RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Lucas L. Pappas, Managing Member
PRINT NAME OF REPRESENTATIVE


SIGNATURE OF REPRESENTATIVE

Southern Road & Bridge, LLC
NAME OF COMPANY

10/21/2025
DATE



Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

ACKNOWLEDGEMENT OF ADDENDUM No. 2

**25-003 – BEL LIDO BRIDGE REHABILITATION
BID NO.: 25-003**

RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 2 WITH BID PACKAGE
IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Lucas L. Pappas, Managing Member
PRINT NAME OF REPRESENTATIVE


SIGNATURE OF REPRESENTATIVE

Southern Road & Bridge, LLC
NAME OF COMPANY

10/21/2025
DATE

REFERENCES FOR <u>Southern Road & Bridge, LLC</u> (NAME OF FIRM)		
Company Name: TxDOT		
Address: Austin, TX		
Years/Description of Services: We have done several Bridge Repairs.Rehab projects for TxDOT over the last seven or eight years.		
Contact Name: Carlos Ceballos Jr.		
Phone: (956) 399-5102	Fax: N/A	E-Mail: Carlos.Ceballos@txdot.gov
Company Name: LADOTD		
Address: 1201 Capitol Access Rd., Baton Rouge, LA 70802		
Years/Description of Services: We have done several Bridge Repairs.Rehab projects for LADOTD over the last ten or eleven years.		
Contact Name: Corbett Hollier		
Phone: (504) 376-0210	Fax: N/A	E-Mail: Corbett.Hollier@LA.GOV
Company Name: FDOT		
Address: 11201 N. McKinley Dr., Tampa, FL 33612		
Years/Description of Services: We have done several Bridge Repairs.Rehab projects for FDOT over the last fifteen years.		
Contact Name: Jonathan Gill		
Phone: (727) 575-8300	Fax: N/A	E-Mail: jonathan.gill@dot.state.fl.us



SOUTHERN ROAD & BRIDGE

715 Wesley Avenue
Tarpon Springs, FL 34689
Tel: (727) 940-5395
Fax: (727) 499-7158
www.southernrb.com

WORK IN PROGRESS

PROJECT NAME	CONTRACT AMOUNT	PROJECT DESCRIPTION	PROJECT LOCATION	PRIME CONTRACTOR	OWNER CONTACT	BONDING/INSURANCE FIRM & CONTACT	START DATE	EST COMPLETION DATE	% SUBCONTRACTED		PERCENTAGE COMPLETE
									OUT	IN	
H.011487.6	\$ 25,989,337.50	Berwick Bay Bridge Rehab	St Mary's Parish, LA	Southern Road & Bridge, LLC	LADOTD Corbett Holler 504-376-0210 Corbett.Holler@LA.GOV	Atlantic Specialty Insurance Co Kevin Miller 330-533-1195	1-Jan	1-Jan	20%		0%
	\$ 239,000.00	Winamac Pedestrian Bridge Improvements	Winamac, IN	Southern Road & Bridge, LLC	Town of Winamac Paul Vincent 219-250-1250 paul@vhearnconsulting.com	Atlantic Specialty Insurance Co Kevin Miller 330-533-1195	1-Sep	1-Jan	0%		0%
ESU63	\$ 2,363,975.80	East Pass Bridge Repairs	Okaloosa, FL	Southern Road & Bridge, LLC	FDOT Ron Bryson 850-768-1623 ron.bryson@searightgroup.com	Atlantic Specialty Insurance Co Kevin Miller 330-533-1195	1-Nov	1-Nov	20%		0%
PB 22-5	\$ 2,232,358.10	James L. Turnage Blvd Bridge Repairs	Palm Beach County, FL	Southern Road & Bridge, LLC	Palm Beach International Airport George Santos 561-681-5121 gsantos@pbia.org	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	1-Nov	1-Nov	20%		0%
Project 18238 Contract 29219	\$ 5,641,066.00	Hampton Boulevard Northbound Bridge Rehabilitation	Norfolk, VA	Southern Road & Bridge, LLC	City of Norfolk Josh Hill 757-271-1050 jhill@norfolkintl.com	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	1-Sep	1-Oct	30%		10%
436436-1-52-13 / DOT-RFP-22-6007- LMBP	\$ 3,735,000.00	Central Florida Rail Corridor (CFRC) Lake Monroe Drawbridge Painting	Volusia and Seminole counties, FL	Southern Road & Bridge, LLC	FDOT Marc Gregory 407-547-3032 mgregory@mtb.com	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	1-Oct	1-Oct	0%		0%
XX1775177	\$ 6,131,670.00	High Friction Surface Treatment of Various Roadways	Statewide	Southern Road & Bridge, LLC	Maryland Department of Transportation Michael Little mlittle2@mdot.maryland.gov	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	1-Sep	1-Aug	30%		5%
H.014323.6	\$ 1,792,800.00	Mississippi River Bridge Fender Repair (Pier 6) on Route I-10	East Baton Rouge Parish, LA	Southern Road & Bridge, LLC	LADOTD Alanna Divittorio 225-925-7921 alanna.divittorio@la.gov	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	1-Sep	1-Feb	20%		5%
RH-21-066	\$ 17,100,000.00	Stormwater Culvert Replacement	Pasco County, FL	Southern Road & Bridge, LLC	Pasco County Efrain Figueroa 727-834-3601 efigueroa@pascocountyfl.net	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	10-Feb	31-Dec	0%		10%
EAV29	\$ 1,498,039.80	SR A1A/17th St. over Mercedas River	Fort Lauderdale, FL	Southern Road & Bridge	FDOT Tapeesh Sookram 954-940-7619 Tapeesh.sookram@dot.state.fl.us	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	15-Apr	15-Nov	10%		0%



715 Wesley Avenue
Tarpon Springs, FL 34689
Tel: (727) 940-5395
Fax: (727) 499-7158
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WORK IN PROGRESS

PROJECT NAME	CONTRACT AMOUNT	PROJECT DESCRIPTION	PROJECT LOCATION	PRIME CONTRACTOR	OWNER CONTACT	BONDING/SURETY FIRM & CONTACT	START DATE	EST COMPLETION DATE	% SUBCONTRACTED		PERCENTAGE COMPLETE
									OUT		
3049	\$ 5,466,600.00	U.S. (Huey P. Long) Mississippi River Bridge Repainting Segment 8 East Approach Towers 37E - 61 E and Girders 36E - 61 E	New Orleans, LA	Southern Road & Bridge	New Orleans Public Belt Carl T. Kour 504-896-7423 Carl.Kour@ralphola.com	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	1-Mar	1-Jan	10%		0%
0064-955-400, B620-B625, M601	\$ 5,729,923.00	Structural Steel Interstate Bridge Repairs	Norfolk and Virginia Beach, VA	Southern Road & Bridge	Vignia DOT John Arms 757-995-5156 john.arms@vdot.virginia.gov	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	15-Feb	5-Dec	25%		65%
83-2021	\$ 18,243,776.70	Morrison Bridge Spane Painting Project	Multnomah County, OR	Southern Road & Bridge	Multnomah County Kenneth Huntley 971-255-7125 kenneth.r.huntley@multco.us	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	27-Dec	31-Jul	15%		60%
BP-122	\$ 16,267,273.80	Chuck Yeager Memorial Bridge Bridge Painting	Kanawha County, WV	Southern Road & Bridge	West Virginia Parkways Authority James Moore 304-410-5297 jammoore@hntb.com	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	1-Oct	30-Jun	10%		30%
C1588A	\$2,143,244.00	Rehab Underdeck Concrete - Phase 4	Jacksonville, FL	Southern Road & Bridge, LLC	Jacksonville Port Authority Jose Vazquez 904-357-3055 Jose.Vazquez@jaxport.com	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	1-May	1-Nov	0%		75%
Project No. BR 2020(709) CSJ 0331-04-069	\$13,087,939.34	Bridge Repairs on PR100	Cameron County, TX	Southern Road & Bridge, LLC Project Manager: Ryan Finnie	TXDOT Carlos Ceballos, Jr. (956) 399-5102 Carlos.Ceballos@tdot.gov	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	1-Oct	1-Jul	20%		80%

COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Superintendent	Surety Company	Start Date	Finish Date	% Subcontracted
H-01007	\$3,403,302.00	Bridge Repair/Rehab	US 92Z Westbank Expressway Rehab	Jefferson Parish, LA	LADOT Corbett Holler 504-375-4210 Corbett.Holler@LA.GOV	Peter Anagnostou	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	2/1/2022	8/1/2022	10%
2019-3005-01 2020-3005-08	\$1,484,284.00	Bridge Repair/Rehab	Bridge Maintenance and Repairs	Mobile, AL	City of Mobile, AL 351-203-7700 jawa.diamonds@cityofmobile.org	Eric Angula	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	11/20/2021	3/31/2022	5%
ENR03856	\$355,400.00	Bridge Repair/Rehab	Banana River Relief Bridge Structural Repairs	Kennedy Space Center, FL	Harold Construction, Inc. (Palm Beach County) Susan Vargo 321-285-7502	George Pappas	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	10/15/2021	2/15/2022	0%
RH-21-065	\$463,975.00	Silt & Civil	Stomwater Culvert Replacement Canalway Rd. - Morris Bridge	Pasco County, FL	Pasco County Efrail Figueroa 727-894-3501 efigueroa@pasco.fl.us	Dallas Feltner	Atlantic Specialty Insurance Co Kevin Miller 330-533-1195	5/1/2022	8/1/2022	0%
21-0012	\$3,079,454.00	Bridge Repair/Rehab	Rehabilitation of Puget River Bridge	Virginia Beach, VA	City of Virginia Beach Tonya Joiner (757) 385-4439	James Carron	Franklin Mutual Insurance Company Kevin Wojniak 727-299-1603	2/1/2021	10/21/2021	30%
P12484	\$223,000.00	Tank Rehab	Rehabilitation of the Flashed WWT# 5 MG Steel Ground Storage Tank (North)	FL Lauderdale, FL	City of Fort Lauderdale	Steve Muzaleas	Franklin Mutual Insurance Company Kevin Wojniak 727-299-1603	3/22/2021	6/20/2021	5%
Contract ID: 00502 P.A. No. IM-00504(292)	\$5,387,410.35	Bridge Painting	I-5, WP 20A-45 to 210-31 SB Stillmeadow River Bridge Painting	Shoshone County	Washington State DOT (WSDOT)	Yamit Sharulla	Franklin Mutual Insurance Company Kevin Wojniak 727-299-1603	3/1/2021	10/1/2021	30%
HBWD1902	\$2,310,100.00	Tank Rehab	Rehabilitation of 1,000,000 Gallon Elevated Water Storage Tank	Bellows Road, Hampton Bays, NY Suffolk County	Town of Southampton Robert C. Michalek (631) 392-5335 rmichalek@hamptonsny.com	Mika Melillo	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	9/1/2020	5/21/2021	0%
42917	\$1,654,350.00	Bridge Painting	North Hampton Bridge Painting Project	Rockingham County, NH	New Hampshire DOT Nicki Haring (603) 255-4000 Nicki.Haring@dot.nh.gov	Manoel Triandafyllidis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	5/21/2021	11/1/2021	10%
H-011705	\$1,955,000.00	Bridge Repair/Rehab	US 11 Lake Pontchartrain Bridge Rehab Phase 2 (H&I)	Orleans Parish, LA	LADOT SUB TC American Bridge Robert E Adams III (504) 738-1393 RAdams@americanbridge.net	Chris Koukoulidis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	5/1/2020	5/1/2021	N/A
C204642	\$29,000,000.00	Bridge Preservation	Pavement Rehab & Bridge Preservation, repairs nearly 100 line miles of Interstate 40, widening and resurfacing 100 miles of Interstate 95, and resurfacing 100 miles of Interstate 75. Additional work includes bridge deck overlays, bridge deck overlays, bridge deck overlays, and more concrete repairs to the bridge's substructure	Buncombe County, NC	NC DOT William Wiedle (Asst. District Engineer) (828) 295-4000	Andy VanVeen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	6/1/2019	6/21/2021	50%
21-19-07	\$	Bridge Repair/Rehab	Bridge Maintenance Repair Project	Cystal River, FL	City of Crystal River Kevin Lameux 352-795-4216 Kevin@crystalriverfl.org	George Pappas	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	8/1/2021	10/30/2021	0%
E2232	\$	Bridge Repair	(SR 41A) Hospital Creek Bridge No 782071) Bridge repair	St. Johns County, FL	FDOT District 2 Theresa (904) 852-1859 Therawell@pinel.com	Yamit Sharulla	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	3/1/2020	5/21/2021	5%



715 Wesley Avenue
Tampa, St. Petersburg, FL 33606
Tel: (727) 940-5385
Fax: (727) 499-7158
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COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Supervisor	Survey Company	Start Date	Finish Date	% Subcontracted
ETN15	\$ 3,408,000.00	Bridge Improvements	I-275/SR65 Sunshine Skyway from Bridge No. 150189 to over Tampa Bay	Pinellas County, FL	FDOT Jonathan Gill (727) 576-5300 jonathan.gill@dot.state.fl.us	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	7/1/2020	4/21/2021	50%
20701	\$ 60,000.00	Bridge Repair/Rehab	Perform jacket installation and pumping, install a repair cage and attach zinc anodes, welding drilling and dive operations	Mobile, LA	Chisty Myers 225-387-1818 chisty@chisty-usa.com	Ryan Finke	No Bond	2/12/2021	3/12/2021	0%
EZ229	\$ 788,792.00	Bridge Painting	SR 111 (Edgewood Ave) at Norfolk & CSX RR Railway Bridge No. 720125) Bridge Painting (Bridge No. 720125)	Duval County, FL	FDOT District 2 Trey Harwell (GPR) (904) 692-1899 TreyHarwell@flhdm.com	Yanni Stamoulis	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	3/1/2021	6/21/2021	5%
C204232	\$ 3,500,000.00	Bridge Repair/Rehab	Bridge Rehab, phased rehabilitations to the three bridge decks being repaired. The bridge decks are receiving both mechanical surfacing and hydram demolition with latex modified concrete overlays. The substructures are being jacketed to repair concrete via crack injections, barbed repairs, and shotcrete. Additional pavement markings, joint reconstruction, HMO paving, and approach slab repairs	Madison & Mitchell Counties	NCDOT Cody Johnson (828) 689-9439	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	12/1/2018	1/21/2021	30%
BR-002-24(02) / 00789301	\$ 2,371,593.00	Bridge Preservation	Bridge Preservation on US 45 between US 72 & SR 2	Alcorn County, MS	MDOT Jason Plunty (601) 249-3249 jplunty@mdot.ms.gov	Yanni Stamoulis	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	5/1/2020	1/21/2021	40%
PD 16-19-009	\$ 4,297,293.00	Bridge Repair/Rehab	Box Sides Bridge Rehabilitation	Escambia County, FL	Escambia County Derek Fox (850) 565-2413 dfox@escambia.com	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	1/1/2020	2/21/2021	10%
DN02285	\$ 3,977,270.00	Concrete Precast and Concrete Bridge Deck Repairs	Concrete Pavement and Concrete Bridge Deck Repairs	Buncombe County, NC	NCDOT William Hartsfield (828) 294-0309 (Assistant Resident Engineer)	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	8/1/2019	1/21/2021	35%
SC File No. 4521260 / Proj. No. PD0312	\$ 1,045,788.00	Deck Repairs	Deck Repairs	District 4 - Chester, Fairfield, Lancaster, and York Counties, SC	SCDOT Mike Moss 803-591-8608	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	9/1/2019	1/21/2021	10%
MO05721	\$ 4,300,000.00	Bridge Repair/Rehab	Bridge Rehab, highly phased rehabilitations to the concrete bridge decks for Interstate 75 (North and South) in Kennesaw, GA. After the deck repairs are made, both bridges will receive an epoxy overlay. The interstate bridges will be jacketed and supported on existing towers, while the substructure units are replaced and the steel girders repaired. Additional pavement markings and micro concrete repairs to the bridge's substructures	Cobb County	GDOT Steve Hubbard (770) 593-3232 shubbs@dot.ga.gov	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	8/1/2018	10/21/2021	30%
C204184 WBS 16SPR1.0	\$ 6,700,338.38	Bridge Repair/Rehab	Bridge Painting and Rehab, highly phased rehabilitations to the bridge decks for Interstate 240 (East and West) in Asheville, NC. The bridge decks were rehabilitated by mechanical scarification and received a Polyester Polymer Concrete (PPC) Overlay. Additional pavement markings, modular and foam joints, nearly 2 miles of crack injections, and several thousand cubic feet of substructure repairs	Buncombe County, NC	NCDOT Tom Veery (828) 294-0300 (Assistant Resident Engineer)	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	8/1/2018	10/20/2021	35%
WN 02258.10	\$ 2,695,000.00	Bridge Painting	Bridge Painting Bernard Lown Peace Bridge	Antietam County, ME	Maine DOT David Doucette (207) 562-6301 David.Doucette@maine.gov	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	11/1/2019	10/20/20	10%
EA.97	\$ 14,630,760.75	Bridge Repair/Rehab	Bridge Repair/Rehab along SR 20/Vermont Highway, Seven Mile Bridge in Monroe County	Monroe County, FL	FDOT - District 6 Jordan Salinger (352) 916-6990	Joan Anderson	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1195	3/1/2017	12/20/20	25%

COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Supervisor	Surety Company	Start Date	Finish Date	% Subcontracted
20-006	\$ 123,760.00	Tank Painting	2019 WWTFS Storage Tank Cleaning & Painting Pasco County, FL	New Port Richey, FL	City of New Port Richey Joe Palazzolo (727) 841-6559 palazzolo@cityofnewportriches.org	Paros Aravogiou	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1197	1/1/2020	03/2020	N/A
P20-03	\$ 2,077,500.00	Tank Repair/Rehab	Water Tank Rehabilitation & Painting North East Tower	Bossier City, LA	City of Bossier City Todd Thompson (225) 202-4871 thompson@manchingroup.com	Mike Mallis	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1198	2/1/2020	06/2020	N/A
P20-02	\$ 1,993,250.00	Tank Repair/Rehab	Water Tank Rehabilitation & Painting LA 71 South Tower	Bossier City, LA	City of Bossier City Todd Thompson (225) 202-4871 thompson@manchingroup.com	Mike Mallis	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1199	2/1/2020	8/1/2020	N/A
SBR-230N0529B SBR-230N0539B	\$ 487,000.00	Bridge Repair/Rehab	Bridge Rehab SH 11 over Chickasaw River	Key County, OK	OK DOT SUP to Gibson & Associates Paul Gibson (872) 557-1199 paulg@gsaassoc.net	Edo Sanchez	N/A	9/1/2019	6/1/2020	N/A
E1501	\$ 1,316,394.00	Bridge Repair/Rehab	Structural repairs to Bridge No. 030016 (US 98 Over Kistamine River), Bridge No. 060028 (US 98 Over Lorida Creek), and Bridge No. 050032 (US 98 Over Hidolaga Canal)	Highland County, FL	FDOT - District 1 Stacy Hill (853) 471-4852 stacy.hill@fldot.state.fl.us	Ryan Finke	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1199	10/1/2019	4/1/2020	10%
1008-01-222 ETC.	\$ 3,103,080.00	Bridge Repair/Rehab	Construction of 4,459 miles of I-10 Project No. BR 1002(24) CSJ 1008-01-222	Tarrant County, TX	TxDOT Tom Wallace (817) 370-6842 tom.wallace@tdot.gov	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1199	1/1/2020	7/1/2020	20%
BR-0024-01(054)	\$ 145,626.50	Bridge Painting	Bridge Painting on SR 27 at Coghlan Creek	Coghlan County, MS	MS DOT Sub to Extrema Painting & Sandblasting Bobby Smalace (727) 612-4899	Chris Kostasoulis	N/A	3/1/2019	4/1/2019	N/A
18-15	\$ 55,000.00	Dock Expansion Jobs	Ocean Reef Expansion Jobs	Key Largo, FL	Ocean Reef Community Association Sub to General Asphalt	Jim Anderson	N/A	10/1/2019	11/1/2019	N/A
E1519	\$ 886,220.00	Bridge Rehab	Spanish River Blvd over CWW	Palm Beach County, FL	FDOT - District 4 Sub Contractor to Elite Industrial Painting Andrew Glancola (727) 940-1601 andrew@elpainting.com	Ryan Finke	N/A	5/1/2019	2/1/2020	N/A
E3552	\$ 551,235.19	Bridge Rehab	Slope Protection and Bulkhead Repairs to Bridge No 460019 (SR300US 98 over SL Andrew CWW)	Bay County, FL	FDOT - District 3 Charles Kennedy Charles.Kennedy@dot.state.fl.us 850-767-4533	Willie Shingfield	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1199	9/1/2019	1/1/2020	10%
E1866	\$ 5,193,494.00	Bridge Rehab	Structural, mechanical, and electrical repairs to Bridge No. 130057 (State Road 788 over Longboat Key Pass) in Manatee County.	Manatee County, FL	FDOT - District 1 Juan Camacho Juan.Camacho@dot.state.fl.us 847-708-4446	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1200	6/1/2019	2/1/2020	30%
19-0145	\$ 465,824.00	Bridge Rehab	Structural Repairs on Memorial Hwy over Dick Creek Bridge and Fallowy Blvd over Fanningo Canal	Hillsborough County, FL	Hillsborough ECCC David Vogel (813) 307-1792 vogel@hillsboroughcounty.org	Dallas Foster	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1201	5/1/2019	2/1/2020	0%
LaDOTD H.09461	\$ 20,464,550.00	Bridge Rehab	Bridge Painting & Rehab	Iberite and St. Martin Parish	LaDOTD Eric Dauphine (337) 282-5103 ericdauphine@la.gov	Chris Kostasoulis	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1202	3/1/2018	1/1/2020	20%
H.017766	\$ 10,351,675.90	Bridge Painting & Rehab	Bridge Painting & Rehab	Monroe, LA	LaDOTD Jim Jackson (337) 282-5177 jim.jackson@la.gov	Tom Gregory	Fidelity & Deposit Co. of Maryland Alvin Miller 339-533-1202	1/1/2018	10/1/2020	20%

COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Supervisor/Assistant	Surety Company	Start Date	Finish Date	% Subcontracted
Project No. BR-2018(165) Contract No. 2383-02-288	\$ 4,671,603.00	Bridge Rehab	Bridge Rehab of Dale Miller Bridge	Nueces County, TX	TxDOT Robert Isaac or Daina Case (351) 384-5401 Daina.Case@txdot.gov Robert.Isaac@txdot.gov	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1202	11/2020	4/15/2020	15%
Contract 199188	\$ 2,779,058.00	Cleaning and Painting	Cleaning and Painting along Interstate 90	Buckley, Lex, Ols, Stockbridge, MA	Area DOT John Phelan (413) 532-5764 john.phelan@state.ma.us	Gary Hiller	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1203	8/15/2019	1/1/2020	10%
BP-1-20	\$ 945,045.40	Bridge Painting	Bridge Painting	Menard County, WV	WPA Joshua DeVos jdevos@wpa.com 304-760-1832	Chris Kouskouts	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1203	8/1/2019	10/1/2019	20%
BP-1-19	\$ 4,594,350.00	Bridge Painting	Bridge Painting	Menard County, WV	WPA Joshua DeVos jdevos@wpa.com 304-760-1832	Chris Kouskouts	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1204	3/1/2019	10/1/2019	25%
E1746	\$ 1,579,358.44	Bridge Rehab	Full removal and replacement of the existing structural steel coating system on Maindell Beach Blvd. over the Intracoastal Waterway (ICWW) on Bridge Nos. 862619 & 862618	Broward County, FL	FDOT - District 4 Erik Shiba, P.E. 305.583.5818 EShiba@APCOTE.com	Emmanuel Triantafyllidis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1205	4/15/2019	8/15/2019	10%
E1747	\$ 874,744.51	Bridge Painting	Bridge Painting	Broward County, FL	FDOT - District 4 Erik Shiba, P.E. 305.583.5818 EShiba@APCOTE.com	Thao Mamouzelas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1206	8/1/2019	7/1/2019	10%
B185577JM	\$ 376,810.00	Bridge Rehab	Bridge Scarer Repairs, Del Prado Blvd over Mornings Canal	Lee County, FL	Lee County Aveline Cancell (239) 533-9416 Acancell@leegov.com	Jack Fulford	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1207	5/1/2019	9/1/2019	40%
SC File No. 814200 P02821	\$ 3,035,177.94	Bridge Rehab	Bridge Rehab	Fairfield, SC	SCDOT Robert Latta (803) 681-4000 (owner) (803) 681-4008 and Michael Moss (Resident Engineer)	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1208	7/1/2018	8/1/2019	30%
DB00461	\$ 1,500,000.00	Bridge Rehab	Bridge Rehab, phased repairs to the four bridge decks being repaired. The bridge decks are rehabbed by mechanical scarification and receiving a Polyester Polymer Concrete (PPC) Overlay. Additional pavement markings, joint reconstruction, HMA paving, and approach slab repairs	Pin County, NC	NCDDOT - Div 2 Sonal Lentine (Resident Engineer) (727) 432-5270 ext (727) 432-5270 ext (Asst Resident Engineer) (252) 871-1510	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1209	12/1/2018	7/1/2019	60%
CH-18-007	\$ 1,438,150.00	Cargo Pier Maintenance	Repair existing pier and adjacent pile-drum transfer platform structure by installing pile jackets with passive cathodic protection. Removing & replacing pile caps, replacing damaged piles and pile caps, and concrete repair of pile caps and pile jackets. Install concrete encasement with epoxy crack injection at crane terminal.	Port Canaveral, FL	Canaveral Port Authority Patrick Hammond 321-994-2260 phammond@portcanaveral.com	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1210	2/1/2019	5/1/2019	0%
Culvert Block Parkway Blvd. 25th N of Chesapeake Loop FBSN-1b-13	\$ 108,653.94	Silt & Chl	Culvert Repairs	Pasco County, FL	Pasco County BDCG Patricia Arnold 727-434-3504 Ext. 1615 pernd@pascoaccounty.fl.us	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1211	2/1/2019	4/1/2019	0%
Project No. 599-234 Contract No.010279	\$ 3,471,026.00	Bridge Rehab	Aesthetic Coatings Removal	Orlando, FL	Central Florida Expressway Authority Michael Maschew 407-887-1148 maschew@mflabing.com	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1212	5/1/2018	3/1/2019	15%
Lane 2 Bridge Repair - Phase 2	\$ 259,500.00	Bridge Painting and Rehab	Replacing damaged structural steel plates within the bridge	Tampa, FL	City of Tampa James King (813) 635-5416 jking@tampabayfl.gov	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1213	11/1/2018	2/1/2019	60%

COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Supervisor	Survey Company	Start Date	Finish Date	% Subcontracted
ESZ29	\$ 997,135.00	Bridge Painting & Rehab	Bridge Bascule Span Painting	Volusia, FL	FDOT District 6 Chris Briggs (386) 740-3505 ChrisBriggs@fldot.state.fl.us	Yanni Starouls	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1214	6/1/2019	1/1/2019	10%
2016.04	\$ 1,516,500.00	Bridge Painting & Rehabilitation	Cleaning and painting 53,520 SF of structural steel and metal work, and all non-primed bearing assemblies, along with all work incidental.	Portland, ME	Maine Turnpike Authority John Donnelly (207) 828-3000 jdonnelly@mta.com	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1215	9/1/2018	8/1/2018	10%
SRBP-16-14	\$ 1,499,000.00	Bridge Rehab	Bridge and Pedestrian Railing Paint Project	Wadsworth, CO	City of Wadsworth Barbara Chikley (303) 658-2522 bcikley@cityofwadsworth.us	Yanni Starouls	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1216	2/16/2018	9/1/2018	10%
ETL55	\$ 844,020.00	Bridge Rehab	Fender System Repairs	Pinellas County, FL	FDOT - District 7 Daniel White (813) 975-0000 Daniel.White@fldot.state.fl.us	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1217	10/1/2017	8/1/2018	70%
ESP35	\$ 2,284,368.80	Bridge Painting	Bridge painting and other incidental construction for SR 814 (10) over Apalachicola River, Bridge Nos. 500088 and 500087	Gadsden County, FL	FDOT - District 13 Jeff Kewling (904) 245-2927 jeff.kewling@fldot.state.fl.us	Emmanuel Thianallila	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1218	2/1/2018	8/16/2018	20%
Contract #16996 SC DOT	\$ 977,432.00	Bridge Rehab	Bridge Rehabilitation over Sawmills and Turkey Creek	Edgefield County, SC	SC DOT Tom Dean (804) 445-3411 DontTE@scdot.org	Jimmy Arnaud	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1219	10/1/2017	3/1/2018	20%
Guarino Eight Bridge Repair Project	\$ 1,352,483.50	Bridge Rehab	Bridge Rehabilitation on Palm Ave Causeway	Monroe County, FL	Monroe County, EOC Chris Briggs (352) 255-4306 Briggs-Craig@monroecounty-fl.gov	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1220	8/1/2017	1/16/2018	10%
Contract #16986 SC DOT	\$ 255,400.00	Bridge Rehab	Bridge Rehabilitation SC 9 W over SCL RR	Matheson County, SC	SC DOT AJ Beale (843) 377-4001 BealeAJ@scdot.org	Jimmy Arnaud	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1221	8/16/2017	10/1/2017	0%
ETP88	\$ 2,858,183.70	Bridge Rehab	Replacing cracks, delaminations and spalls, installing cathodic protection on piers, painting structural steel, grouting, repair deck and floor replacement of the movable bridge in Bridge No. 170197 and 170198 on SR 4 in Sarasota County.	Sarasota, FL	FDOT Jim Flax (AECOM) (913) 285-1711 Jim.Flax@aecom.com	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1222	10/1/2017	11/1/2017	10%
EQMS No. Project 88541, 7th Street Bridge Rehabilitation	\$ 6,796,100.00	Bridge Painting & Rehab	Painting of new and existing steel, undertake rust-bleed cleaning	Pittsburgh, PA	PennDOT / Allegheny County Ken Mease (724) 786-1616 K.Mease@pa.gov	Yanni Starouls	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1223	8/16/2016	11/1/2017	10%
Contract #09994 Sol Duc River	\$ 2,237,848.00	Improvement of SR 101 / US 101	Sol Duc River Bridge Bridge Painting	Clallam County, WA	WSDOT Bill Trostli (360) 855-0643 TrostdW@wsdot.wa.gov	Jason Chiramba	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1224	6/1/2017	10/1/2017	20%
Contract #W912W-16-C-0029 Paint Taster Gates at Fox Point Hurricane Barrier	\$ 2,375,000.00	Dam Painting & Rehab	Completely remove the existing paint system and all corrosion to bare steel on all surfaces of three barrier gates by abrasive blasting	Providence, RI	USACE Kevin Coleman (878) 318-0841 Kevin.P.Coleman@usace.army.mil	Chris Koussoulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1225	5/1/2017	8/1/2017	15%
17-095-217 Pinellas Park Elementary	\$ 44,676.00	Commercial	Alternative Bidding of Play Court Canopy	Pinellas County, FL	Pinellas Park School Board Wayne La Fleur (727) 547-7225 LF@wpk12.org	Pamela Avabaglou	N/A	7/1/2017	9/1/2017	0%
GEN-4578 NFR Aquatic Recreation & Aquatic Center	\$ 48,641.25	Commercial	Painting of New Port Richey Recreation & Aquatic Center	New Port Richey, FL	City of New Port Richey Chris Coleman (727) 841-4580 Bennett-C@cityofnewportrichy.org	Pamela Avabaglou	N/A	10/1/2017	12/1/2017	0%

COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Superintendent	Surety Company	Start Date	Finish Date	% Subcontracted
ER016	\$ 2,500,000.00	Bridge Painting	Bridge painting and clearing on SR 91	Miami, FL	FDOT Andrea Alexandria (787) 235-0731	John Koulianos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1225	2/17/2017	5/1/2017	0%
ER044	\$ 820,730.00	Bridge Painting & Rehab	Bridge rehab on SR 78 over the Kalamine River	Cherokee County, FL	FDOT Susan Hindman (850) 471-4855	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1225	3/1/2017	5/1/2017	35%
OKNHP4-BIP-05038 / Job Price #317000 / Call 130	\$ 202,148.00	Bridge Painting & Rehab	Cleaning and painting of existing steel structure	Casler County, OK	OK DOT 200 NE 21st Street Oklahoma City, OK 73105 Doreya Jantz (405) 423-5051	Jason Chermille	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1227	3/17/2017	4/1/2017	5%
STP-272C(09)7SS, NHPP- 272A(12)SS	\$ 555,000.00	Bridge Painting & Rehab	Cleaning, blasting and painting of N 65th East Ave over SH 11	Tulsa County, OK	OK DOT 200 NE 21st Street Oklahoma City, OK 73105 Doreya Jantz (405) 423-5051	Jason Chermille	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1228	Mar-17	4/1/2017	0%
H-10014.8 LA 1 over I-49 Bridge Rehabilitation	\$ 455,950.00	Bridge Painting & Rehab	Bridge Painting & Rehab	Rapids Parish, LA	LOOTD 1201 Capital Access Rd Baton Rouge, LA 70802 Tim Thomas (504) 632-7876 TThomas@louisiana.gov	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1229	10/16/2016	11/16/2016	0%
ER407	\$ 400,000.00	Bridge Rehab	Installation of pile jackets on a 500' bridge over the ICWW	Palm Beach County, FL	FDOT District 4 3400 W Commercial Blvd Fort Lauderdale, FL 33309 Steve Clark (954) 618-5500 SamParks@fla.gov	Christian Villegas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1230	7/1/2016	10/1/2016	10%
ESV07	\$ 3,000,000.00	Bridge Rehab	Included 15,000 SY of epoxy overlay, 250 LF of epoxy injection, 24,000 SY of masonry repair, masonry application and mauling of main 2,300' bridge over the ICWW in Cocoa Beach	Brevard County, FL	FDOT District 5 719 South Rockledge Blvd Deerfield Beach, FL 33442 Vilma Kemp (321) 834-6099 Vilma.Kemp@dot.state.fl.us	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1231	3/1/2016	11/1/2016	10%
Contract No.: D214031 / TAS 15- 359P	\$ 5,659,649.00	Bridge Rehab	Abusive blasting and painting of 19 bridges over 130 mile stretch of IVSTW	Ondaga, Madison, Dorchester, Carya, Seneca, & Oneida Counties	New York State Thruway Authority John Riley (518) 837-5200 JRiley@statethruway.ny.gov	Yanni Koulianos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1232	4/1/2016	10/1/2016	10%
ER142	\$ 762,045.00	Bridge Rehab	Repaving, cleaning and painting of a 2,200' LF bridge over the ICWW	Bay County / Panama City, FL	FDOT District 3 50 East Rockledge Blvd Deerfield Beach, FL 33442 Charles Kennedy (850) 330-1230 Charles.Kennedy@dot.state.fl.us	Alvin Garcia	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1233	7/1/2016	8/1/2016	0%
WNS 018745.00, 02598.00, 022851.00, 02354.00 - Bridge Painting	\$ 1,975,340.00	Bridge Rehab	Abusive blasting and painting of 7 bridges along with 10,000 LBS of structural steel repair and necessary traffic control	Portland, ME	Maine DOT 24 Child St. Augusta, ME 04330 John Doughty (207) 624-3000 jdoughty@mta.com	Carlos Cevallos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1234	7/16/2016	11/1/2016	10%
Project #507552 (District 3) Cleaning and Painting of 5 Bridges	\$ 1,650,000.00	Bridge Rehab	Abusive blasting and painting of 5 bridges over I-495	Wrentham, MA	MASSDOT 10 Park Plaza, Suite 3520 Boston, MA 02126 Charles Cevallos (617) 388-8500	Carlos Cevallos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1235	9/1/2015	7/1/2016	10%

COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Superintendent	Surety Company	Start Date	Finish Date	% Subcontracted
I-10 Overpass Bridges: Cleaning, Painting, and Repairs Calcasieu, Jefferson Davis, and Acadia Parishes State Project No. HJ00319	\$ 2,200,000.00	Bridge Rehab	Abusive blasting & painting of 12 bridges, structural steel repair, concrete repairs including deck benches	Calcasieu, Jefferson Davis, and Acadia Parishes	LADOTD 1201 Capitol Access Rd Baton Rouge, LA 70802 Brent Bibe (337) 354-4635 Brent.Bibe@la.gov	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller (301) 533-1235	3/1/2016	8/1/2016	10%
CR400 Rock Bluff Bridge over Savannah River	\$ 1,226,992.04	Bridge Rehab	Installation of 11 tie backs, structural steel repair, joint replacement, spill repair and abrasive blasting and painting of a 600' bridge over the Savannah River	Gilchrist County, FL	Gilchrist County Board of County Commissioners 209 SE 1st St. Trenton, FL 32093 Darryl J. Staudt (904) 290-4477 DStaudt@fla.gov	Carlos Cevallos	Fidelity & Deposit Co. of Maryland Alvin Miller (301) 533-1235	1/1/2016	8/1/2016	5%
I-10 & I-40 Bridge Deck Painting, Grout Patching & Misc. Repairs	\$ 7,200,000.00	Bridge Rehab	30,000 CF of deck patching, 17,000 LF of deck joint repairs, hydro demolition and abrasive blasting and painting of bridges on a 10 mile section of the Bonnet Carré Spillway Bridge	Ouachita Parish, St. John the Baptist Parish & St. Charles Parish	LADOTD 1201 Capitol Access Rd Baton Rouge, LA 70802 Darryl J. Staudt (337) 357-5211 Darryl.Staudt@la.gov	Alvinad Garcia, Terry Arriaga & Richard Sisco	Fidelity & Deposit Co. of Maryland Alvin Miller (301) 533-1235	3/1/2015	12/1/2015	10%
Dutchess County, New York	\$ 1,300,000.00	Bridge Rehab	Cleaning and painting of 9 bridges	Various locations throughout Dutchess County	Dutchess County 626 Dutchess Turnpike Poughkeepsie, NY 12603 Greg Banley (845) 485-5234 Gbanley@dutchessny.gov	Carlos Cevallos	Zurich American Insurance Company Alvin Miller (330) 533-1203	7/1/2015	10/1/2015	5%
Regene County Bridge Repairs	\$ 475,300.00	Bridge Rehab	Cleaning and painting of 3 bridges	Regene County / Over Co FARMERS RR and over Earl Cr C/FW, 1.3 MI N of 44	ODOT 200 NE 21st Street Oklahoma City, OK 73105 Dwayne Janis (918) 445-5384	Lucas Pappas	Zurich American Insurance Company Alvin Miller (330) 533-1203	7/1/2015	8/1/2015	0%
I-75 Widening	\$ 888,000.00	Bridge Rehab	Repining and painting of 6,000 LF bridge over the ICWW	Ford Myers, FL	FDOT District 1 601 N. Broadway Ave. Bartow, Florida 33830-3809 Khalida de Moya (339) 872-0283 Khalida.Lemmy@floridodot.com	Alvinad Garcia	Zurich American Insurance Company Alvin Miller (330) 533-1204	2/1/2015	3/1/2015	0%
Treasure Island Escalera Bridge Rehab	\$ 666,655.00	Bridge Rehab	Bridge coating and sealing, bascule span bridge repair, concrete spill repairs on a 1,617' bridge over the ICWW	Treasure Island, FL	City of Treasure Island, FL 120 10th Ave. Treasure Island, FL 33706 Alvinad Garcia (813) 259-2443	Carlos Cevallos	Zurich American Insurance Company Alvin Miller (330) 533-1205	12/1/2014	3/1/2015	0%
ODOT-NRPPY-46-3(082)(089) Custer County	\$ 300,000.00	Bridge Rehab	Alternative blasting and painting of two bridges	Custer County / 140' From mile marker 75.6 to 83.9 & Washington St. Over I-40	ODOT 210 NE 21st Street Oklahoma City, OK 73105 Bob Lumen (405) 947-5089	Alvinad Garcia	Nelson, Wolowitz, New & Associates Kevin Wolowitz (813) 380-4711	11/14/2014	12/1/2014	0%
White Road (Rt. No. 524015)	\$ 351,198.00	Bridge Construction	Remove existing bridge and replace with a new box culvert bridge. Work included paving & striping	Holmes County, FL	FDOT District 3 90 East Chipley Florida 32428 Kevin Wolowitz (850) 835-5720	Dallas Fether	Nelson, Wolowitz, New & Associates Kevin Wolowitz (813) 380-4711	5/1/2014	9/1/2014	20%
MOOT Maintenance Painting of Bridges	\$ 425,100.00	Bridge Rehab	Alternative blasting and painting of a 600' bridge over a river	Madison County, MS	MOOT 401 North West St. Jackson, MS 39201 B.W. Williams (601) 359-7700	Alvinad Garcia	Nelson, Wolowitz, New & Associates Kevin Wolowitz (813) 380-4711	10/14/2014	11/1/2014	0%



715 Wesley Avenue
Tampa Springs, FL 33589
Tel: (727) 499-7165
Fax: (727) 499-7166
www.southernrb.com

COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Supervising	Survey Company	Start Date	Finish Date	% Substantiated
Chalcoosa & Chickamauga Railway Co Bridge Paint Restoration	\$ 370,226.00	Bridge Rehab	Painting of a RR bridge	Tion, GA	Georgia Department of Transportation & COXT Railway Co Jacksonville, FL 32224 Chris Frank (904) 314-4307	Avinad Garcia	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	9/1/2014	9/1/2014	0%
Bridge Painting Wierlowe Bridge S331-19-11.09.00	\$ 1,146,000.00	Bridge Rehab	Blasting, painting, concrete repair on a 1,007' bridge over the Monongahela River	Morgantown, WV	WV DOT 1600 Kanawha Blvd Charleston, WV 25305 Sam Peters (304) 342-1626	Avinad Garcia	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	6/1/2014	9/1/2014	5%
Bridge Painting & Repair on Saco River Overpass 2074J01	\$ 1,291,605.00	Bridge Rehab	Righting, cantilevering and painting 1,200' of bridge on I-95 in Saco, Maine. Also included 2,500 LBS of reinforcing steel, installation of steel deck, 10,000 SF of asphalt repairs and cleaning and painting	Saco, ME	Maine Turnpike Authority 280 Congress Street Portland, ME 04102 Scott Mancini (207) 851-5817 SWEARCO@maineturnpike.com	Avinad Garcia	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	4/1/2014	6/1/2014	10%
Fla Proj No. 427153-2-92-01, # 17321, Hernando County	\$ 464,335.00	Bridge Rehab	Work included installing two arch walls, installation of 150 CY of Class IV concrete, 7,000 LBS of reinforcing steel, installation of steel deck, 10,000 SF of asphalt repairs and cleaning and painting	Brooksville, FL	FDOT 605 Swann St Tallahassee, FL 32399 William Smith (904) 846-2601	Lucas Pappas	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	7/1/2013	3/1/2014	10%
Rogers County STP-NEIP (453), JF #2022(04)	\$ 1,097,283.00	Bridge Rehab	Righting, blasting and painting along with 1,000 LBS of structural steel repair on a 1,007' thru bus bridge over Bird Creek	Regent County / SH-66 / Over Bird Creek, 3.88 Miles North of 1-44	ODOT 200 NE 21st Street Oklahoma City, OK 73105 Matt Mehlert (813) 293-3399 Matt.Mehlert@dot.state.ok.us	Lucas Pappas	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	11/3/2013	1/1/2014	5%
PNOC Exterior Painting	\$ 6,650.00	Commercial	Painting a commercial building	Port Richey, FL	City of New Port Richey 5301 Main Street New Port Richey, FL 34652 (727) 853-1016	Lucas Pappas	NA	2/1/2015	3/1/2015	0%
13-110-10 / Painting of Ensign Ryker Dam at Lake Toxapetree	\$ 655,684.00	Dam Rehab	Structural steel repair, concrete repair and blasting and painting of twin dam gates	Bibb County, GA	Bibb County, Georgia P.O. Box 4708 Macon, GA 31208 David Fenton (478) 621-6860	Lucas Pappas	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	4/1/2013	8/1/2013	5%
Emergency Manhole Repairs # 3030005, #3160005, #3330005	\$ 64,202.00	Site & Civil	Manhole Repairs	Orlando, FL	Orange County Florida 8100 Flanders Dr Ste. D Orlando, FL 32839 Rick Kerp (407) 764-3112	Terry Andrews	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	6/1/2014	9/1/2014	0%
ESUB	\$ 449,134.60	Site & Civil	Structural Repairs	Volusia, FL	FDOT District 5 719 South Woodland Blvd Orlando, Florida 32729 Allen Hyman (407) 943-3000	Dallas Forner	Zurich American Insurance American Insurance Allen Miller (330) 533-1025	6/1/2016	9/1/2016	10%
Pipe Replacement Project Bid No. JF9-OL-10-015	\$ 523,540.00	Site & Civil	Replacing of several drainage structures	Pasco County, FL	Pasco County Purchasing Department 800 S. G Street New Port Richey, FL 34654 (727) 841-3194	Dallas Forner	Zurich American Insurance American Insurance Allen Miller (330) 533-1025	6/1/2014	9/1/2014	15%
130022-2-J1 WWPJ Inland Structure Repairs	\$ 435,638.00	Site & Civil	Concrete repairs and pipe installation	Tampa Springs, FL	City of Tampa Springs Purchasing Department 3411 W. Main Street Tampa Springs, FL 34689 Rob Macintosh (727) 942-5618	Terry Andrews	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4711	10/1/2013	6/1/2014	20%
Bidding Blvd Drainage Improvements / JF9-OL-15-213	\$ 229,095.00	Site & Civil	Replacing of several drainage structures	Wesley Chapel, FL	Pasco County BOCC 8919 Government Dr. New Port Richey, FL 34654 Rob Macintosh (727) 934-3804	Dallas Forner	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 390-4712	1/1/2014	4/1/2014	10%



715 Wesley Avenue
Tampa, Florida 33609
Tel: (727) 940-5395
Fax: (727) 499-7158
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COMPLETED WORK

Project Name	Contract AMT	Category	Description	Location	Owner	Superintendent	Surety Company	Start Date	Finish Date	% Subcontracted
Main Street Landing (Sketchscape)	\$ 278,227.00	Site & Civil	Sidewalk and drainage repairs and replacement	New Port Richey, Florida	City of New Port Richey 8315 Main Street New Port Richey, FL 34652 Gary Peterson (727) 816-1973	Dallas Fortner	Nelson, Wojcik, Neu & Associates Kevin Wojcik (813) 386-4713	9/1/2013	11/2014	20%



Public Works



8.5.2025

John Taylor
Project Coordinator
Pinellas County Public Works ▪ Transportation Division ▪ Roadway and Bridge Section
727-464-8824
jtaylor3@pinellas.gov

To Whom It May Concern:

I am pleased to write this letter of reference on behalf of **Southern Road and Bridge** who has provided reliable and high-quality bridge and box culvert repair and maintenance services for Pinellas County Public Works over the last 24 months.

During this tenure Southern Road and Bridge has consistently demonstrated professionalism, technical expertise, and a strong commitment to both safety and overall project quality. Their team has successfully completed a wide range of maintenance and repair projects of differing sizes and scopes. These projects have included:

- **Spall Repairs** on bridge decks, substructures, and box culverts to restore structure integrity and prolong life.
- **Crack Injection** using appropriate materials and methods to seal and stabilize concrete members.
- **Channel Excavation** to restore and enhance drainage paths beneath bridge structures, ensuring proper flow and minimizing flood risk.
- **Undermined Embankment Repairs** involving stabilization techniques to restore roadway support and prevent future erosion.
- **Tree Trimming and Removal** to improve visibility, maintain clear zones, and protect bridge and box culvert structures from encroaching vegetation.
- **Painting** to protect bridge and box culvert structures and restore aesthetic appearance.
- **Other tasks** have included pipe repair, scupper cleaning, expansion joint replacement, pressure washing, handrail repair, and fender system repair.

Each project has been completed in a timely manner and in accordance with all applicable specifications and regulations. In addition, Southern Road and Bridge has demonstrated adaptability in the field, responding effectively to unforeseen conditions while maintaining clear communication with us.

Based on their performance and my experience with them, I would recommend Southern Road and Bridge for any agency or municipality in need of a capable and dependable contractor for bridge and box culvert related maintenance and repair work. Should you have any questions or require further information please feel free to contact me.

Sincerely,

John Taylor

22211 U.S. Highway 19 North, Building 1
Clearwater, FL 33765
Phone (727) 464-8900
V/TDD (727) 464-4062
Pinellas.gov



3549 SW Corporate Parkway
Palm City, FL 34990

February 24, 2025

SUBJECT: Financial Project ID: 442622-9-52-01

Contract Number: E8U06

Project Description: Rehabilitation of Aging Pre-stressed Concrete Piles

County: Turnpike Various Bridge Locations (MP 142.2 to 192.4)

To Whom it may concern,

Consort Engineers had the experience of working with Southern Road and Bridge on the above referenced project. Consort Engineers was the owners representative and Southern R&B was the contractor. As owners representative, we were responsible for all verification testing, contract administration, monthly payments, RFIs, shop drawings, and overseeing day to day construction.

During the life of the project, we had challenges with permitting and design that we were able to work through and find a solution without affecting the delivery of the project. Working with Ryan Finnie, it was easy to find amenable solutions that were right for the project and the contractor. In addition, Southern R&B had to work out agreements for access to the project site with the City of Port St. Lucie, a third party to the project. During this process they were professional, cooperative, and worked with the City to find a great solution. Southern R&B performed quality work and was willing to work with our staff and the team. The project was completed within contract time and under budget. It was a pleasure working with Ryan Finnie and his team. I would recommend Southern R&B for future project of similar scope and size.

If you have any questions or need additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Randy Scott, P.E.

Vice President

Consort Engineers, LLC

Phone Number 772-475-9680 | rscott@consoreng.com

Encl: Fee Proposal



**Washington State
Department of Transportation**

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 20, 2025

Contract Number: XE3434
Financial Project Number: NHPP-0395(122)
Benton and Franklin Counties, Washington
Pioneer Memorial Bridge - Bridge Painting Stage 2 Project

Subject: Letter of Recommendation

Dear Mr. Pappas,

As you are aware, Southern Road & Bridge recently completed the Pioneer Memorial Bridge - Bridge Painting Stage 2 Project located in US 395 between MP 18.59 and MP 19.07 between Kennewick and Pasco, Washington. The project's scope included cleaning of the existing approaches and super structure's structural steel via dry abrasive blasting and painting using a new three-part application system. This project introduced a containment system which was new to the WSDOT Southcentral Region which led to long review times which used close to one third of the allowed contract time. However, despite the review and approval time that was used, Southern Road & Bridge, along with Extreme Sandblasting and Painting and other subcontractors, demonstrated a remarkable ability to execute this bridge coating project on time, within budget, and to the client's satisfaction.

This letter of recommendation acknowledges Southern Road & Bridge's expertise, attention to detail, and project commitment in delivering a high-quality product on a project with a high degree of complexity. Our office has had the pleasure of working closely with you and your team at Southern Road and Bridge for the past eighteen months. During this time, we were able to witness your team's professionalism and commitment to excellence. The team members that helped successfully deliver the Pioneer Memorial Bridge - Bridge Painting Stage 2 Project besides yourself, included Pete Pantelis, Tanya Pilarinos, John Koulianos, Mahmoud Rafraf and the other project personnel who spent their weeks on this project.

In summary, our office has high confidence in Southern Road and Bridge's ability to successfully undertake and complete bridge coating projects of increasing scale or complexity and believes your company would be an excellent choice for any future client's needs.

Respectfully,

Hector Mendez
Washington State Department of Transportation
Transportation Engineer 3
Project Manager



CEI Project Certification

February 18, 2025

Mr. Lucas Pappas

Managing Manager

Southern Road & Bridge

2997 Alt. 19, Suite B

Palm Harbor, Florida 34683

RE: Contract Number: ITB-23-13739-PC
Osceola County Public Works Osceola County, Florida
Old Lake Wilson Rd. Bridge #924147
Subject: Letter of Recommendation

Dear Mr. Pappas,

I am writing to formally recognize the excellent work Southern Road & Bridge performed on the maintenance repairs for the Old Lake Wilson Rd. Bridge #924147. As you are aware, this project involved a variety of tasks, including the replacement of expansion joint seals, repair of minor spalling, replacement of guardrails, vegetation removal, installation of reflectors and barrier delineators, slope protection, and the placement of rubble riprap. Additionally, construction activities included mobilization, maintenance of traffic, sediment barriers, clearing and grubbing, removal of existing guardrails, and minor earthwork.

Moreover, Southern Road & Bridge demonstrated exceptional responsiveness when undertaking emergency repairs to the roadway caused by settlement. The road had to be closed, and traffic diverted to other major highways. Thanks to your team's prompt action and close coordination with the Construction Engineering Inspection firm and the county, the road was fully repaired in approximately 36 hours. This quick response prevented what could have been a catastrophic failure of the roadway.

Southern Road & Bridge's performance on the Old Lake Wilson Rd. Bridge project was exemplary. The project was completed on time, within budget, and to the satisfaction of the client, highlighting your team's expertise, attention to detail, and strong commitment to quality.

Over the past 11 months, we have had the pleasure of working closely with you and your team. Throughout this time, we have observed your professionalism and dedication to excellence. In addition to yourself, we would like to acknowledge the contributions of Dallas Fortner, Tanya Pilarinos, Jason Latinka, and the other members of your team who dedicated weekends and late nights to ensuring the project's success.

In conclusion, we have full confidence in Southern Road & Bridge's ability to successfully manage and complete bridge maintenance projects of increasing scale and complexity. We believe your company would be an outstanding choice for any future projects and clients.

By submitting this letter, CONSOR Engineers LLC certifies that, based on our review of the provided information, this project was executed in reasonable conformance with the contract documents.



If you have any questions or require further clarification, please feel free to contact me.

Sincerely,

Consort Engineers, LLC

M. Allen Gault, Jr., CS Senior Project Administrator

(407)460-9322 agault@consoreng.com



October 16, 2023

Mr. Lucas Pappas
President, Managing Manager
Southern Road & Bridge
715 Wesley Avenue
Tarpon Springs, Florida 34689

Contract Number: BED60
Financial Project Number: 436436-1-52-13
Seminole and Volusia Counties, Florida
Lake Monroe Drawbridge Painting Project
Subject: Letter of Recommendation
Letter No. 018.01

Dear Mr. Pappas,

As you are aware, Southern Road & Bridge recently completed the Central Florida Rail Corridor (CFRC) Lake Monroe Drawbridge Painting Project located at MP 763.1 over the St. John's River near Sanford, Florida. The project's scope included cleaning of the existing structural steel via dry abrasive blasting and painting using a new three-part application system for the 113 feet bascule lift span. This work was conducted within the SunRail railroad corridor and over a navigable waterway which presented numerous challenges and limited work windows to your project team. However, despite the rail and marine traffic constraints, Southern Road & Bridge demonstrated a remarkable ability to execute this bridge coating project on time, within budget, and to the client's satisfaction.

This letter of recommendation acknowledges Southern Road & Bridge's expertise, attention to detail, and project commitment in delivering a high-quality product on a project with a high degree of complexity including CFRC railroad and lift span operational constraints. Our office has had the pleasure of working closely with you and your team at Southern Road and Bridge for the past fourteen months. During this time, we were able to witness your team's professionalism and commitment to excellence. The team members that helped successfully deliver the Lake Monroe Drawbridge Painting Project besides yourself, included George Pappas, Tanya Pilarinos, Manoli Triantafillos, Jason Colahan and the other project personnel who spent their weekends including nights on this project.

In summary, our office has high confidence in Southern Road and Bridge's ability to successfully undertake and complete bridge coating projects of increasing scale or complexity and believes your company would be an excellent choice for any future client's needs.

If you should have any questions, please feel free to contact our office.

Best regards,

Trent L Carmichael

Digitally signed by Trent L. Carmichael
DN: CN=Trent L. Carmichael,
dnQualifier=AD1410C00000187FCE612EA000D55BE,
O=HNTB Corporation, C=US
Date: 2023.10.16 15:00:31-04'00'

Trent L. Carmichael, P.E.
Senior Project Engineer
HNTB Corporation

Cc: Marc Gregory, HNTB
Project file

MARLIN

Date: November 19, 2024

To: Southern Road and Bridge (SRB)
Attn: Manolis Triantafillos, Superintendent
715 Wesley Ave
Tarpon Springs, FL 34689

Re: 13 Tri-Rail Pedestrian Bridges Rehabilitation Project

To Whom it May Concern,

My name is Aysel Freda, P.E., and I served as the Construction Project Manager for the South Florida Regional Transportation Authority's (SFRTA) Pedestrian Bridges Rehabilitation Project from October 2024 to September 2025.

I am writing to endorse Southern Road and Bridge (SRB), with Manolis Triantafillos as the on-site Superintendent, who was responsible for the painting and rehabilitation of 13 Tri-Rail station pedestrian bridges. Throughout the project, Manolis exhibited exceptional professionalism, expertise, and attention to detail. The team demonstrated a thorough understanding of the specific requirements and challenges associated with working on pedestrian bridges located above active train rails, including the need for durability, safety, and aesthetic appeal.

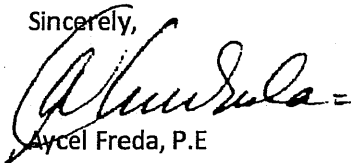
The project is ongoing; however, four of the pedestrian bridges have been completed, with repairs and painting finished. The results are visually impressive and constructed to withstand the elements for many years. Manolis worked closely with our project management team, providing consistent updates and addressing any concerns promptly and effectively.

In addition to their technical skills, the team exhibited a strong commitment to safety and compliance with all relevant regulations. The work environment was organized and efficient, causing minimal disruption to the surrounding area and pedestrian traffic.

I am confident that SRB, led by Manolis, would be an excellent choice for any future painting and rehabilitation projects. I highly recommend their services and look forward to the opportunity to collaborate with them on future endeavors.

Please feel free to contact me at afreda@marlinengineering.com if you need any further information.

Sincerely,



Aysel Freda, P.E.
Project Manager

Mark James McCombs, P.E.

453 SW 28th Ave
Delray Beach, FL 33445

To whom it may concern,

I had the pleasure of working with Southern Road and Bridge (SRB) and Manolis Triantafillos on the rehabilitation project for SFRTA in Palm Beach, Broward and Miami-Dade Counties. The project entailed the blasting, repair and recoating of 13 tubular steel pedestrian bridges. During our time together, I worked directly with Mr. Triantafillos. He was helpful and cooperative at all times. His knowledge, along with his integrity were second to none.

Mr. Triantafillos worked efficiently while providing a product that exceeded expectations. He was very proactive, identifying potential issues before they happened. Mr. Triantafillos always had a solution to present any time he identified the potential issue. His actions often saved time and cost for both his employer and his customer/client.

The most important virtue that SRB and Mr. Triantafillos bring to the table is the pride they take in providing an exceptional product to their clients. I would not hesitate to work with Mr. Triantafillos and SRB again and extend my strongest recommendation for anybody considering securing their services.

Please feel free to contact me if you have any questions with regard to Mr. Triantafillos or SRB.

Sincerely,



Mark (Jim) McCombs, P.E.

jim.mccpombs6@gmail.com
(941) 815-3588

City of New Port Richey

'The Gateway To Tropical Florida'

5919 Main Street, New Port Richey, Florida 34652

To Whom It May Concern,

I am writing to recommend the construction services of Southern Road and Bridge, LLC. Their knowledge and attention to detail were outstanding. They worked on several tanks, pipes and buildings and was completed on time. I am confident in my recommendation of Southern Road and Bridge, LLC for any type of Painting & Rehabilitation Project. Additionally, their Administrative Staff was easy to work with, and Safety was never an issue,

Thank You

Joe Palazzolo
Chief Operator
City of New Port Richey, WWTP
727/841/4569
1/22/21

A handwritten signature in cursive script, reading "Joe Palazzolo", is written over a horizontal line.



January 19, 2021

Subject: Water Tank Rehabilitation and Painting NE Tower/ Water Tank Rehabilitation
and Painting LA 71 South
Project # P20-03 & P20-02
Manchac Project # 1002.605

To Whom It May Concern,

I am writing to recommend the construction services of Southern Road and Bridge, LLC whom which I worked with on the subject projects. Their knowledge and attention to detail were outstanding. Both project were completed within the duration set forth in the specifications.

I feel confident in recommending Southern Road and Bridge, LLC for any type of Painting & Rehabilitation Project. Additionally their Administrative Staff was not only thorough, but also easy to work with, and always willing to take the time to discuss my concerns or respond to any questions that came about on both projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Thompson II". The signature is fluid and cursive, with a large initial "T" and "S" for the last name.

Todd Thompson
Manchac Consulting Group, Inc.



8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172



08/19/2019

Mr. Emmanuel Triantafilos
Southern Road and Bridge
715 Wesley Avenue,
Tarpon Springs, Florida 34689

Dear Mr. Triantafilos,

It is my pleasure to provide this personal letter of recommendation for you, based on my experience serving as Consultant Project Engineer for the Construction Engineering and Inspection (CEI) team for the following project in which you were the Construction Project Manager / Superintendent:

- FDOT District 4 Bridge Painting of SR-858, which involved full removal and replacement of the structural steel coating system of the SR-858/Hallandale Beach Blvd Bascule Bridge over the Intracoastal Waterway, including movable bridge preventive maintenance and routine repair, adjusting movable bridge counterweight, and providing movable bridge operator (Approximate Cost: \$1.5M)

Under your leadership, your staff provided an excellent quality bridge paint job, prepared safe containment, and complied with environmental requirements. Your exceptional cooperation and communication with our inspection staff as well as the public information officer assigned to the project are also very much appreciated. You provided all submittals in a timely manner, including pre-construction submittals, project schedules, and invoicing backup documentation. The final Contractor Past Performance Rating (CPPR) was a perfect score of 98.

The Hallandale Beach Blvd project was successfully completed in 144 days, when the allowed contract time was 291 days, 1/2 of the allowed time.

If you have any questions, please feel free to contact me at (305) 283-9816.

Sincerely,

Erik Sibila

Digitally signed by Erik Sibila
DN: c=US, o=A&P CONSULTING
TRANSPORTATION ENGINEERS CORP,
ou=A01427D000001695D441D68000
00538, cn=Erik S Sibila
Date: 2019.08.19 13:34:16 -0400

Erik Sibila, PE, CGC, MSCE
CEI Project Engineer



6935 N.W. 35th Lane, Suite 200
Doral, Florida 33172



07/16/2019

Mr. Lucas Pappas
Southern Road and Bridge
715 Wesley Avenue,
Tarpon Springs, Florida 34689

Dear Mr. Pappas,

It has been a pleasure to serve as a Consultant Project Engineer for the Construction Engineering and Inspection (CEI) team for the following project performed by Southern Road and Bridge for FDOT District 4 in Broward County:

- Bridge Painting of SR-838 Sunrise Blvd over SR-441, which involved pressure cleaning and painting of two steel bridges as well as applying Class 5 concrete coating to abutments, piers, and concrete barrier walls (Approximate Cost: \$874,000)

Your entire staff from top down provided an excellent quality bridge paint job, prepared safe containment, complied with environmental requirements, and cooperated and communicated with our inspection staff as well as the public information officer assigned to the project. Your office personnel provided all submittals in a timely manner, including pre-construction submittals, project schedules, and invoicing backup documentation. The final Contractor Past Performance Rating (CPPR) was a perfect score of 98.

The Sunrise Blvd project was successfully completed in 85 days, when the allowed contract time was 262 days, 1/3 of the allowed time.

If you have any questions, please feel free to contact me at (305) 283-9816.

Sincerely,

Erik
Sibila

Digitally signed by Erik Sibila
DN: c=US, o=A&P CONSULTING
TRANSPORTATION ENGINEERS
CORP,
ou=AD1427D0B0331695D441B33
00000536, cn=Erik Sibila
Date: 2019.07.16 12:30:52 -04'00'

Erik Sibila, PE, CGC, MSCE
CEI Project Engineer

July 15, 2019

George Pappas
715 Wesley Avenue
Tarpon Springs, Florida 34689

ATTN: Mr. George Pappas
Field Superintendent

RE: Project: SR 408 Aesthetic Coatings Renewal
Project No.: 599-734
Contract No.: 001279
Contractor: Southern Road and Bridge,
O/G No.: 024
Mehta Reference Letter

Dear Mr. Pappas,

This reference letter is to acknowledge our appreciation with Southern Road and Bridge's excellent work in completing the subject coatings renewal project on time and under budget. This project was challenging as the cleaning and coating work was going on concurrent with other Central Florida Expressway Authority (CFX) work within the project limits of the coating project. Southern Road and Bridge was very cooperative working with our Mehta CEI team and the other active concurrent project teams and with coordination of vegetation removal with the owner CFX maintenance division.

The tell tail sign of an excellent quality project is when we get to the semi-final inspection and all work is found to be acceptable, by all, with no deficiency list items and the semi-final inspection becomes the final inspection and the project is ready to be recommended for final acceptance to the owner, which was the case with this project. Great Job!!

We look forward to working with Southern Road and Bridge on similar future CFX projects.

Sincerely,



Michael Schawe
Project Administrator | Mehta and Associates, Inc.
One Purlieu Place, Suite 100, Winter Park, FL 32792
Office (407) 657-6662 | Cell (407) 687-8148
mschawe@mehtaeng.com

MEHTA

cc:

Mike Schawe, P.A. MEHTA
Andrew Bailey, P.E. MEHTA
Lucas Pappas, SRB
Paul Vinik, P.E. GPI
Files : O/G 024, 301



Florida Department of Transportation

**RON DESANTIS
GOVERNOR**

Panama City Operations
3633 W. Highway 390
Panama City, FL 32405

**KEVIN J. THIBAUT, P.E.
SECRETARY**

DATE: 01/23/2020

To Whom it may concern:

Please find this letter of recommendation for Southern Roads and Bridge an A+ for upcoming projects that they propose an interest in. Their quality of work was top of the line and as well as the important documents sent in from the main office (correct and on time). This is the second project that I have had with Southern Roads and Bridge and both has turned out excellent.

- 1.) The painting of West Bay Bridge over the Intercoastal waterway (Bay County, Fl.).
- 2.) Dupont Bridge abutment repair after Hurricane Michael (Bay County, Fl.)

I would highly recommend Southern Roads and Bridge for any future projects.

Charles E. Kennedy – FDOT Project Manager/Project Oversight

Charles E Kennedy

Digitally signed by Charles E
Kennedy
Date: 2020.01.23 06:03:51 -06'00'



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Heartland Operations Center

KEVIN J. THIBAUT, P.E.
SECRETARY

Arcadia Office
1190 W Oak Street
Arcadia, Florida 34266

Labelle Office
880 W Cowboy Way
Labelle, Florida 33935

Sebring Office
4722 Kenilworth Boulevard
Sebring, Florida 33870

May 24, 2021

Southern Road & Bridge
715 Wesley Avenue
Tarpon Springs, FL 34689

RE: Reference

To Whom It May Concern:

The above referenced company did complete the Highlands County Structures Repairs at US 98 over Kissimmee River, US 98 over Lorida Creek and US 98 over Istokpoga Canal.

The Contractor performed the work as set forth in the plans. The project materials were certified and accepted. Southern Road & Bridge had the equipment necessary to complete the project. The project was completed on time and within budget.

Sincerely,
**Stacy S
Hill**

Digitally signed by
Stacy S Hill
Date: 2021.05.24
09:28:41 -04'00'

Stacy Hill
Construction Project Manager

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



Office of Operations/District 05
PO Box 4068 | Monroe, LA 71211-4068
8010 DeSiard Street | Monroe, LA 71203
ph: 318-342-0147 | fx: 318-342-0264

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

Letter of Reference

To whom it may concern,

I am writing to provide a letter of reference for Southern Road & Bridge for Louisiana State Project H.011766.6. This project consisted of the rehabilitation of thirteen bridge structures over I-20 in Lincoln, Ouachita, Richland, and Madison Parishes.

The rehabilitation consisted of two structures having a latex modified concrete overlay installed, ten structures having the existing steel girders cleaned and painted, three structures having CFRP repairs made to prestressed precast concrete girders, and various concrete repairs to the substructures and superstructures and bearing replacements on all thirteen structures.

Southern Road & Bridge began the project in December 2017 and completed the project in November 2020 on schedule. Southern Road & Bridge also adhered to all Louisiana Department of Transportation and Development (LADOTD) contract specifications, DEQ specifications, and Federal Highway Administration (FHWA) specifications throughout the project.



Matt Jantz, PE
Project Engineer

July 7, 2023

Southern Road & Bridge, LLC
40715 Wesley Avenue
Tarpon Springs, FL 34689

Re: Letter of Recommendation for Specialty Bridge Work Performed

Dear Sir or Madam:

Michael Baker International served as Engineer of Record on a bridge repair and maintenance project for the City of Mobile. Southern Road and Bridge, LLC successfully and satisfactorily completed the following project(s) for the City:

Project(s): **SITE 1 – Pedestrian Bridge over Water Street (BIN No. 017197) and
SITE 2 - Beauregard Street / Robert M. Hope Overpass Over CSXT
(BIN 014005) Overhead Bridge Repair, Cleaning, and Painting
(City Project Nos. 2019-3005-01 / 2020-3005-06)**

Client / Owner: **City of Mobile, Alabama**

Contract Amount: **\$1,099,040.00 Total (\$410,834.00 for Site 1 / \$1,049,502.45 for Site 2)**

Contract Term: **120 Working Days Allowed (for total contract)**

Notice to Proceed: **October 22, 2020**

Completion Date: **August 23, 2022**

Contractor's scope of work included:

**Repair of Steel Components and Cleaning, Sandblasting and
Repainting Steel and Concrete Components**

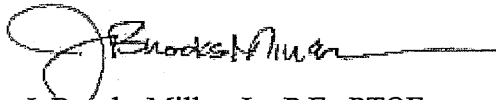
This contract included (2) separate project sites in the downtown business district of Mobile, but Michael Baker was only responsible for overseeing construction operations for Site 2. Although there were delays in the project, they were no fault of the Contractor. CSX permitting and flagger requirements, along with the high volume of train traffic, significantly slowed the progress of work. However, Southern Road & Bridge completed all work on Site 2 within 52 working days.

The Contractor was excellent to work with on this project. Their staff was professional, knowledgeable, and responsive. They provided sufficient staff to perform the work efficiently,

effectively, and in a timely manner. Additionally, the Contractor was accommodating to both the City's special scheduling needs, such as working around large conferences and Mardi Gras festivities held in or near the area of the project sites, and other special permitting requirements of the project including coordination of construction activities in accordance with strict CSX guidelines. I would highly recommend this Contractor for any specialty bridge maintenance and repair projects.

If you should have any questions or concerns, please do not hesitate to contact me at 251-380-0898.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Brooks Miller, Jr.", followed by a horizontal line.

J. Brooks Miller, Jr., P.E., PTOE
Senior Project Manager

August 1, 2022

To whom it may concern:

It was a pleasure working with Mr. Emmanuel Triantafillos (Manoli) at the Queen Isabella Causeway connecting Port Isabel & South Padre Island in Texas. Manoli really takes pride on his work by going above & beyond to provide an excellent end project. Manoli has a sense of urgency & understands his client, but he will NOT sacrifice quality. Manoli is well respected along his co-workers & TxDOT staff. Manoli constantly has a positive attitude regardless of the task at hand. Manoli is very knowledgeable when it comes to industrial coating projects & working along with others. Manoli took the time to personally go over with me bridge coating/painting procedures in detail. Our project was successful thanks to Manoli's leadership. I would strongly recommend Emmanuel on future industrial coating projects & look forward working with him in the nearby future.

Feel free to contact me at (956)399-5102 for further questions you might have.

Sincerely,



Andres Espinoza
San Benito Area Engineer



Ron DeSantis, Governor

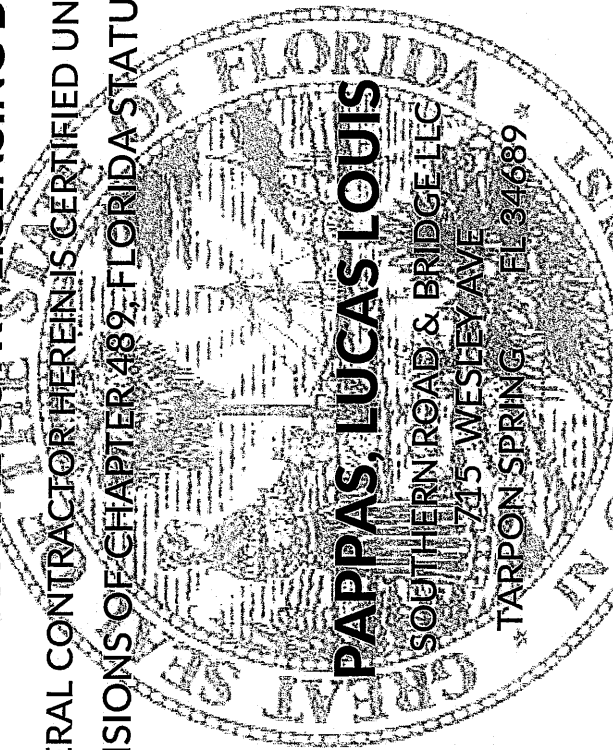
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



PAPPAS, LUCAS LOUIS

SOUTHERN ROAD & BRIDGE LLC

715 WESLEY AVE

TARPON SPRING, FL 34689

LICENSE NUMBER: CGC1521093

EXPIRATION DATE: AUGUST 31, 2026

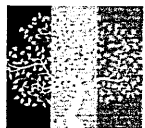
Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



L. Calvin Jones

Insurance & Surety Bonds

3744 Starrs Centre Drive • P.O. Box 159 • Canfield, Ohio 44406
PH: 330.533.1195 • FAX: 330.533.7583 • www.LCalvinJones.com

January 16, 2025

RE: Southern Road & Bridge, LLC

To Whom it May Concern:

Please be advised that Southern Road & Bridge, LLC. is a valued customer of our agency. We have established a bonding program for Southern Road & Bridge, LLC. in the amount of \$130,000,000 single/\$200,000,000 aggregate. The current surety is Atlantic Specialty Insurance Company a T-Listed, Best Rated Insurance Company.

Please note that the decision to issue performance and payment bonds is a matter between Southern Road & Bridge, LLC. and their surety company and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability for the contract documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute these bonds.

Should you have any questions please contact me.

Best Regards,

Keith Miller
Attorney-In-Fact



May 03, 2024

Southern Road & Bridge LLC
715 Wesley Ave
Tarpon Springs, FL 34689

To Whom it may concern:

This letter is to confirm that on 5/3/2024 Southern Road & Bridge LLC \$5,000,000 line of credit had an outstanding balance of \$0. The line is open and in good standing and currently has the full \$5,000,000 available.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Downey', with a large, stylized loop at the end.

Jim Downey
First Vice President
Commercial Loans Relationship Manager III
Valley National Bank
710 E Tarpon Ave. Tarpon Springs, FL 34689
C: 727-580-1513
jdowney@valley.com

P: 727-756-1120
710 E Tarpon Avenue
Tarpon Springs, FL 34689
valley.com

© 2019 Valley National Bank. Member FDIC. Equal Opportunity Lender. All Rights Reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1501 Reedsdale Street, Suite 3005 Pittsburgh PA 15233		CONTACT NAME: Construction Services Group PHONE (A/C, No, Ext): (412) 863-4531 FAX (A/C, No): E-MAIL ADDRESS: csgpgchcertrequest@alliant.com	
License#: 0C36861 SOUTROA-01		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Southern Road & Bridge, LLC 2997 Alt 19 Suite B Palm Harbor FL 34683		INSURER A: Zurich American Insurance Comp	16535
		INSURER B: Allied World National Assuranc	10690
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1796904771

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 2185745-03	5/1/2025	5/1/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 2185746-03	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0311-1318	5/1/2025	5/1/2026	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured, Blanket Waiver of Subrogation apply to the General Liability and Automobile Liability policies, when required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

For Bidding Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moore Resources Insurance Agency 4563 Central Avenue St. Petersburg, FL 33713 License #: P135280	CONTACT NAME: Whitney Elwart	
	PHONE (A/C, No, Ext): 727-323-0206 FAX (A/C, No): 727-323-0603	
INSURED Southern Road & Bridge, LLC 2997 Alt 19 Suite B Palm Harbor, FL 34683	E-MAIL ADDRESS: WhitneyE@dmins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nautilus Insurance Company	17370
	INSURER B: United Fire & Casualty Company	19720
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 80232834-21166372**REVISION NUMBER:** 92

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor Pollution		CPL2039265-12	01/01/2025	01/01/2026	Each Occurrence 10,000,000
B	P&I Including Crew		OMS-25002190-01	01/01/2025	01/01/2026	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured with a Waiver of Subrogation with respects to Pollution, only if required by written contract and subject to the terms, conditions and exclusions as specified in the policy.

CERTIFICATE HOLDER**CANCELLATION**

For Bidding Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WME)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moore Resources Insurance Agency 4563 Central Avenue St. Petersburg, FL 33713 License #: P135280	CONTACT NAME: Whitney Elwart	FAX (A/C, No): 727-323-0603	
	PHONE (A/C, No, Ext): 727-323-0206	E-MAIL ADDRESS: WhitneyE@dmins.com	
INSURED Southern Road & Bridge, LLC 2997 Alt 19 Suite B Palm Harbor, FL 34683	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		17370
	INSURER B: Signal Mutual Indemnity Association Ltd.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 80232834-21330355

REVISION NUMBER: 108

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Contractor Pollution			CPL2039265-12	01/01/2025	01/01/2026	Each Occurrence	10,000,000
B	USL&H			N8-72000	01/01/2025	01/01/2026	Statutory Under Act	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Bidding Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WME)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC c/o Vested HR Solutions, LLC 2965 Palm Harbor Blvd Palm Harbor, FL 34683	ID: (Vested)	CONTACT NAME: Lisa Sevastou PHONE (A/C, No, Ext): 727-916-1149 E-MAIL ADDRESS: certs@vestedhr.com INSURER(S) AFFORDING COVERAGE INSURER A: United Wisconsin Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 29157
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COVERAGES **CERTIFICATE NUMBER:** 83012826 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC557-00001-025-SZ WC557-00001-024-SZ	1/1/2025 1/1/2024	1/1/2026 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

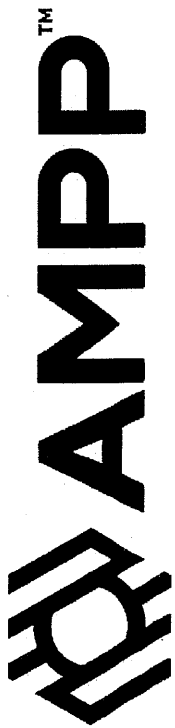
Coverage provided for all leased employees but not subcontractors of: Southern Road & Bridge LLC Client Effective: 1/1/2020 FOR BIDDING PURPOSES

CERTIFICATE HOLDER Southern Road & Bridge, LLC 2997 Palm Harbor Blvd., Suite B Palm Harbor, FL 34683	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Leonard
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ACORD 25 (2016/03)

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Southern Road & Bridge, LLC
of
Tarpon Springs, FL

*has met or exceeded the requirements set forth in the
AMPP QP Accreditation Program for*



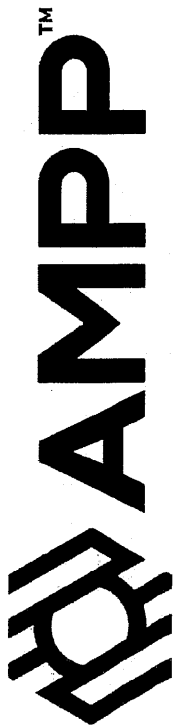
**FIELD APPLICATION OF COATINGS
COMPLEX STRUCTURES
SSPC – QP1**

Cynthia Z. Kelly
.....
Chief Product and Operations Officer, AMPP

March 31, 2025 – March 31, 2026
.....
Validation Period

Accreditation for dates listed above to Southern Road & Bridge, LLC, Tarpon Springs, FL
Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205



Southern Road & Bridge, LLC
of
Tarpon Springs, FL

*has met or exceeded the requirements set forth in the
AMPP QP Accreditation Program for*

**INDUSTRIAL HAZARDOUS
PAINT REMOVAL
SSPC – QP 2**

CATEGORY "A"

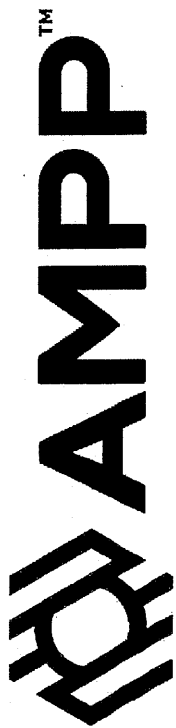


Cynthia Z. D'Alley
.....
Chief Product and Operations Officer, AMPP

March 31, 2025 – March 31, 2026
.....
Validation Period

Accreditation for dates listed above to Southern Road & Bridge, LLC, Tarpon Springs, FL
Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205



Southern Road & Bridge, LLC
of
Tarpon Springs, FL

*has met or exceeded the requirements set forth in the
AMPP QP Accreditation Program for*

**THERMAL SPRAY
METALLIZING
SSPC – QP 6 (Field)**
Steel and Concrete



Cynthia Z. Hall

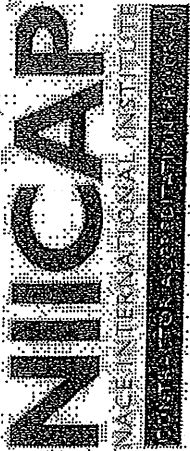
Chief Product and Operations Officer, AMPP

January 1, 2025 – March 31, 2026

Validation Period

Accreditation for dates listed above to Southern Road & Bridge, LLC, Tarpon Springs, FL
Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205



Accreditation No. 008
Initial Accreditation Date
11 June 2018

This is to certify that

Southern Road & Bridge, LLC

has met the NIICAP Standards of Accreditation.

AS-1 Field

&

AS-2 Hazardous Waste Removal


Helena Seelinger
NACE International Institute Business Services Manager

Accreditation Valid Through
10 June 2020

NACE International Institute Business Services 15835 Park Ten Place, Houston, Texas 77064 U.S.A. Tel: +1 800-797-6223 www.niicap.net
I am of fulfillment of conditions as set out in the NIICAP Accreditation Agreement and in this Accreditation Agreement.

INVITATION TO BID
FOR
BEL LIDO BRIDGE REHABILITATION
BID No.: 25-003
BID PROPOSAL

Date: October 21st, 2025

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

Basis of Award: It is the intent of the Town to award the Bid to one vendor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Towns best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)		UNIT PRICE		EXTENDED TOTAL PRICE
1	MOBILIZATION - BRIDGE & ROADWAY	LS	1	Fifty Five Thousand	\$	55,000	\$	55,000.00
				Dollars				
				Zero				
				Cents				
2	BONDS AND INSURANCE	LS	1	Fifteen Thousand	\$	15,000	\$	15,000.00
				Dollars				
				Zero				
				Cents				

3	MAINTENANCE OF TRAFFIC	LS	1	Fourty Five Thousand Dollars	\$	45,000	\$	45,000.00
				Zero Cents				
4	PROFESSIONAL AUDIO/VIDEO OF CONSTRUCTION SITE	LS	1	Seventy Five Hundred	\$	7,500	\$	7,500.00
				Dollars				
				Zero Cents				
5	AS-BUILT RECORD DRAWINGS	LS	1	Six Thousand	\$	6,000	\$	6,000.00
				Dollars				
				Zero Cents				
6	ENVIRONMENTAL PROTECTION MEASURES	LS	1	Six Thousand Seven Hundred Fifty	\$	6,750	\$	6,750.00
				Dollars				
				Zero Cents				
7	CONCRETE PATCH REPAIR	EA	1	Four Thousand Seven Hundred Twenty Five	\$	4,725	\$	4,725.00
				Dollars				
				Zero Cents				

8	CONCRETE PIER ENCASEMENT (PILE 3-1, 2-1, 2-2, & 2-5)	EA	4	Thirty One Thousand Nine Hundred	\$	31,900	\$	127,600.00
				Dollars				
				Zero				
				Cents				
9	EPOXY CRACK REPAIR	EA	2	Seventeen Hundred	\$	1,700	\$	3,400.00
				Dollars				
				Zero				
				Cents				
10	CHEMICAL GROUTING AT APPROACH SLABS	CF	400	One Hundred Fifty Five	\$	155	\$	62,000.00
				Dollars				
				Zero				
				Cents				
11	REMOVAL/REINSTALLATION OF GUARDRAIL SYSTEM (AS NEEDED)	LS	1	Six Thousand Seven Hundred Fifty	\$	6,750	\$	6,750.00
				Dollars				
				Zero				
				Cents				
12	1" MILL EXISTING ASPHALT PAVEMENT AND HAULOFF	SY	424	Thirty Five	\$	35	\$	14,840.00
				Dollars				
				Zero				
				Cents				

13	OVERLAY: SUPERPAVE ASPHALT CONCRETE SP-9.5	TON	19.3	One Thousand Twenty	\$	1,020	\$	19,686.00
				Dollars				
				Zero				
				Cents				
14	TRAFFIC SIGNAGE & STRIPING	LS	1	Seventy Five Hundred	\$	7,500	\$	7,500.00
				Dollars				
				Zero				
				Cents				
15	REMOVE & INSTALL DECORATIVE BRIDGE RAILING CAP	LF	140	Four Hundred Thirty Two	\$	432	\$	60,480.00
				Dollars				
				Zero				
				Cents				
16	CLEANING & COATING SURFACES CLASS 5	SF	2330	Twelve	\$	12	\$	27,960.00
				Dollars				
				Zero				
				Cents				
17	RESTORATION	LS	1	Sixty Thousand	\$	60,000	\$	60,000.00
				Dollars				
				Zero				
				Cents				

18	UNDEFINED ALLOWANCE	AL	1	Twenty Thousand Dollars	\$	20,000	\$	20,000.00
				Zero				
				Cents				

TOTAL COST OF BASE BID
 BID ITEMS 1 – 18 (in numbers) \$ 550,191.00

TOTAL COST OF BASE BID
 BID ITEMS 1 – 18 (in words) Five Hundred Fifty Thousand One Hundred Ninety One Dollars Zero Cents

Southern Road & Bridge, LLC
 COMPANY NAME


 AUTHORIZED SIGNATURE

727-940-5395
 TELEPHONE NUMBER

Lucas L. Pappas
 PRINTED NAME

prequal@southernrb.com
 EMAIL ADDRESS

Managing Member
 TITLE

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

BEL LIDO BRIDGE REHABILITATION

BID DUE DATE: 10/22/25

BID NO. 25-003

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	Business Name: KER Construction LLC Address: 6858 NW 20th Ave. Ft. Lauderdale, FL 33309 Contact Info: Essah Rahaman 954-422-2492 sales@kerconstructionllc.com	Business Name: Southern Road & Bridge, LLC Address: 2997 Alt. 19, Suite B Palm Harbor, FL 34683 Contact Info: Lucas Pappas 727-940-5395 prequal@southernrb.com
TOTAL BID PRICE	\$581,143.75	\$615,369.00
ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY	X	X
BIDDER'S ACKNOWLEDGEMENT	X	X
NON-COLLUSION AFFIDAVIT	X	X
ANTI-KICKBACK AFFIDAVIT	X	X
CONFIRMATION OF A DRUG FREE WORKPLACE	X	X
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	X	X
SCRUTINIZED COMPANIES CERTIFICATION FORM	X	X
PUBLIC ENTITY CRIMES SWORN STATEMENT	X	X
ADDENDA ACKNOWLEDGEMENT	X	X

REFERENCES	X	X
COMMENTS:	Undefined Allowance exceeded preset amount, References unrelated to project scope	

Opened by: Skender Coma 10/22/25

Tabulated by: Skender Coma 10/22/25

Business Name: M&J Construction Company of Pinellas County, Inc. Address: 809 S Safford Ave. Tarpon Springs, FL 34689 Contact Info: John Kokkinos 727-938-6478 receptionist@mjconstruction.net
\$697,703.00
X
X
X
X
X
X
X
X
X

X

File Attachments for Item:

D. Resolution No. 2025-029

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-023, which appropriated funds for the 2025-2026 fiscal year budget; providing for an amendment to the General Fund (fund 001) to complete the Bel Lido Road Bridge Project as identified in the approved Capital Improvement Plan; providing for findings; and providing for an effective date.



RESOLUTION NO. 2025-028

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING RESOLUTION NO. 2025-023, WHICH APPROPRIATED FUNDS FOR THE 2025-2026 FISCAL YEAR BUDGET; PROVIDING FOR AN AMENDMENT TO THE GENERAL FUND (FUND 001) TO COMPLETE THE BEL LIDO ROAD BRIDGE PROJECT AS IDENTIFIED IN THE APPROVED CAPITAL IMPROVEMENT PLAN; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission adopted its Fiscal Year 2025-2026 Budget on September 18, 2025, by Resolution No. 2025-023, effective October 1, 2025; and

WHEREAS, the Town of Highland Beach has identified the completion of the Bel Lido Road Bridge Rehabilitation Project as a priority project within its adopted Capital Improvement Plan (CIP); and

WHEREAS, on November 4, 2025, the Florida Department of Transportation (FDOT) and Kisinger Campo & Associates (KCA), an FDOT-contracted engineering firm, conducted an inspection of the Bel Lido Road Bridge and issued a Prompt Corrective Action Notice identifying structural deficiencies requiring immediate remediation; and

WHEREAS, the Town Commission finds that amending the Fiscal Year 2025-2026 General Fund Budget is necessary and in the best interest of public safety and fiscal responsibility to address the deficiencies and complete the Bel Lido Road Bridge Rehabilitation Project; and

WHEREAS, the specific budget amendment is detailed in Exhibit "I", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are ratified and confirmed as being true and correct and are incorporated herein by reference.

Section 2. The Fiscal Year 2025-2026 Budget, as adopted under Resolution No. 2025-023 R, is hereby amended to include the appropriation adjustments outlined in Exhibit "I" for the purpose of completing the Bel Lido Road Bridge Rehabilitation Project.

Section 3. The Town Manager, or designee, is hereby authorized to take all necessary administrative and budgetary actions to implement this amendment in accordance with applicable laws and accounting standards.

Section 4. This Resolution shall become effective immediately upon its passage and approval.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **2nd** day of **December**, 2025.

Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Leonard Rubin, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith M. Goldberg
Commissioner Jason Chudnofsky

EXHIBIT 1
FUND 001— GENERAL FUND
AMENDMENT TO
FY 2026 OPERATING BUDGET

The following item is an amendment to the existing FY 2026 General Fund Operating Budget to account for the completion of the Bel Lido Road Bridge Rehabilitation Project.

REVENUES

Account No.	Description	Original Budget Amount	Amendment Amount	New Budget Amount
001-590.000-599.200	Appropriation to Reserve	\$981,946	(\$600,000)	\$381,946
001-519.000-563.000	Improvements Other than Buildings	\$0	\$600,000	\$600,000

File Attachments for Item:

E. Approve and authorize the Mayor to execute a new Master Services and Purchasing Agreement with AXON Enterprise, Inc., in the amount of \$1,299,700.00 over a 10-year term, for the purchase of AXON 10 Taser, virtual reality training, a 10-year warranty, automatic refresh of all body-worn cameras and docking units, and a host of essential technology for the Police Department.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE December 2, 2025
SUBMITTED BY: Chief Craig Hartmann
SUBJECT: AXON System Contract Agreement

SUMMARY:

In June of 2021, Commission approved entering a 5-year contract with AXON for a package of services for body cameras and in-car camera systems. Today, we are requesting approval of redoing the contract with AXON that will incorporate several components of the most current AXON technology which include the AXON 10 Taser, Virtual Reality and Fuses. These tools - ranging from improved officer training to safer de-escalation equipment, to powerful video and information-sharing systems, represent a strategic investment in public safety, accountability, and service to our community.

Currently we have approximately 6 years left in our contract agreement with AXON for approximately \$450,000. This proposed contract is a 10-year agreement for \$1,299,700, which would also incorporate the existing amount remaining in the current agreement. This new contract agreement includes configuration, training, a full 10-year warranty on all devices, unlimited data storage, with an automatic refresh of all body worn cameras and docking units whenever new equipment or technology is implemented by AXON. The 10-year agreement also locks in today's pricing, avoiding standard 5% annual increases.

We have been using AXON products since 2021 and they are a sole source provider for our BWC, Fleet Cameras, Evidence.com and Tasers.

The contract agreement terms and conditions have been reviewed by counsel for legal sufficiency.

The host of AXON technology in the agreement includes.

1. AXON VR Training

Immersive virtual-reality training platform

2. AXON Taser 10

Latest generation less-lethal device

3. Fusus for a Real-Time Information Center

Cloud-based platform that integrates video, dispatch, community sources, and investigative tools.

4. AXON Body-Worn Camera 4

Next-generation body-worn camera with updated sensors and features.

5. AXON Fleet 3 In-Car Video

Advanced in-car video and license plate recognition system.

6. OSP Plus (Officer Safety Plan Plus)

Comprehensive technology bundle and support plan that ties AXON technologies together.

Outfitting our officers with the latest mission critical technology ensures that they are prepared for the challenges of today's policing environment and that investing in these technologies is ultimately an investment in the safety & security of the residents of Highland Beach.

FISCAL IMPACT:

This is a 10-year contract agreement with AXON for a total cost of \$1,299,700, to be paid out over the 10-year period. The initial annual payments for the first 5 years are \$109,990 with the payments increasing to \$149,970 annual payments for the last 5 years of the agreement.

ATTACHMENTS:

AXON Contract Agreement

RECOMMENDATION:

Staff is recommending Commission approve the new agreement with AXON to secure current pricing for additional years.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-769792-45979KG

Issued: 11/18/2025

Quote Expiration: 12/05/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 164271

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Highland Beach Police Dept. - FL 3614 S Ocean Blvd Highland Beach, FL 33487-3393 USA	Highland Beach Police Department 3614 S Ocean Blvd Highland Beach FL 33487-3393 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kathryn Geen Phone: 5856985027 Email: kgeen@axon.com Fax:	Craig Hartmann Phone: (561) 266-5800 Email: chartmann@highlandbeach.us Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$1,299,681.64
ESTIMATED TOTAL W/ TAX	\$1,299,681.64

Discount Summary

Average Savings Per Year	\$39,704.60
TOTAL SAVINGS	\$397,046.04

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$109,968.20	\$0.00	\$109,968.20
Jan 2027	\$109,968.16	\$0.00	\$109,968.16
Jan 2028	\$109,968.16	\$0.00	\$109,968.16
Jan 2029	\$109,968.16	\$0.00	\$109,968.16
Jan 2030	\$109,968.16	\$0.00	\$109,968.16
Jan 2031	\$149,968.16	\$0.00	\$149,968.16
Jan 2032	\$149,968.16	\$0.00	\$149,968.16
Jan 2033	\$149,968.16	\$0.00	\$149,968.16
Jan 2034	\$149,968.16	\$0.00	\$149,968.16
Jan 2035	\$149,968.16	\$0.00	\$149,968.16
Total	\$1,299,681.64	\$0.00	\$1,299,681.64

Pricing

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$10,119.75	\$10,119.75	\$0.00	\$10,119.75
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$33,802.09	\$33,802.09	\$0.00	\$33,802.09
M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	120	\$425.52	\$318.16	\$318.16	\$763,584.00	\$0.00	\$763,584.00
B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	120	\$576.73	\$276.14	\$276.14	\$33,136.80	\$0.00	\$33,136.80
Fleet3ARe	Fleet 3 Advanced Renewal	15	60	\$231.35	\$189.57	\$230.00	\$207,000.00	\$0.00	\$207,000.00
Fleet3ARe	Fleet 3 Advanced Renewal	15	60	\$227.06	\$189.57	\$189.57	\$170,613.00	\$0.00	\$170,613.00
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20			\$36.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	120		\$16.96	\$408.40	\$49,008.00	\$0.00	\$49,008.00
ProLicense	Pro License Bundle	5	120		\$54.52	\$54.03	\$32,418.00	\$0.00	\$32,418.00
A la Carte Services									
101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2			\$425.00	\$0.00	\$0.00	\$0.00	\$0.00
101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1			\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	49		\$9.95	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	52		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	23		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,299,681.64	\$0.00	\$1,299,681.64

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	20	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100396	AXON TASER 10 - MAGAZINE - HALT TRAINING RED	1	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100614	AXON TASER 10 - HOLSTER - BLADE-TECH RH	18	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100615	AXON TASER 10 - HOLSTER - BLADE-TECH LH	2	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101120	AXON VR - HOLSTER - T10 BLADE-TECH GRAY - RH	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101294	AXON VR - TABLET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101300	AXON VR - TABLET CASE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	20	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101886	SIGNAL SENSOR	20	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101889	AXON SIGNAL - BATTERY - CR2032	20	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	20	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101119	AXON VR - HOLSTER - T10 BLADE-TECH GRAY - LH	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101294	AXON VR - TABLET	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101300	AXON VR - TABLET CASE	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101886	SIGNAL SENSOR	1	1	01/01/2026
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101889	AXON SIGNAL - BATTERY - CR2032	1	1	01/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	01/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	01/01/2026
A la Carte	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	1	01/01/2026
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	20	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	07/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	07/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	07/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	20	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	01/01/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	01/01/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	01/01/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	01/01/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	01/01/2031
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	1	1	01/01/2031
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	15	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	20	1	07/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	07/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	07/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	07/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	07/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	20	1	07/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	2	1	07/01/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	07/01/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	07/01/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	07/01/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	07/01/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	1	1	07/01/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	20	1	01/01/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	2	1	01/01/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	1	1	01/01/2036
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	15	1	01/01/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101705	AXON FUSUS - LICENSE - PRO USER	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20370	AXON VR - USER ACCESS - FULL VR	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73618	AXON COMMUNITY REQUEST	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73638	AXON STANDARDS - LICENSE	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	02/01/2026	01/31/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73739	AXON PERFORMANCE - LICENSE	20	02/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	20	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101705	AXON FUSUS - LICENSE - PRO USER	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20370	AXON VR - USER ACCESS - FULL VR	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73618	AXON COMMUNITY REQUEST	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73638	AXON STANDARDS - LICENSE	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73739	AXON PERFORMANCE - LICENSE	1	02/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	02/01/2026	01/31/2036
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	02/01/2026	01/31/2031
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	02/01/2026	01/31/2031
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	02/01/2026	01/31/2031
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	02/01/2026	01/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	02/01/2026	01/31/2036
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	02/01/2026	01/31/2036
A la Carte	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	02/01/2026	01/31/2036
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	02/01/2031	01/31/2036
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	02/01/2031	01/31/2036
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	15	02/01/2031	01/31/2036
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	02/01/2031	01/31/2036

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	20
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	20
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	20
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	1
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	15
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	15
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2
A la Carte	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	02/01/2026	12/31/2027
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	9	04/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	20	06/01/2026	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	06/01/2026	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	06/01/2026	01/31/2036

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	10/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	01/01/2027	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/01/2027	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	20	01/01/2027	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	01/01/2027	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/01/2027	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	01/01/2027	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	20	01/01/2027	01/31/2036
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	01/01/2027	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/01/2027	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	01/01/2027	01/31/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/01/2027	01/31/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	01/01/2027	01/31/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	01/01/2027	01/31/2036
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	01/01/2027	01/31/2031
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15	02/01/2031	01/31/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3614 S Ocean Blvd	Highland Beach	FL	33487-3393	USA
1	3614 S Ocean Blvd	Highland Beach	FL	33487-3393	USA

Payment Details

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$33,802.09	\$0.00	\$33,802.09
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$10,119.75	\$0.00	\$10,119.75
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 1	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$2,577.56	\$0.00	\$2,577.56
Year 1	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 1	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 1	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$1,742.82	\$0.00	\$1,742.82
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$8,973.36	\$0.00	\$8,973.36
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$10,887.13	\$0.00	\$10,887.13
Year 1	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$40,160.47	\$0.00	\$40,160.47
Year 1	ProLicense	Pro License Bundle	5	\$1,705.02	\$0.00	\$1,705.02
Total				\$109,968.20	\$0.00	\$109,968.20

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 2	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$4,291.68	\$0.00	\$4,291.68
Year 2	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 2	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 2	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$2,901.83	\$0.00	\$2,901.83
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$14,940.75	\$0.00	\$14,940.75
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$18,127.19	\$0.00	\$18,127.19
Year 2	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$66,867.83	\$0.00	\$66,867.83
Year 2	ProLicense	Pro License Bundle	5	\$2,838.88	\$0.00	\$2,838.88
Total				\$109,968.16	\$0.00	\$109,968.16

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$4,291.68	\$0.00	\$4,291.68
Year 3	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 3	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 3	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$2,901.83	\$0.00	\$2,901.83
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$18,127.19	\$0.00	\$18,127.19
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$14,940.75	\$0.00	\$14,940.75
Year 3	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$66,867.83	\$0.00	\$66,867.83
Year 3	ProLicense	Pro License Bundle	5	\$2,838.88	\$0.00	\$2,838.88
Total				\$109,968.16	\$0.00	\$109,968.16

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 4	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$4,291.68	\$0.00	\$4,291.68
Year 4	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 4	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 4	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 4	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 4	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$2,901.83	\$0.00	\$2,901.83
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$18,127.19	\$0.00	\$18,127.19
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$14,940.75	\$0.00	\$14,940.75
Year 4	M00042	BUNDLE - OFFICER SAFETY PLAN 10	20	\$66,867.83	\$0.00	\$66,867.83

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	5	\$2,838.88	\$0.00	\$2,838.88
Total				\$109,968.16	\$0.00	\$109,968.16

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 5	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$4,291.68	\$0.00	\$4,291.68
Year 5	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 5	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 5	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$2,901.83	\$0.00	\$2,901.83
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$14,940.75	\$0.00	\$14,940.75
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$18,127.19	\$0.00	\$18,127.19
Year 5	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$66,867.83	\$0.00	\$66,867.83
Year 5	ProLicense	Pro License Bundle	5	\$2,838.88	\$0.00	\$2,838.88
Total				\$109,968.16	\$0.00	\$109,968.16

Jan 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 6	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 6	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 6	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 6	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$5,852.74	\$0.00	\$5,852.74
Year 6	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 6	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 6	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 6	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 6	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 6	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 6	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$3,957.35	\$0.00	\$3,957.35
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$24,720.82	\$0.00	\$24,720.82
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$20,375.33	\$0.00	\$20,375.33
Year 6	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$91,190.42	\$0.00	\$91,190.42
Year 6	ProLicense	Pro License Bundle	5	\$3,871.50	\$0.00	\$3,871.50
Total				\$149,968.16	\$0.00	\$149,968.16

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 7	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 7	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 7	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 7	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$5,852.74	\$0.00	\$5,852.74
Year 7	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 7	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 7	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 7	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 7	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 7	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 7	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$3,957.35	\$0.00	\$3,957.35
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$20,375.33	\$0.00	\$20,375.33
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$24,720.82	\$0.00	\$24,720.82
Year 7	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$91,190.42	\$0.00	\$91,190.42
Year 7	ProLicense	Pro License Bundle	5	\$3,871.50	\$0.00	\$3,871.50
Total				\$149,968.16	\$0.00	\$149,968.16

Jan 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 8	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 8	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 8	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 8	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$5,852.74	\$0.00	\$5,852.74
Year 8	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 8	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 8	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 8	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 8	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 8	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 8	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$3,957.35	\$0.00	\$3,957.35
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$20,375.33	\$0.00	\$20,375.33
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$24,720.82	\$0.00	\$24,720.82
Year 8	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$91,190.42	\$0.00	\$91,190.42
Year 8	ProLicense	Pro License Bundle	5	\$3,871.50	\$0.00	\$3,871.50
Total				\$149,968.16	\$0.00	\$149,968.16

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 9	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 9	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 9	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED W	1	\$0.00	\$0.00	\$0.00

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 9	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$5,852.74	\$0.00	\$5,852.74
Year 9	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 9	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 9	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 9	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 9	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 9	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 9	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$3,957.35	\$0.00	\$3,957.35
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$24,720.82	\$0.00	\$24,720.82
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$20,375.33	\$0.00	\$20,375.33
Year 9	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$91,190.42	\$0.00	\$91,190.42
Year 9	ProLicense	Pro License Bundle	5	\$3,871.50	\$0.00	\$3,871.50
Total				\$149,968.16	\$0.00	\$149,968.16

Jan 2035						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 10	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 10	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 10	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	2	\$0.00	\$0.00	\$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 10	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	40	\$5,852.74	\$0.00	\$5,852.74
Year 10	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1	\$0.00	\$0.00	\$0.00
Year 10	102400	BLADETECH - TEK-MOUNT RECEIVER - MOLLE-LOK	20	\$0.00	\$0.00	\$0.00
Year 10	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 10	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 10	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	\$0.00	\$0.00	\$0.00
Year 10	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
Year 10	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	1	\$3,957.35	\$0.00	\$3,957.35
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$24,720.82	\$0.00	\$24,720.82
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	15	\$20,375.33	\$0.00	\$20,375.33
Year 10	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20	\$91,190.42	\$0.00	\$91,190.42
Year 10	ProLicense	Pro License Bundle	5	\$3,871.50	\$0.00	\$3,871.50
Total				\$149,968.16	\$0.00	\$149,968.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-425689, Q-466217, Q-664517, Q-702490, Q-711285, Q-739538,

Agency is terminating those contracts effective 2/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$43,921.84

All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

- Outstanding Invoice - INUS335265 - 4/1/2025 - \$6,211.25
- Outstanding Invoice - INUS335524 - 4/1/2025 - \$15,932.12
- Outstanding Invoice - INUS376157 - 9/9/2025 - \$6,644.08

Signature

Date Signed



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for

purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

<p>Disclosures</p> <ul style="list-style-type: none"> Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: <ol style="list-style-type: none"> Public Defender Case Sharing Disclosure Portal Download Links
<p>Training</p> <ul style="list-style-type: none"> Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
<p>Go-Live Plan</p> <ul style="list-style-type: none"> Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
<p>Implementation document packet</p> <ul style="list-style-type: none"> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<p>Post go-live review</p>

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
- 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
- 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s). Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates. Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within

Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

- 5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
- 5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

- 6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
 Maintaining **Customer's Axon Evidence account**
 Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**
 Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
 Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 Comparing **Customer's Axon usage and trends to peers to establish best practices**
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
 Proactively monitoring the health of **Axon equipment**
 Creating and monitoring RMAs **on-site**
 Providing Axon app support
 Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating bi-**annual voice of customer meetings with Axon's Device Management team**
 Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services.**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, “Dedrone Products”), this Dedrone Product Appendix shall apply.

1. Definitions.

- 1.1 **“Dedrone Data”** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **“Dedrone Hardware”** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **“Dedrone Software”** means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 **“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a “Prohibited Use”).

3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

- 3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

- 5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.
6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

File Attachments for Item:

F. Consideration to approve a Best Interest Acquisition and authorize the Mayor to execute a proposal with Armas Corp., in the amount of \$4,895.00 per month, for janitorial services at the Town Municipal Complex, in accordance with Invitation to Bid (ITB) No. 25-001.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE December 2, 2025

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: Approve Best Interest Acquisition and Execute Agreement for Janitorial Services

SUMMARY:

The Town issued Bid No. 25-001 for Janitorial Services on 1/21/2025 due to the existing agreement expiring with no renewal options available. On 2/25/2025, Town staff received and unsealed 15 bids, with Green Facility Inc. submitting the low bid of \$58,743.96. After reviewing their references and clearing all Criminal Justice Information Systems (CJIS) and Police Department background check procedures, Green Facility Inc. was determined to be the low, responsible bidder, and the agreement was executed at the 4/15/2025 Town Commission Meeting. After six months of providing janitorial services, Town staff has determined that Green Facility Inc.'s performance has been substandard and has elected to terminate the agreement after multiple attempts at remediation.

Town staff recommends executing an agreement with Armas Corp via a Best Interest Acquisition in accordance with the Town's purchasing policy. Armas Corp utilizes the previously contracted cleaning staff, who provided a much higher level of service, and will match the current pricing that the Town was able to acquire through the low bid process.

A Best Interest Acquisition is recommended as the traditional Invitation to Bid method may result in similar quality assurance issues from low bidders, and a Request for Proposals is a cumbersome process that would not guarantee the known level of service the Town has received from Armas Corp's cleaning staff in the past.

FISCAL IMPACT:

\$58,743.96 in year one with a 3% increase per renewal year

001-519.000-534.000

ATTACHMENTS:

Janitorial Services Agreement

Armas Corp Proposal

RECOMMENDATION:

Approve Best Interest Acquisition and execute agreement with Armas Corp for Janitorial Services.

BUSINESS PROPOSAL

JANITORIAL SERVICES PROPOSAL

PREPARED BY
ARMAS CORP

PREPARED FOR
TOWN OF HIGHLAND BEACH



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Introduction

To Town of Highland Beach, we are pleased to present our proposal for the cleaning services of your facilities. Our experienced team is committed to providing a clean and safe environment. Below we detail the proposed services and the benefits we offer.

-Specified Areas: Town Hall, Library, Police Department, Water Treatment Plant, Fire Station 2floor.

Scope of Work 5 Days per Week

ENTRANCE / COMMON AREAS / HALLWAYS

- Vacuum carpet in high-traffic areas.
- Empty and clean trash receptacles.
- Dust pictures and clean glass if necessary.
- Vacuum & mop lobby.
- Clean directory glass, and spot clean lobby glass.
- Spot clean doors.
- Dust mop and damp mop all hard surface floors.
- Damp mop like using neutral cleanser only.

GENERAL AREAS / CONFERENCE ROOMS / OFFICE'S

- Vacuum all high-traffic areas.
- Damp mop and thoroughly clean vinyl flooring.
- Dust all desks, if cleared.
- Remove all gum and foreign matter in sight.
- Empty and clean all waste receptacles and replace liners.
- Clean all furniture tops.
- Check & clean all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc.
- Disinfect and wash clean all water fountains, and water coolers in tenant areas.
- Wiping all horizontal surfaces dust & all stains.

RESTROOMS

- Wash all floors with germicidal disinfectant and remove all spot and stains.
- Wash and polish all mirrors and bright work.
- Wash and wipe dry all plumbing fixtures.
- Wash and disinfect all toilet seats, both sides.
- Scour, wash and disinfect all basins and bowls.
- Empty paper towel trash receptacles and dispose in building trash receptacle, replaced trash liners.
- Fill soap dispensers and paper towel dispensers.
- Fill toilet tissue dispensers, clean and wash receptacles and dispensers, remove spots from walls.

Project Timeline

Description	Start	Completion
Cleaning Services at Town of Highland Beach	12/01/2025	

Fee Summary

Description	Unit Price	Quantity	Amount
Janitorial Services at Town of Highland Beach	4895.00	1.00	4,895.00
			\$4,895.00

Terms and Conditions

Service Agreement is made __11-21-2025__

The Undersigned _Town of Highland Beach_ hereby accepts the proposal of _Armas Corp_, to supply Janitorial Services for premises located at:

Address: 3616 S Oscean Blvd, Highland Beach, FL 33487

Upon the following terms:

1. Armas Corp, service charge will be __\$4,895.00__ per month, to include_5_ time (s) per week service. The Janitorial Services are to be performed in the evening.
2. Included in the service charge will be cleaning services, cleaning supplies, and equipment which will be furnished by _Armas Corp_. The service charge does not include liners, paper supplies, and toiletries which can be provided, at _Town of Highland Beach_ expense, at competitive prices. The service charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by _Town of Highland Beach_. _Town of Highland Beach_ agrees to reimburse _Armas Corp_, the amount of any such taxes if paid by _Armas Corp_, on _Armas Corp_ behalf.
3. All Janitorial Services specified in the attached work schedule will be provided to __Town of Highland Beach_ in a satisfactory manner.
4. Additional services, (NOT) included in the work schedule, to be performed upon request (WITH) additional cost.
a- Strip & Wax, Grout & Tile Cleaning , Carpet Cleaning & Shampoo, Windows cleaning, etc.
5. The term of this Service Agreement is for one year (FLAT PAYMENT). This one year period shall begin on the date services are schedule to begin. This Service Agreement shall automatically extend for additional one year periods, unless at least thirty days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.
6. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, _Town of Highland Beach_ will advise __Armas Corp__, accordingly, and an adjustment in the service charge, as agreed to by the parties, shall be made.

7. _Armas Corp_, will bill _Town of Highland Beach_ monthly, and _Town of Highland Beach_ agrees to pay the amount that is due and owing under the terms of this Service Agreement within 15 days of billing date.
8. Services shall be performed as scheduled with the exception of the following legal holidays: New Year’s Day, Thanksgiving, and Christmas.
9. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.
10. INSPECTION OF DUTIES: Any Compensation shall be subject to the client inspecting the completed duties of the _Armas Corp_. If any of the duties performed by the _Armas Corp_, pursuant to this agreement, is defective or incomplete, the client shall have the right to notify the _Armas Corp_, at which time the _Armas Corp_ shall promptly correct such work within reasonable time.
11. NON-SOLICITATION. Recognizing that each _Armas Corp_ staff member is contractually restricted from working for any _Armas Corp_ client for a period of at least 2 years after leaving _Armas Corp's_ employ. Client agrees not to employ or engage the services of any person now employed by _Armas Corp_ who is providing services to client, for a period of 2 years from the date of termination of this agreement without the express written permission of _Armas Corp_
- _Armas Corp_ agrees to not employ or engage any client's employees for the same period. Should either _Armas Corp_-or client discover that the other is in breach of this paragraph.

Acceptance

In witness whereof, the undersigned have made and entered into this vendor agreement, effective as of the day, month and year first above written.

Asley De Armas

11/21/2025

Town of Highland Beach

Armas Corp

Town of Highland Beach

Signed by:
Asley De Armas
CE4F7C9051D94F2...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Armas Corp 11987 Southern Blvd #1015 West Palm Beach, FL 33411	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P100.848.214.4	01/12/2025	01/12/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Highland Beach, Its officers directors, agents, board members, affiliates, subsidiaries, officials, trustees, employees and volunteers are additionally insured on this policy per its terms and conditions.

CERTIFICATE HOLDER

Town of Highland Beach
 3614 S Ocean Blvd
 Highland Beach, Florida 33487

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Boyd



BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/16/2025

EXPIRATION DATE: 10/16/2027

PERSON: ASLEY DE ARMAS PEREZ

EMAIL: ASLEYDEARMAS@GMAIL.COM

FEIN: 823391448

BUSINESS NAME AND ADDRESS:

ARMAS CORP

11987 SOUTHERN BLVD
WEST PALM BEACH, FL 33411

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 08/2025

E02228594 QUESTIONS? (850) 413-1609