



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, July 14, 2026 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.)

A. Ordinance No. 2026-002 (**Second Reading/Public Hearing**)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 23, "Signs and Advertising," of the town code of ordinances by amending Section 23-5, "Permitted Signs," to increase the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 12 square feet and by amending Section 23-8, "Appeals," to provide an appeal process for granting an increase in the maximum square footage of a permanent sign; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date (First Reading was June 16, 2026.)

- 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

May 12, 2026 Town Commission Meeting Minutes

June 16, 2026 Town Commission Meeting Minutes

B. Approve the ratification of the Town Manager's execution of the Professional Services Agreement with EM Pearls LLC, through Jeniel Parmar, MD, PhD, for Medical Director, Laboratory Director, and Technical Consultant services.

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

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

A. Resolution No. 2026-009

A Resolution of the Town Commission of the Town of Highland Beach, Florida, setting the proposed not to exceed millage rate pursuant to Section 200.065(2)(B), Florida Statutes, and setting the date, time and place at which a public hearing will be held to consider the proposed millage rate and tentative budget.

- B. Approve and authorize the Chief of Police to execute an agreement with Axon Enterprise, Inc. in the total amount of \$109,500.00 over a five-year period for the purchase of license plate recognition (LPR) camera systems to enhance public safety and security efforts.
- C. Approve the Award for Invitation to Bid (ITB) and authorize the Mayor to execute a contract with Heica Construction Corp for the Police Department Expansion project in the amount of \$583,993.00, in accordance with Invitation to Bid No. 26-003. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-003.)
- D. Approve and authorize the Mayor to execute a contract with Lux Solar, Inc. installation of in-road light systems at eight crosswalk locations on State Road A1A project in the amount of \$283,920.00. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-010.)
- E. Approve and authorize the Mayor to execute a contract with PaveConnect Logistics, LLC for milling and repaving of the existing shared walk path project in the amount of \$263,260.80, based on the OMNIA Partners Cooperative Purchasing Contract No. R220902. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #28-003.)

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

Financial Advisory Board One (1) vacancy for a three-year term
ending April 2027

Natural Resources Preservation Advisory Board One (1) Vacancy for an unexpired
term ending April 2027

Meetings and Events

July 22, 2026	1:00 P.M.	Special Magistrate Hearing
August 11, 2026	1:30 P.M.	Town Commission Meeting
August 13, 2026	9:00 A.M.	Planning Board Regular Meeting
August 18, 2026	1:30 P.M.	Town Commission Special 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. Ordinance No. 2026-002 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 23, "Signs and Advertising," of the town code of ordinances by amending Section 23-5, "Permitted Signs," to increase the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 12 square feet and by amending Section 23-8, "Appeals," to provide an appeal process for granting an increase in the maximum square footage of a permanent sign; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date (First Reading was June 16, 2026.)



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE July 14, 2026

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 23, "SIGNS AND ADVERTISING," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 23-5, "PERMITTED SIGNS," TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN FROM 10 SQUARE FEET TO 32 SQUARE FEET, TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF AN INGRESS AND/OR EGRESS SIGN FROM THREE (3) SQUARE FEET TO 12 SQUARE FEET AND BY AMENDING SECTION 23-8, "APPEALS," TO PROVIDE AN APPEAL PROCESS FOR GRANTING AN INCREASE IN THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN

SUMMARY:

At the June 16, 2026 Town Commission meeting (first read), the Commission made a motion to approve the proposed Ordinance subject to reducing the size of ingress/egress signs from 32 square feet to 12 square feet (motion carried 5-0). Based on the Commission's latter motion, staff has revised the Ordinance as provided below (deletions are denoted by a **bolded double strikethrough**, and additions are denoted by a **bolded double underline**). *Note that proposed text deletions and additions, as provided to the Commission on June 16, 2026, are denoted by a single strikethrough, and a single underline, respectively.*

Sec. 23-5. Permitted signs.

* * *

(b) *All zoning districts.*

(1) In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and not exceed **12** ~~**32**~~ ~~three (3)~~ square feet in size. Each sign may be illuminated or non-illuminated as determined by the owner and police department. A permit is required.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance (revised)

BIE (revised)

Town Commission Agenda Memorandum and corresponding attachments – June 16, 2026

RECOMMENDATION:

At the discretion of the Town Commission.



**TOWN OF HIGHLAND BEACH
ORDINANCE NO. 2026-002**

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 23, "SIGNS AND ADVERTISING," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 23-5, "PERMITTED SIGNS," TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN FROM 10 SQUARE FEET TO 32 SQUARE FEET AND TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF AN INGRESS AND/OR EGRESS SIGN FROM THREE (3) SQUARE FEET TO 12 SQUARE FEET AND AMENDING SECTION 23-8, "APPEALS," TO PROVIDE AN APPEAL PROCESS FOR GRANTING AN INCREASE IN THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, on December 2, 2025, the Town Commission agreed to have the Planning Board review the Town's permanent sign code regulations and to consider other municipal sign codes as well as appropriate standards for maximum sign size, sign colors, sign illumination, sign look, safety of pedestrians and roadways, and an appeal or variance process for granting an increase in the dimensional requirements of permanent signage; and

WHEREAS, on January 8, 2026, the Planning Board provided its recommendation to the Town Commission; and

WHEREAS, on March 3, 2026, the Town Commission directed staff to draft an Ordinance increasing the maximum square footage of a permanent sign from 10 square feet to 32 square feet, increasing the maximum square footage of an ingress and/or egress sign from three (3) square feet to 32 square feet, and providing an appeal process for granting an increase in the maximum square footage of a permanent sign; and

WHEREAS, the Planning Board conducted a duly advertised public hearing on this Ordinance and provided its recommendation on the draft Ordinance to the Town Commission; and

WHEREAS, the Town Commission has determined that the amendments to the Town Code of Ordinances set forth herein are in the best interest of the Town of Highland Beach.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. Chapter 23, “Signs and Advertising,” of the Town of Highland Beach Code of Ordinances is hereby amended by amending Section 23-5, “Permitted signs,” to read as follows (deleting is ~~stricken through~~ and adding is underlined):

Sec. 23-5. Permitted signs.

(a) *Generally.* Signs are permitted only along the road frontage unless otherwise indicated.

(b) *All zoning districts.*

(1) In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and not exceed 12 ~~32~~ three (3) square feet in size. Each sign may be illuminated or non-illuminated as determined by the owner and police department. A permit is required.

(c) *All zoning districts.*

(1) *Temporary signs.* Shall be as set forth in section 23-9.

(2) *Permanent signs:*

a. One permanent single-faced or double-faced sign not to exceed 32 ~~ten (10)~~ square feet per face may be permitted. Such sign must be illuminated, but not with intermittent or colored lights or animation. The building official shall review the sign application and a permit is then required. A permit fee shall be charged and will be based upon the construction cost of the sign. The sign may be erected on a base not to exceed one foot six (6) inches in height. The base shall not exceed the dimensions of the sign by more than one foot in any direction. Any person seeking to place a sign in

the FDOT right-of-way must obtain written FDOT approval prior to permit issuance by the town.

b. A street address sign readily visible from the street is required. Installation of this street address sign is a condition for issuing the certificate of occupancy. No permit is required.

c. In the case of intracoastal property, one additional permanent sign identifying the development may be allowed. This additional sign may also be single-faced or double-faced, not to exceed 32 ~~ten (10)~~ square feet per face. It may be illuminated, but not with intermittent or colored lights or animation. A permit is required.

d. Tow away signs conforming to state statutes are allowed on private property.

e. Whenever a sign requires a permit and is allowed within a setback area, easement, or right-of-way, the person erecting the sign shall be required to execute an agreement with the town.

f. *Garishness*: The overall effect of the lettering, configuration or color of a sign shall not be garish. "Garish" signs are those that are too bright or gaudy, showy, glaring, and/or cheaply brilliant or involving excessive ornamentation. Garish signs are not in harmony with and are not compatible with the building or adjacent surroundings.

g. *Traffic safety*: No sign shall be located in such a manner that it will become a hazard to automotive or pedestrian traffic nor shall any sign or lighting of a sign be so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.

h. *Illumination*: Signs may be illuminated directly or indirectly unless specifically prohibited elsewhere in this chapter. In

residential zoning districts, all illumination shall be shielded so that the light is not directed toward adjacent residentially zoned property.

Section 3. Chapter 23, “Signs and Advertising,” of the Town of Highland Beach Code of Ordinances is hereby amended by amending Section 23-8, “Appeals” to read as follows (deleting is ~~stricken through~~ and adding is underlined):

Sec. 23-8. Appeals.

(a) General. The board of adjustment and appeals shall hear and make recommendations to the town commission on sign code appeals requesting an increase in the maximum square footage of a permanent sign (not to exceed 72 square feet). Appeals requesting an increase in the maximum square footage of an entrance (ingress) or exit (egress) sign are not authorized.

(b) Limitations on authority to grant appeals. As applicable, the board of adjustment and appeals and the town commission shall base their recommendations and decisions on the justifications submitted by the applicant, the considerations for issuance in subsection (c) below, and the conditions of issuance in subsection (d) below. The board of adjustment and appeals and town commission have the right to attach such conditions as they deem necessary to further the purposes and objectives of this chapter.

(c) Considerations for issuance of appeals. In reviewing requests to grant an appeal, the board of adjustment and appeals and the town commission shall consider the following:

- (1) Whether there is something unique about the building or site configuration that would result in the signage dimension permitted by this chapter being ineffective or inadequate;
- (2) Whether the granting of the appeal will not detract from the safety of pedestrians or motorists on the site which it is located or on the adjacent right-of-way; and
- (3) Whether the proposed signage is compatible with the architecture of the building and the materials are harmonious with the building design and surrounding landscape materials.

(d) Conditions for issuance of appeals. Appeals shall be issued only upon a determination:

(1) That the granting of the appeal will not deter the identification and wayfinding for the building and site nor create a negative impact on the aesthetic quality of the site and architecture; and

(2) That the granting of the appeal will be in harmony with the general intent and purpose of this chapter, and that such appeal will not be injurious, create nuisances or otherwise be detrimental to the public welfare.

(e) Decision of the town commission. A vote of at least four (4) members of the town commission shall be required to grant an appeal, and the town commission's decision on any sign appeal shall be final. The town commission's decision may only be challenged by the filing of a petition for writ of certiorari in the circuit court within thirty (30) days of the town commission's rendition of its written order.

~~(f) If a sign permit application is denied~~ Denial of a sign permit by the building official. With the exception of appeals requesting and increase maximum square footage of a permanent sign as authorized by this section, ~~The board~~ of adjustment and appeals shall hear and decide appeals where it is alleged there is error in any order, interpretation, requirement, decision, or determination made by the building official in the administration or enforcement of this chapter. A request for appeal must be filed with the town clerk within ten (10) business days of the date of the matter being appealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. Section 2 and 3 of the Ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

The foregoing Ordinance was moved by Commissioner Goldberg seconded by Commissioner Peters and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore	X	
Vice Mayor David Stern	X	
Commissioner Judith M. Goldberg	X	
Commissioner Donald Peters	X	
Commissioner Jason Chudnofsky	X	

PASSED on first reading at the Regular Commission meeting held on this 16th day of June 2026.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Judith M. Goldberg		
Commissioner Donald Peters		
Commissioner Jason Chudnofsky		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this ____ day of _____, 2026.

Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2026-002: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 23, "SIGNS AND ADVERTISING," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 23-5, "PERMITTED SIGNS," TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN FROM 10 SQUARE FEET TO 32 SQUARE FEET, TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF AN INGRESS AND/OR EGRESS SIGN FROM THREE (3) SQUARE FEET TO 12 SQUARE FEET AND BY AMENDING SECTION 23-8, "APPEALS," TO PROVIDE AN APPEAL PROCESS FOR GRANTING AN INCREASE IN THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE .

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed Ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed Ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
 - c. Sections 190.005 and 190.046;

¹ See Section 166.041(4)(c), Florida Statutes.

- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance including a statement of the public purpose to be served, such as serving the public health, safety, morals and welfare of the municipality. This Ordinance includes an amendment to the Town's sign code found in Chapter 23 which will allow an increase in the maximum square footage of a permanent sign as well as ingress/egress signs. In addition, the amendment will allow an appeals process for granting an increase in the maximum square footage of a permanent sign. The Town Commission has indicated that they wish to increase the maximum square footage of permanent signs as it applies to multi-family residences given, the current maximum size of a permanent sign is limited. The proposed appeals process requires an applicant to submit justifications as to why the Town should issue an appeal. Such appeal request would require a recommendation from the Board of Adjustment and Appeals and a final decision from the Town Commission.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the Ordinance is enacted;

(b) Identification of any new charge or fee on businesses, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The Ordinance will have no direct economic impact on the one (1) existing private, for-profit business in the Town.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The Town has one (1) existing private business (Delray Sands Resort).

4. Additional information the governing body deems useful (if any):



Affidavit of Legal Notice submission and publication

Highland Beach Legal Notice

Submission Time: **07/03/2026 5:25 PM (EDT)**

Please find a PDF of your submission details attached to this email.

The attachments included in your submission are listed below. This Legal Notice along with the attachments is now published on the web portal.

- July 14, 2026 Town Commission Meeting - Ordinance No. 2026-002 Amending Chapter 23, "Signs and Advertising," of the town code of ordinances by amending Section 23-5, "Permitted Signs"
-
- signature.png

Signature of Affiant

A handwritten signature in dark ink, appearing to read "Samuel Goslin", written over a horizontal line.

Signature of Notary Public

A handwritten signature in dark ink, appearing to read "Jaclyn Dehart", written over a horizontal line.



JACLYN DEHART
Commission # HH 325292
Expires October 24, 2026

Notary Stamp

Highland Beach Legal Notice Submission

Highland Beach Legal Notice

07/03/2026 5:25 PM (EDT)

Submitted by Lanelda Gaskins (lgaskins@highlandbeach.us)

Legal Notice

Please choose a category

Notice of Public Hearings - Highland Beach

Title

July 14, 2026 Town Commission Meeting - Ordinance No. 2026-002 Amending Chapter 23, "Signs and Advertising," of the town code of ordinances by amending Section 23-5, "Permitted Signs,

Publish Date

07/03/2026

Publish Time

5:19 PM (EDT)

Description

TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING

NOTICE IS HERBY GIVEN that the Town Commission of the Town of Highland Beach, Florida will hold a public hearing on the following proposed ordinance at a Regular Meeting on Tuesday, July 14, 2027, at 1:30 p.m., or soon thereafter, at which time they will consider its adoption. The Meeting will be held in the Town Hall Commission Chambers located at 3614 South Ocean Boulevard, Highland Beach, Florida. All interested citizens are invited to participate in the meeting and be heard on Tuesday, July 14, 2026, with respect to the ordinance.

Ordinance No. 2026-002

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 23, "Signs and Advertising," of the town code of ordinances by amending Section 23-5, "Permitted Signs," to increase the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 12 square feet and by amending Section 23-8, "Appeals," to provide an appeal process for granting an increase in the maximum square footage of a permanent sign; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date.

Information on the ordinance may be obtained by emailing the Town Clerk's Office at townclerk@highlandbeach.us. Additionally, a copy of the ordinance will be available on the on the Town's webpage at <https://highlandbeach-fl.municodemeetings.com/> no later than Friday, July 10, 2026.

NOTICE: If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting must ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. This NOTICE is required by State Law.

In accordance with the Americans with Disabilities Act and section 286.26, Florida Statutes, persons requiring special accommodations to participate in this meeting should contact the Town Clerk's Office at townclerk@highlandbeach.us at least 48 hours prior to the meeting. Individuals who are hearing or speech impaired may contact the Florida Relay Service at 1-800-955-8770 (TDD) or 1-800-955-8771 (voice). at 1-800-955-8770 or 1-800-955-8771.

Lanelda Gaskins, MMC, Town Clerk

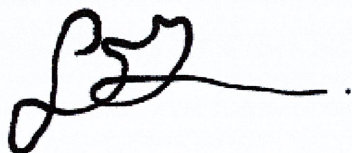
Submitted by (Email Address)

lgaskins@highlandbeach.us

Notifications

No

Signature

A handwritten signature in black ink, consisting of a stylized, cursive letter 'B' followed by a horizontal line and a small dot.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE June 16, 2026

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 23, "SIGNS AND ADVERTISING," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 23-5, "PERMITTED SIGNS," TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN FROM 10 SQUARE FEET TO 32 SQUARE FEET, TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF AN INGRESS AND/OR EGRESS SIGN FROM THREE (3) SQUARE FEET TO 32 SQUARE FEET AND BY AMENDING SECTION 23-8, "APPEALS," TO PROVIDE AN APPEAL PROCESS FOR GRANTING AN INCREASE IN THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN

SUMMARY:

At the March 3, 2026 Town Commission meeting, the Commission considered a discussion on increasing the maximum square footage requirements, etc. for permanent signs. Consensus from the Commission was to have staff draft an ordinance to increase the maximum sign area size to 32 square feet for each of the "three (3) existing sign scenarios" in the Town Code of Ordinances ("Town Code"), and to add a process for appeal which would include a recommendation by the Planning Board with a final decision by the Town Commission. Additional discussion by the Commission included consensus on the following item:

- An appeal for an increase in the maximum square footage of a permanent sign shall not exceed 72 square feet.

Table 1 below, provides the Town Code's current maximum sign size for permanent and ingress/egress signs (referenced above as the "three (3) existing sign scenarios"). Also included in Table 1, are the proposed sign dimensions provided by Villa Magna (see below, Additional Item History).

TABLE 1		
TYPE OF SIGN	CURRENT TOWN CODE MAXIMUM SIGN SIZE	VILLA MAGNA'S PROPOSED SIGN DIMENSIONS
Ingress (entrance)/egress (exit)	3 square feet	11 square feet
Permanent ¹	10 square feet	24 square feet (monument sign)
Permanent Intracoastal sign	10 square feet	10.67 square feet

¹ *Permanent sign* means a sign used to identify or name a residence, apartment or condominium building, motel or hotel (Section 23-1 Town Code).

The proposed Ordinance states that the Town's Board of Adjustment and Appeals (BOAA), rather than the Planning Board, provides an advisory review for a sign appeal. Although the latter is contrary to the Commission's direction provided on March 3, 2026, note that Section 30-40(p) of the Town Code states that for appeals of a decision, order, requirement, determination, or interpretation of a Town Official regarding the Zoning Code (Chapter 30), such appeal shall be considered by the BOAA. In addition, the BOAA currently hears and decides requests for zoning appeals and variances (for new and existing single-family homes and existing multi-family units), and makes recommendations to the Town Commission on certain variance requests to the Zoning Code (Chapter 30) and Floodplain Management requirements (Chapter 20, Article VI). Given these established appeal and variance provisions provided in the Town Code, staff suggests that the BOAA provide an advisory review for sign appeals.

Given the direction from the Town Commission (as noted above), the proposed draft ordinance provides the following sign code changes (deleting is ~~stricken through~~ and adding is underlined):

Sec. 23-5. Permitted signs.

* * *

(b) *All zoning districts.*

(1) In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and not exceed 32 ~~three (3)~~ square feet in size. Each sign may be illuminated or non-illuminated as determined by the owner and police department. A permit is required.

(c) *All zoning districts.*

(1) *Temporary signs.* Shall be as set forth in section 23-9.

(2) *Permanent signs:*

a. One permanent single-faced or double-faced sign not to exceed 32 ~~ten (10)~~ square feet per face may be permitted. Such sign must be illuminated, but not with

intermittent or colored lights or animation. The building official shall review the sign application and a permit is then required. A permit fee shall be charged and will be based upon the construction cost of the sign. The sign may be erected on a base not to exceed one foot six (6) inches in height. The base shall not exceed the dimensions of the sign by more than one foot in any direction. Any person seeking to place a sign in the FDOT right-of-way must obtain written FDOT approval prior to permit issuance by the town.

b. A street address sign readily visible from the street is required. Installation of this street address sign is a condition for issuing the certificate of occupancy. No permit is required.

c. In the case of intracoastal property, one additional permanent sign identifying the development may be allowed. This additional sign may also be single-faced or double-faced, not to exceed ~~32~~ ~~ten (10)~~ square feet per face. It may be illuminated, but not with intermittent or colored lights or animation. A permit is required.

d. Tow away signs conforming to state statutes are allowed on private property.

e. Whenever a sign requires a permit and is allowed within a setback area, easement, or right-of-way, the person erecting the sign shall be required to execute an agreement with the town.

f. *Garishness*: The overall effect of the lettering, configuration or color of a sign shall not be garish. "Garish" signs are those that are too bright or gaudy, showy, glaring, and/or cheaply brilliant or involving excessive ornamentation. Garish signs are not in harmony with and are not compatible with the building or adjacent surroundings.

g. *Traffic safety*: No sign shall be located in such a manner that it will become a hazard to automotive or pedestrian traffic nor shall any sign or lighting of a sign be so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.

h. *Illumination*: Signs may be illuminated directly or indirectly unless specifically prohibited elsewhere in this chapter. In residential zoning districts, all illumination shall be shielded so that the light is not directed toward adjacent residentially zoned property.

Sec. 23-8. Appeals.

(a)General. The board of adjustment and appeals shall hear and make recommendations to the town commission on sign code appeals requesting an increase in the maximum square footage of a permanent sign (not to exceed 72 square feet). Appeals requesting an increase in the maximum square footage of an entrance (ingress) or exit (egress) sign are not authorized.

(b)Limitations on authority to grant appeals. As applicable, the board of adjustment and appeals and the town commission shall base their recommendations and decisions on the justifications submitted by the applicant, the considerations for issuance in subsection (c) below, and the conditions of issuance in subsection (d) below. The board of adjustment

and appeals and town commission have the right to attach such conditions as they deem necessary to further the purposes and objectives of this chapter.

(c) Considerations for issuance of appeals. In reviewing requests to grant an appeal, the board of adjustment and appeals and the town commission shall consider the following:

(1) That there is something unique about the building or site configuration that would result in the signage dimension permitted by this chapter being ineffective or inadequate;

(2) That the granting of the appeal will not detract from the safety of pedestrians or motorists on the site which it is located or on the adjacent right-of-way; and

(3) That the proposed signage is compatible with the architecture of the building and the materials are harmonious with the building design and surrounding landscape materials.

(d) Conditions for issuance of appeals. Appeals shall be issued only upon a determination:

(1) That the granting of the appeal will not deter the identification and wayfinding for the building and site nor create a negative impact on the aesthetic quality of the site and architecture; and

(2) That the granting of the appeal will be in harmony with the general intent and purpose of this chapter, and that such appeal will not be injurious, create nuisances or otherwise be detrimental to the public welfare.

(e) Decision of the town commission. A vote of at least four (4) members of the town commission shall be required to grant an appeal, and the town commission's decision on any sign appeal shall be final. The town commission's decision may only be challenged by the filing of a petition for writ of certiorari in the circuit court within thirty (30) days of the town commission's rendition of its written order.

(f) If a sign permit application is denied *Denial of a sign permit* by the building official. With the exception of appeals requesting and increase maximum square footage of a permanent sign as authorized by this section, the board of adjustment and appeals shall hear and decide appeals where it is alleged there is error in any order, interpretation, requirement, decision, or determination made by the building official in the administration or enforcement of this chapter. A request for appeal must be filed with the town clerk within ten (10) business days of the date of the matter being appealed.

ADDITIONAL ITEM HISTORY:

At the May 14, 2026 Planning Board meeting, a motion to recommend the approval of the proposed ordinance to the Town Commission regarding an amendment to Chapter 23 (motion carried 5-0).

At the January 8, 2026 Planning Board meeting, the Board moved to recommend the following amendments to the Town's Sign Regulations to the Town Commission:

- Increasing the sign size using Boca Raton's sign code as reference.

- Allowing for a variance procedure for dimensional requirements; and
- Adding in universal rules across all condos subject to the criteria that the sign should fit in with the overall property and the building, and use similar materials.

At the December 2, 2025 Town Commission meeting, Commission consensus was to have the Planning Board review the Town's permanent sign code regulations keeping in mind Villa Magna's request as a real-world example. The Commission's direction to the Board included consideration of the following:

- Appropriate standard for maximum sign size. How large is too large? Should larger condominiums have larger signs?
- Colors and illumination of signs.
- What is the "right" signage look and size for Highland Beach and does it fit the Town's aesthetic.
- Safety of pedestrians and roadway including visibility and site lines.
- Appeal or variance process for signage.
- Review other municipality sign codes.

At the November 4, 2025 Town Commission meeting, a public comment was made by Edward Atamian, President of the Board of Trustees for Villa Magna Condominium, regarding the proposed replacement of permanent signage near the Condo's three (3) driveway entrances located along State Road A1A (see Attachment No. 1). The proposed size of this new signage exceeds the maximum square footage requirements for signage found in Chapter 23 of the Town Code of Ordinances (see Table No.1 above). Consensus from the Town Commission was to add a discussion item on this topic on the December 2, 2025 Commission agenda.

Staff prepared a comparison table whereby permanent sign regulations, as they pertain to multiple-family residential uses, are provided for Boca Raton, Deerfield Beach and Delray Beach (see Attachment No. 2). In addition, the Town's Code Compliance Officer prepared a spreadsheet with the approximate height and width of all current condominium signage (frontage) as well as corresponding photographs of such signs (see Attachment No. 3).

Current Town Code Sign Regulations:

Section 23-5 of the Town Code provides the following size, color, illumination, aesthetic, and traffic safety regulations for permanent as well as ingress/egress signage (see Attachment No. 4 for entire sign code):

*- In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and **not exceed three (3) square feet in size**. Each sign **may be illuminated or non-illuminated** as determined by the owner and police department. A permit is required.*

*- One permanent single-faced or double-faced sign **not to exceed ten (10) square feet per face** may be permitted. Such sign **must be illuminated, but not with intermittent or colored lights or animation**. The sign may be erected on a base not to exceed one foot six (6) inches in height. The base shall not exceed the dimensions of the sign by more than one foot in any direction.*

- In the case of intracoastal property, one additional permanent sign identifying the development may be allowed. This additional sign may also be single-faced or double-faced, **not to exceed ten (10) square feet per face. It may be illuminated, but not with intermittent or colored lights or animation.** A permit is required.

- Garishness: The overall effect of the lettering, configuration or color of a sign shall not be garish. "Garish" signs are those that are too bright or gaudy, showy, glaring, and/or cheaply brilliant or involving excessive ornamentation. Garish signs are not in harmony with and are not compatible with the building or adjacent surroundings.

- Traffic safety: No sign shall be located in such a manner that it will become **a hazard to automotive or pedestrian traffic** nor shall any sign or lighting of a sign be so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.

- Illumination: Signs may be illuminated directly or indirectly unless specifically prohibited elsewhere in this chapter. **In residential zoning districts, all illumination shall be shielded so that the light is not directed toward adjacent residentially zoned property.**

Visibility Triangles:

The Town's Zoning Code (Chapter 30) provides for the following restrictions that apply to signage located within any visibility triangle:

Sec. 30-68(o) Visibility triangles:

(5)Obstructions. Obstructions within visibility triangles are prohibited. The restrictions listed below shall apply to landscaping, bus shelters, benches, newspaper racks, **signs**, and other structures or appurtenances within any visibility triangle.

a.As indicated in Figure 30-4A and Figure 30-4B, **signs**, walls, or landscaping, excluding ground cover, **shall not be located within three (3) feet of either side of an access driveway located within twenty (20) feet of the edge of a pavement of the public street.**

b.Within a visibility triangle, structures, plantings, or foliage shall not be permitted within the clear zone established between the heights of two (2) feet and eight (8) feet above ground level. The clear zone shall be measured from the crown of the abutting roadway, or in the case of an intersection, from the crown of the roadway with the lower elevation. However, clear tree trunks and **supports for street signs**, traffic control signs and traffic signals which meet state and county standards **shall be permitted.** Limbs and foliage of trees and shrubs planted outside the area of a visibility triangle shall not extend into said triangle or clear zone.

c.Parking or vehicular use areas shall not be permitted within a visibility triangle.

Appeals:

According to Section 30-40(a) of the Town Code, a variance only applies to a reduction in dimensional requirements found in Chapter 30 (Zoning Code). As noted above, the sign code is provided in Chapter 23 of the Town Code and therefore a variance is not applicable for permanent signage. Section 23-8 of the sign code does allow for an appeal for a denied sign permit as follows:

Sec. 23-8. Appeals.

*If a sign permit application is denied by the building official. The board of adjustment and appeals shall hear and decide appeals where it is **alleged there is error in any order, interpretation, requirement, decision, or determination** made by the building official in the administration or enforcement of this chapter. A request for appeal must be filed with the town clerk within ten (10) business days of the date of the matter being appealed.*

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

Villa Magna proposed signage (Attachment No. 1)

Other municipality sign regulations: comparison table (Attachment No. 2)

Height and width of all current condominium signage & photos (Attachment No. 3)

Town sign code (Attachment No. 4)

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

Town Commission minutes – March 3, 2026

Business Impact Estimate (BIE)

Ordinance Process flowchart

RECOMMENDATION:

At the discretion of the Town Commission.

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



villa
magna

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.

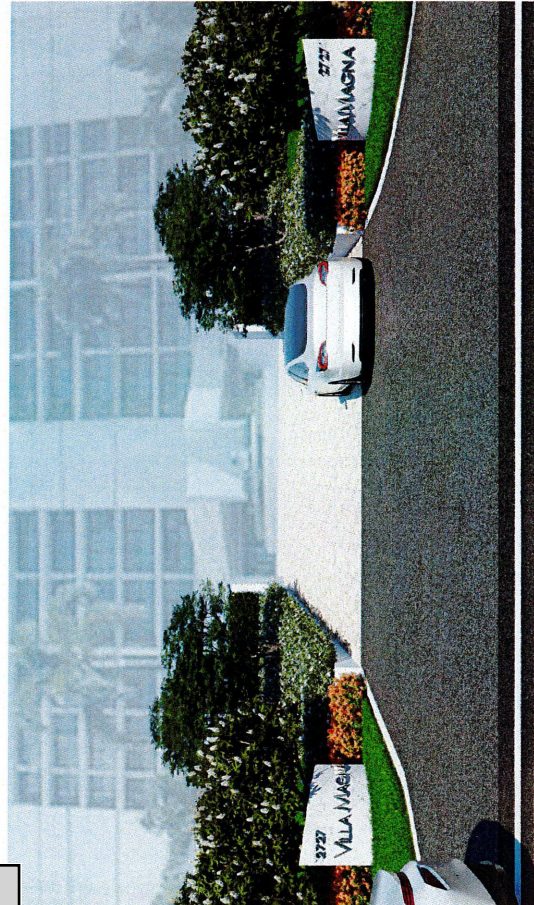
Respectfully,

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



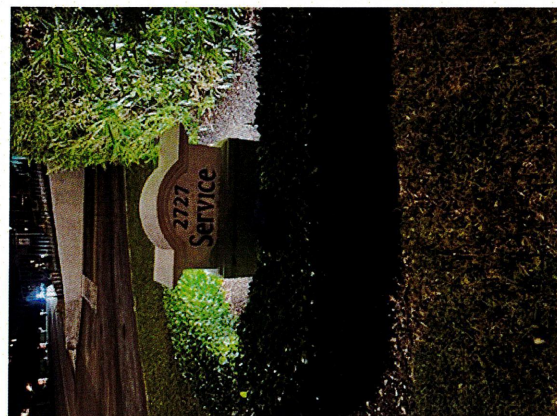
PROPOSED ENTRY SIGN (NORTHERN SIDE) - NIGHT RENDERING



DIRECTIONAL SIGN - NORTH SERVICE (EXISTING)



DIRECTIONAL SIGN - NORTH SERVICE (PROPOSED)



DIRECTIONAL SIGN - NORTH SERVICE (EXISTING) - NIGHT VIEW



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



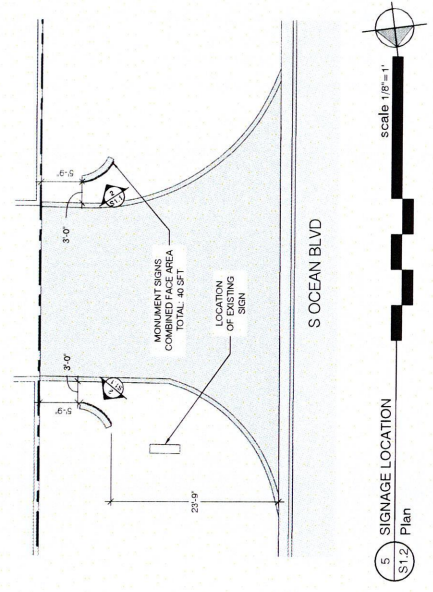
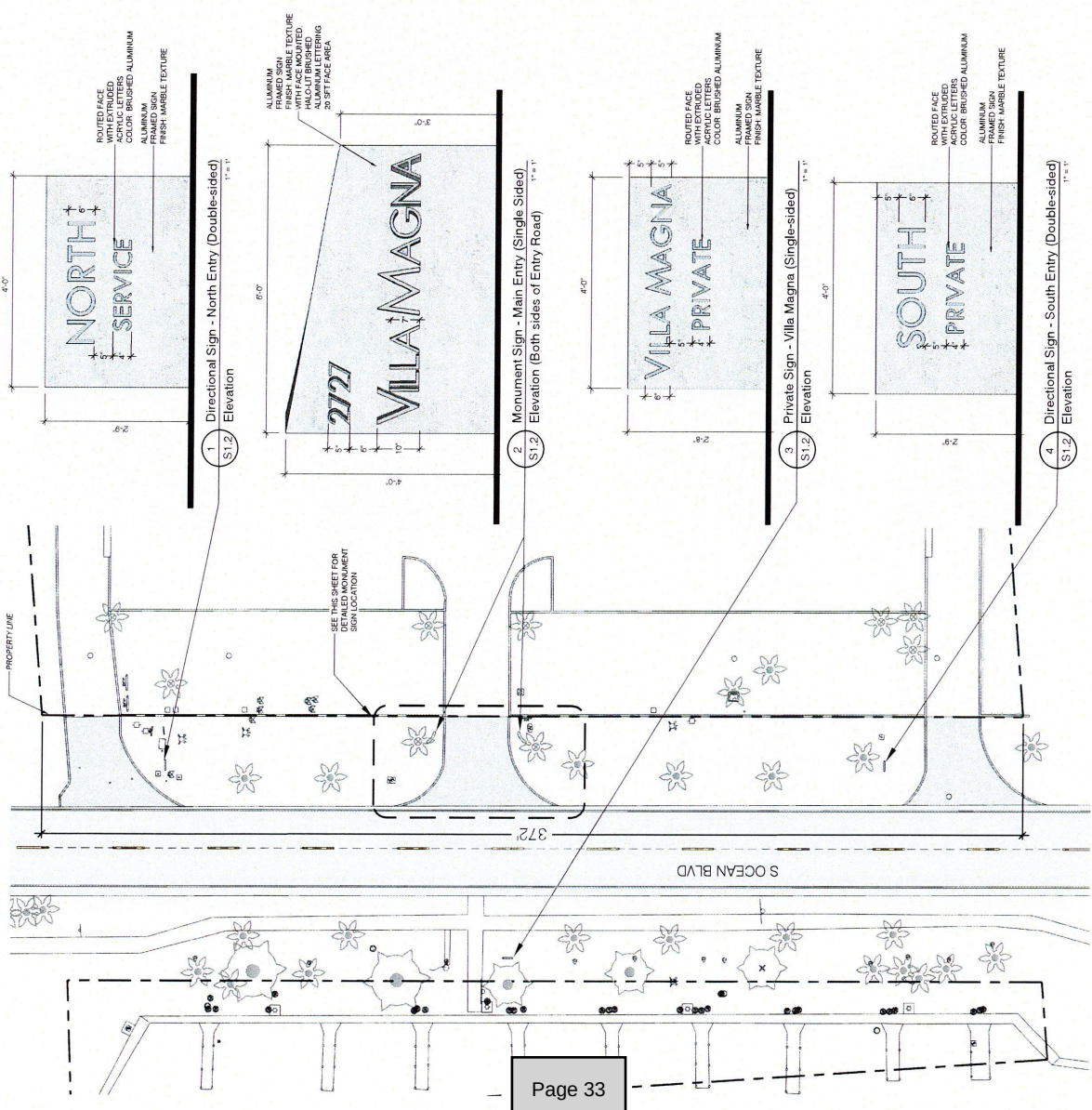
EAST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (EXISTING)



WEST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (PROPOSED)



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

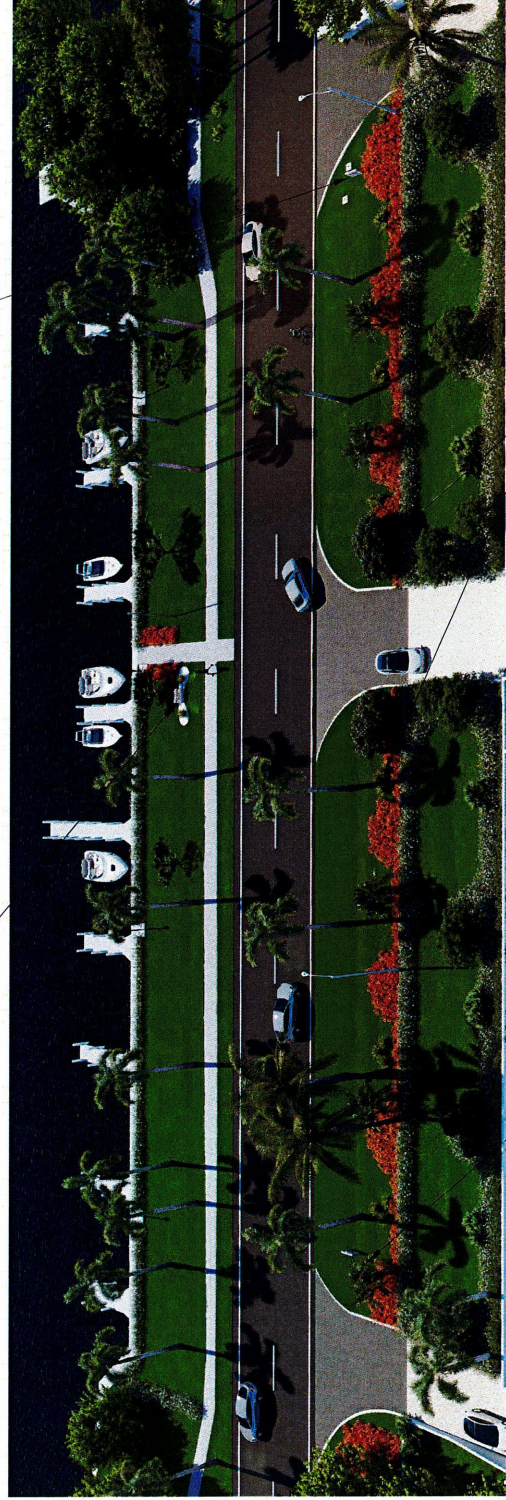




EXISTING BIRDS EYE - PROJECT VIEW

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

PERMANENT SIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENTIAL USE ¹					
Municipality	Number permitted/Type of Signs	No. of Units	Maximum Area	Maximum Height	Setback applies
Boca Raton	1/ "ground identity" sign at each entrance	Minimum 50	72 sf	7 ft	10 ft from ROW
	1/ "wall identity" sign OR 1/ "ground identity" sign	5 or more	32 sf for either sign	7 ft	10 ft from ROW for ground identity sign
Deerfield Beach	1/ "building identification" sign	NA	1 sf for each linear foot of building frontage. When linear footage of building wall face is 32 sf or less, maximum sf of sign is 32 sf. When linear footage of building frontage wall is 100 ft or more, maximum sq of sign is 100 sf.	For text height, no more than 75 % of the vertical height of the sign background, and no more than 75% of the horizontal length of any sign background space.	No
	1/"freestanding" sign (Note lot shall have 100 ft of street frontage or more, for a freestanding monument sign to be permitted)	NA	80 sf if sign is setback 20 ft or more from PL ² . Sign face³ 40sf. 48 sf if sign is setback 10 to 19 ft from PL. Sign face 24 sf. 25 sf if sign is setback 2 to 9 ft from PL. Sign face 15 sf. No signs permitted if 0 to 1 ft setback from PL	10 ft 8 ft 5 ft NA	Yes
Municipality	Number permitted/Type of Signs	No. of Units	Maximum Area/Size	Maximum Height	Setback applies

Delray Beach	1/freestanding sign	NA	20 sf per face (total 40 sf) 96 sf (if special setback is 20-30 ft)	7 ft 14ft (if special setback is 20-30 ft)	Minimum 10 ft from PL OR special setback (whichever is greater)
	1/wall sign	NA	20 sf		Minimum 10 ft from PL
Highland Beach	1/single or double-faced (sign may be erected on base not to exceed 1'6" in height). 1 additional sign single or double-faced identifying development permitted for intracoastal property 1 entrance and 1 exit sign single or double-faced	NA	10 sf 10 sf 3 sf each	NA	No

¹Additional sign regulations may apply.

²PL = Property line

³**Sign face means the part of the sign that is or can be used to identify, communicate information or visual presentation which attracts the attention of the public for any purpose. Includes background material, panel, trim, color, illumination.**

ATTACHMENT NO. 3

Condo	Address			Measurements	Square footage
Ocean Cove	4000-4044 S Ocean Blvd			W-18 Ft H-8 F 5 In	151.5
Boca Cove	Boca Cove Ln			W- 6F 10 In H-3 Ft 10 In	26.19
The Enclave	1027 Boca Cove Ln			W- 3F 9 In H-3 Ft 11 In	14.69
Parker Highland	4605 S Ocean Blvd			W- 4 F H-6F 1 In	24.33
Villa Nova	3505 S Ocean Blvd	(2 signs)	Large	W- 7Ft H-1 F 6 In	10.5
			Small	W-3 F 3 In H3 F 10 In	12.46
Clarendon	3407 S Ocean Blvd			W- 5F 1 In H- 3F 7 In	18.22
The Ridge	3401 S Ocean Blvd			W- 2 F 1 In H-3F	6.25
Beach Walk East	3201 S Ocean Blv			W- 2F 8 In H- 4F 11 In	13.11
Penthouse Towers	3101 S Ocean Blvd			W- 5 F 8 In H- 3 F 7 In	20.31
Trafalagar	2917 S Ocean Blvd			W- 5 F H- 4F 9 In	23.75
Wiltshire House	2909 S Ocean Blvd			W- 5 F 1 In H- 4 F 2 In	21.18
Penthouse Highland	3100 S Ocean			W- 5 F 1 In H-4F 1 In	20.76

Prepared by Code Compliance Officer A. Osowsky 11-18-25



Nov 17, 2025 at 3:16:29 PM
Highland Beach, FL



Nov 17, 2025 at 3:17:52 PM
Highland Beach, FL



Nov 17, 2025 at 3:23:15 PM
Highland Beach, FL



Nov 17, 2025 at 3:23:22 PM
Highland Beach, FL

The
Enclave
1021 - 1137

Nov 17, 2025 at 3:26:37 PM
Highland Beach, FL



Nov 17, 2025 at 3:26:49 PM
Highland Beach, FL

**PARKER
HIGHLAND**

4605

Nov 17, 2025 at 3:31:10 PM
Highland Beach, FL



Nov 17, 2025 at 3:31:19 PM
Highland Beach, FL

A photograph of a modern, multi-story white building with many balconies, identified as Villa Nova. In the foreground, there is a large, well-manicured green hedge and a large, textured rock. The building is set against a clear blue sky. The name 'VILLA NOVA' is mounted on a white wall in front of the building. The scene is captured in bright daylight, with shadows of trees visible on the white wall.

VILLA NOVA

Nov 17, 2025 at 3:41:22 PM
Highland Beach, FL



VILLA NOVA

Nov 17, 2025 at 3:41:30 PM
Highland Beach, FL



Nov 17, 2025 at 3:41:32 PM
Highland Beach, FL



Nov 17, 2025 at 3:41:41 PM
Highland Beach, FL

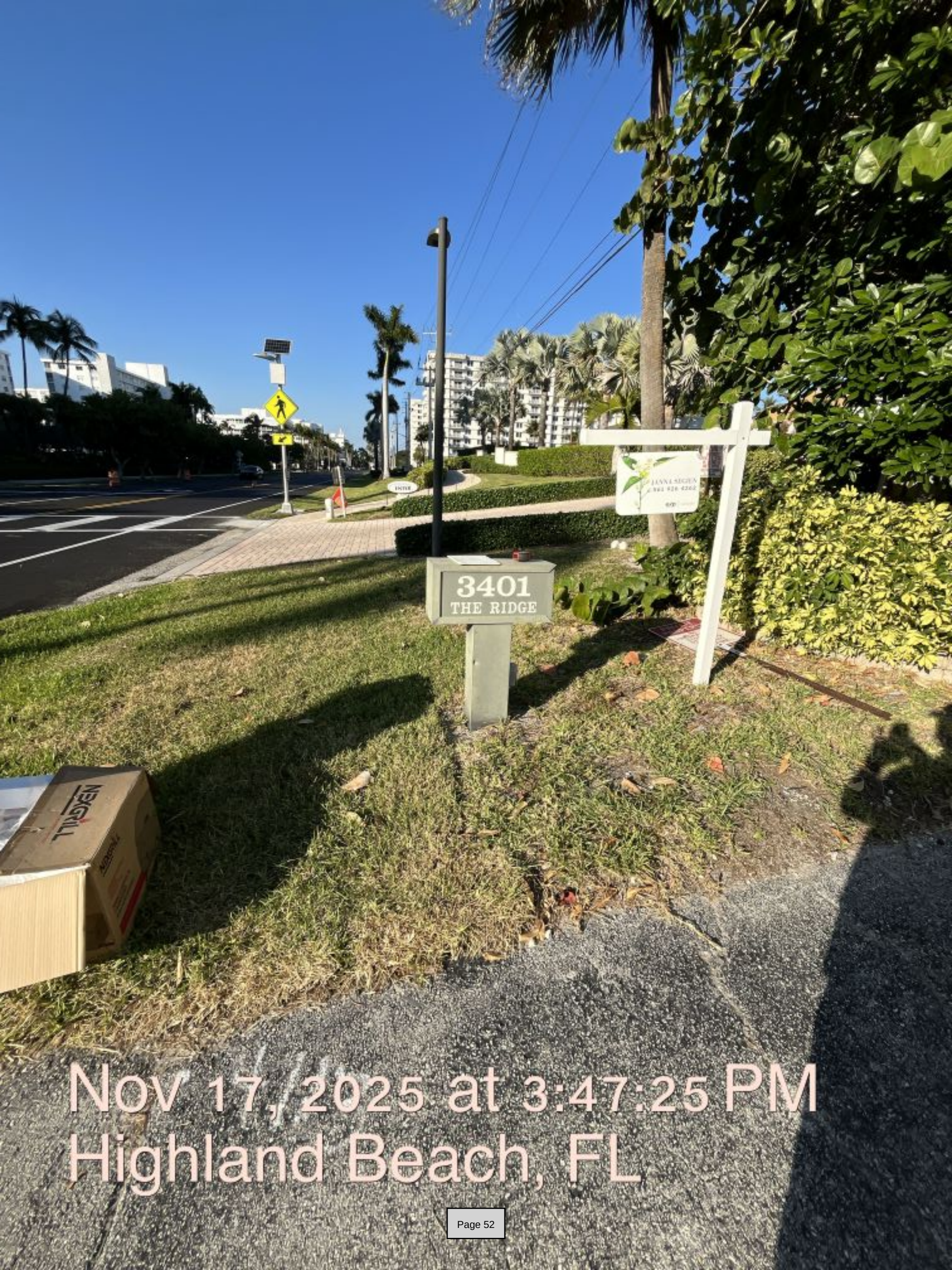


CLARENDON
3407

Nov 17, 2025 at 3:45:02 PM
Highland Beach, FL



Nov 17, 2025 at 3:45:14 PM
Highland Beach, FL



Nov 17, 2025 at 3:47:25 PM
Highland Beach, FL



Nov 17, 2025 at 3:47:33 PM
Highland Beach, FL



Nov 17, 2025 at 3:50:34 PM
Highland Beach, FL



Nov 17, 2025 at 3:50:43 PM
Highland Beach, FL

**PENTHOUSE
TOWERS 3101**



Nov 17, 2025 at 3:53:01 PM
Highland Beach, FL



Nov 17, 2025 at 3:53:28 PM
Highland Beach, FL



Nov 17, 2025 at 3:57:13 PM
Highland Beach, FL



Nov 17, 2025 at 3:57:20 PM
Highland Beach, FL



**ENTHOUSE
HIGHLANDS**

3100

Nov 17, 2025 at 4:02:23 PM
Highland Beach, FL



Nov 17, 2025 at 4:02:30 PM
Highland Beach, FL

Chapter 23 SIGNS AND ADVERTISING¹

Sec. 23-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Area of sign means the square foot area enclosed by the perimeter of the sign structure with each face contributing to the aggregate area.

Banner means a sign applied to cloth, paper or any animated rotating and/or fluttering devices used to attract attention (including colored or plain unadorned devices, i.e., flaps).

Double-faced sign means a sign with two (2) faces, mounted back to back, attached to a support, and/or a single sign with two (2) faces.

Electrical sign means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper or used in an adjacent or nearby area to illuminate a sign.

Flag means a piece of cloth usually attached at one edge to a staff/pole or cord containing distinctive colors, patterns or symbols, identifying a government or political subdivision.

Intermittent lighting, animation, moving or rotating sign means a sign shall not involve intermittent lighting, animation, motion or rotation of any part of a sign structure or display; except for governmental traffic signals, traffic devices and traffic signs as required by law.

Nonconforming sign means a sign erected prior to June 2, 1987, which does not conform to this chapter.

Obscene sign means a sign exhibiting thereon any lewd, lascivious, or obscene, character, or illustration.

Off-premises sign means a sign that advertises an establishment, merchandise, a service, or entertainment which is sold, produced, manufactured, or furnished at a place other than the premises on which the sign is located, however, non-commercial messages shall never be considered off-premises.

Permanent sign means a sign used to identify or name a residence, apartment or condominium building, motel or hotel.

Premises means the real property (as a unit) which is involved by the sign; includes the land or the land and the building(s).

Real estate sign means a sign advertising the premises for rent, for sale or for lease by an owner or his agent.

Roof sign means a sign erected on the roof, or above the roof line, or on the parapet.

¹Editor's note(s)—Ord. No. 14-006, § 2, adopted July 1, 2014, repealed the former chapter 23, §§ 23-1—23-13, and enacted a new chapter 23 as set out herein. The former chapter 23 pertained to similar subject matter. See Code Comparative Table for complete derivation.

Cross reference(s)—Alcoholic beverages, Ch. 3; buildings and structures, Ch. 6; food and food services, Ch. 10; licenses and license taxes, Ch. 15; motor vehicles and traffic, Ch. 16; planning and development, Ch. 20; streets, sidewalks and bicycle/walkway paths, Ch. 25; subdivisions, Ch. 26; zoning, Ch. 30.

State law reference(s)—Sign ordinances, F.S. §§ 163.3202(2)(f), 166.0425; outdoor advertising, F.S. ch. 479.

Searchlight means a large light used to attract attention by lighting the sky for the purpose of advertising.

Sidewalk or sandwich sign means a movable sign, not secured or attached to the ground.

Sign. The term "sign" shall mean any surface, fabric, device or display which bears lettered, pictorial or sculptured matter, including forms shaped to resemble any human, animal or product designed to convey information to the public and is visible from an abutting property, from a public street, sidewalk or right-of-way, or from a body of water. The term "sign" shall include all structural members. A sign shall be construed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign. The term "sign" shall not include: artwork, holiday or seasonal decorations, cemetery markers, or machinery or equipment signs.

Temporary sign. The term "temporary sign" shall mean any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.

Traffic confusion sign means a sign or other advertising matter erected at the intersection of any streets or in any street right-of-way in a manner so as to obstruct free and clear vision; or at any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, a traffic signal, or traffic device; or which makes use of the words "stop", "look", "drive-in", "danger", or any other word, phrase, symbol, or character in a manner as to interfere with, mislead, or confuse vehicular traffic.

Vehicular sign means a sign placed on a vehicle or trailer that is parked on a street, public right-of-way or private property for the primary purpose of displaying the sign for advertising a commercial enterprise.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-2. Purpose.

The purpose of this chapter is to govern the number, size, location and character of all signs which may be permitted. No sign shall be erected or permitted in any location except in conformity with this chapter. This chapter is intended to prevent the random and indiscriminate erection of signs and to provide for the protection of the residential aspect of the town.

(Ord. No. 14-006, § 2, 7-1-14)

Sec. 23-3. Permit—Required; application; exemptions; waiver.

- (a) It shall be unlawful for any person to post, display, repair, change or erect a sign in the town without first obtaining a permit or registration, except as provided in subsection (b) of this section or in other provisions of this chapter or unless such permit is specifically waived in this chapter. When repair of an existing sign involves the expenditure of less than fifty (50) percent of its replacement value as determined by the building department, a permit may be waived. All application for sign or sign structure permits required in this section shall be filed by the sign or sign structure owner or his agent in the office of the building department. The application forms shall be supplied by the town. Applications will be reviewed by the building department as to conformance with this chapter.
- (b) The following types of signs are exempt from permitting requirements:
 - (1) Signs of a duly constituted governmental body, including, but not limited to, traffic or similar regulatory devices, legal notices or warnings at railroad crossings.

-
- (2) Flags, within all residential zoning districts, only one flagpole may be erected (the construction of the flagpole may require a permit) containing no more than two (2) flags. The maximum size of any flag is twenty-four (24) square feet. Flags attached to an angled pole attached to a building shall not exceed fifteen (15) square feet. No flags of any commercial nature may be displayed within any residential districts.

Within all parcels containing governmental institutions, including public or private schools, up to three (3) flagpoles may be erected per property owner containing one flag per pole only. If only one flagpole is erected, two (2) flags may be flown. The property owner can substitute the flagpole(s) and attach no more than two flags to the property owner's building. The maximum size of any one flag shall not exceed sixty (60) square feet. Flags attached to an angled pole attached to a building shall not exceed fifteen (15) square.

These restrictions shall not affect the number of American flags displayed at any location for a period of seventy-two (72) hours encompassing any legal holiday, or any other event of a patriotic, memorial or celebratory nature as determined by federal, state, county or municipal policy.

- (3) Memorial signs or tablets erected and authorized, in writing, by the town manager.
- (4) Signs required to be maintained by law, governmental rule, order or regulation.
- (5) Nonelectrical directional signs displayed for the public, including signs which identify restrooms, freight entrances, stairs, walkways, etc., with a total surface area not exceeding three (3) square feet per sign.
- (6) Home number/nameplate signs, restricted to not more than one sign for each principal building or use on a premises and not exceeding three (3) square feet in surface area, and shall show only the numerical address designation on the premises upon which such sign is maintained.
- (7) Nonelectrical instructional signs, with a total surface area not exceeding one square foot per sign, and not more than five (5) signs per commercial or multifamily residential parcel.
- (8) Temporary signs as set forth in section 23-9.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-4. Permit—Issuance.

- (a) Provided the provisions of this chapter have first been complied with, and the signs or advertising structures do not violate any of the terms conditions or provisions of this chapter, or any law or ordinance, the building department, or some other person so designated by the town manager, shall issue a permit for such sign or advertising structure, retaining a copy thereof for the records. Construction of the sign or sign structure shall be completed within ninety (90) days of issuance of the permit or the permit will expire.
- (b) Permits for signs shall be on a form as promulgated by the building department and shall only be required for permanent signs. The application form and associated submission materials shall include the following:
- (1) The type of sign and/or sign structure as set forth in this Code.
- (2) The street address of the premises upon which the sign and/or sign structure is to be located along with identification of where on said premises the sign will be located. If there is no street address, another suitable method of identifying the location shall be provided.
- (3) The area per sign face and the aggregate area of the sign and/or sign structure.
- (4) The name and address of the owner or other person in control or possession of the real property upon which the sign or sign structure is to be located.

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- (5) Written consent of the owner, or his/her designated agent, granting permission for the construction, operation, maintenance, or displaying of the sign and/or sign structure.
 - (6) Two (2) copies of a blueprint, sketch, blue line print, or similar presentation, drawn to scale and dimensioned, showing elevations of the sign as proposed and its relationship to other existing or proposed signs or sign structures in the area. In the case of a free-standing sign, the representation shall include a sketch site plan showing the location of the sign.
 - (7) Appropriate exhibits showing the proposed location of the sign with respect to nearby structures and vegetation.
 - (8) A sign contractor shall provide a signed certificate stating that the sign and/or sign structure meets wind loading to withstand a pressure of fifty (50) pounds per square foot.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-5. Permitted signs.

- (a) *Generally.* Signs are permitted only along the road frontage unless otherwise indicated.
- (b) *All zoning districts.*
 - (1) In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and not exceed three (3) square feet in size. Each sign may be illuminated or non-illuminated as determined by the owner and police department. A permit is required.
- (c) *All zoning districts.*
 - (1) *Temporary signs.* Shall be as set forth in section 23-9.
 - (2) *Permanent signs:*
 - a. One permanent single-faced or double-faced sign not to exceed ten (10) square feet per face may be permitted. Such sign must be illuminated, but not with intermittent or colored lights or animation. The building official shall review the sign application and a permit is then required. A permit fee shall be charged and will be based upon the construction cost of the sign. The sign may be erected on a base not to exceed one foot six (6) inches in height. The base shall not exceed the dimensions of the sign by more than one foot in any direction. Any person seeking to place a sign in the FDOT right-of-way must obtain written FDOT approval prior to permit issuance by the town.
 - b. A street address sign readily visible from the street is required. Installation of this street address sign is a condition for issuing the certificate of occupancy. No permit is required.
 - c. In the case of intracoastal property, one additional permanent sign identifying the development may be allowed. This additional sign may also be single-faced or double-faced, not to exceed ten (10) square feet per face. It may be illuminated, but not with intermittent or colored lights or animation. A permit is required.
 - d. Tow away signs conforming to state statutes are allowed on private property.
 - e. Whenever a sign requires a permit and is allowed within a setback area, easement, or right-of-way, the person erecting the sign shall be required to execute an agreement with the town.
 - f. *Garishness:* The overall effect of the lettering, configuration or color of a sign shall not be garish. "Garish" signs are those that are too bright or gaudy, showy, glaring, and/or cheaply brilliant or

involving excessive ornamentation. Garish signs are not in harmony with and are not compatible with the building or adjacent surroundings.

- g. *Traffic safety*: No sign shall be located in such a manner that it will become a hazard to automotive or pedestrian traffic nor shall any sign or lighting of a sign be so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.
- h. *Illumination*: Signs may be illuminated directly or indirectly unless specifically prohibited elsewhere in this chapter. In residential zoning districts, all illumination shall be shielded so that the light is not directed toward adjacent residentially zoned property.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 15-003, § 3, 5-5-15; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-6. Prohibited signs.

All other signs not permitted in section 23-5 are prohibited, with the exception of signs erected by a public authority for public purposes and temporary signs as permitted by section 23-9. The placement of public purpose signs by a public authority on the grounds of town hall may be approved at the discretion of the town manager. Prohibited signs include, but are not limited to the following:

- (a) Banners.
- (b) Wind signs.
- (c) Off-premise signs.
- (d) Roof signs.
- (e) Snipe signs.
- (f) Traffic confusion signs.
- (g) Vehicular signs.
- (h) Commercial signs in public rights-of-way.
- (i) Intermittent lighting, animation, moving or rotating signs.
- (j) Noise-producing signs (a sign producing noise or sounds).
- (k) Obscene signs.
- (l) Smoke or odor-producing signs (a sign producing or emitting smoke, vapor, particles, or odor).

In addition to the foregoing, any sign not provided for, or expressly permitted by this chapter is also prohibited.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-7. Enforcement and penalties.

- (a) A permanent sign erected without obtaining a building permit shall be removed within five (5) working days from the date of a written notice from the building department or other person so designated by the town manager. If the sign is not removed by the end of the fifth day, or if there are any other violations of this ordinance, enforcement proceedings will be initiated pursuant to section 2-100, enforcement procedure, or the code enforcement board, as set forth in article V of chapter 2 of the Code of Ordinances.

-
- (b) For those signs that do not require a permit and are temporary in nature the town finds that, in view of the inexpensive nature of these signs and the administrative burden which would be imposed by elaborate procedural prerequisites prior to removal, any procedure other than summary removal of these signs when unlawfully erected and maintained would defeat the purpose of regulating such signs. The town manager is hereby authorized to remove such signs when unlawfully erected and maintained, subject to the provisions contained below:
- (1) After removal of a sign pursuant to this section, a notice will be sent, either by hand-delivery or by first-class postage, prepaid, to the occupant of the property from which the sign was removed, and if the sign identifies a party other than the occupant of the property, the party so identified. The notice shall advise that the sign has been removed and shall state that the sign may be retrieved within thirty (30) days of the date of the notice, and that, if the sign is not retrieved within thirty (30) days, it will be disposed of by the town.
 - (2) The town shall dispose of all unclaimed signs after the expiration of the thirty-day period.
- (Ord. No. 14-006, § 2, 7-1-14)

Sec. 23-8. Appeals.

If a sign permit application is denied by the building official. The board of adjustment and appeals shall hear and decide appeals where it is alleged there is error in any order, interpretation, requirement, decision, or determination made by the building official in the administration or enforcement of this chapter. A request for appeal must be filed with the town clerk within ten (10) business days of the date of the matter being appealed.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 15-003, § 4, 5-5-15; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-9. Temporary signs.

- (a) *Scope.* Notwithstanding anything to the contrary in the Town's code of ordinances, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- (b) *Findings of fact.* The town commission finds that the location and maintenance of temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the Town as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The town commission further finds that the regulation of temporary signs within the Town is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.
- (c) *Purpose and intent.* It is the purpose of this section to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations in this section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the town commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential, coastal and character of the Town, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of constitutional rights while achieving the Town's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent

properties, the surrounding natural coastal environment, historic district and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Town and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:

- (1) Encourage the effective use of signs as a means of communication in the Town;
 - (2) Maintain and enhance the aesthetic environment and the town's ability to attract sources of economic development and growth;
 - (3) Improve pedestrian and traffic safety;
 - (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
 - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
 - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
 - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the town;
 - (10) Protect property values by precluding to the maximum extent possible temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
 - (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (d) *Criteria required for temporary signs.* The criteria for temporary signs are set forth in the table below. A temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the sign is located.

Temporary Signs Design Standards and Limitations

ZONING DISTRICTS	RE,RS, RML,RMM,RMH
Maximum Number of Signs Per Parcel ¹	4
Maximum Sign Area ²	4 sf.
Sign Height Maximum for a Freestanding Sign ³	5 ft.
Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)	15 ft.
Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign ⁴)	10 ft.
Aggregate Maximum of Surface Area Allocated for All Sign Messages ⁵	32 sf.

¹ The number of temporary commercial signs per parcel shall be no more than two (2).

² The square footage limitation is per side for a back-to-back sign. For example, a six (6) square foot limitation means that there is a limit of six (6) square feet of surface area per side of a back-to-back sign, and an aggregate limit of twelve (12) square feet is allowed if the sign is a back-to-back temporary sign.

³ Not applicable to signs displayed on flagpoles.

⁴Not applicable to signs displayed on flagpoles.

⁵There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The aggregate maximum of surface area allowed is subject to the other limitations or circumstances that may reduce the aggregate maximum of surface area that can be allocated.

- (e) *Prohibition of temporary signs on public property.* Other than government signs displaying government speech, temporary signs on public property and public rights of way are prohibited unless otherwise allowed within the code of ordinances.
 - (f) *Duration for display of temporary sign.* If a temporary sign pertains to an event, the temporary sign shall be removed within and by no later than three (3) days after the event is concluded.
 - (g) *Display of temporary sign requires permission of real property owner.* A temporary sign on any parcel shall not be maintained if the placement of the same does not have the permission of the owner of the real property.
 - (h) *A temporary sign may not display any lighting and must remain static.* A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
 - (i) *A temporary sign may not incorporate fluorescent color or exhibit fluorescence.* A temporary sign may not incorporate fluorescent color or exhibit fluorescence.
 - (j) *A temporary sign may not obstruct a permanent sign or the vision between pedestrians and vehicles.* A temporary sign may not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and may not obstruct the vision between pedestrians and vehicles using the public right-of-way, including but not restricted to, those meeting intersection visibility requirements.
 - (l) *A temporary sign may display multiple messages.* A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.
 - (m) *A temporary sign is not subject to permitting.* A temporary sign does not require a permit from the town.
- (Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-10. Non-commercial message.

Notwithstanding anything contained in this chapter to the contrary, any sign erected pursuant to the provisions of this chapter may, at the option of the applicant, contain either a non-commercial message unrelated to the business located on the premises where the sign is erected or a commercial message related to the business and located on the business premises. The non-commercial message may occupy the entire sign face or portion thereof. The sign face may be changed from commercial to non-commercial messages as frequently as desired by the owner of the sign, provided that the size and design criteria conform to the applicable portions of this chapter, the sign is allowed by this chapter, the sign conforms to the requirements of the zoning designation and the appropriate permits are obtained. Noncommercial copy may be substituted for commercial copy wherever commercial copy appears. For the purposes of this chapter, non-commercial messages, by their very nature, shall never be deemed off-premises.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-11. Severability.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the following sections of this chapter: section 23-5 and section 23-11.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

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.

a steady and positive trajectory.

C. Discussion on increasing the maximum square footage requirements, etc. for permanent signs.

Mayor Moore read the title of this item.

Town Planner Ingrid Allen provided extensive background on the sign ordinance discussion, which originated from a November 2025 public comment by Villa Magna condominium requesting larger replacement signs. The Planning Board reviewed various considerations including appropriate sign standards, size relationships to building scale, color and illumination requirements, safety considerations, and appeals processes.

The Planning Board recommended increasing sign sizes using Boca Raton's code as reference, allowing variance procedures for dimensional requirements, and implementing universal rules across all condominiums with criteria that signs fit the overall property aesthetic.

Mayor Moore proposed following the Planning Board's direction by adopting 32 square feet as the maximum size for all three sign categories (currently 10, 10, and 3 square feet), noting this would accommodate Villa Magna's 24 square foot request while providing consistency. She also recommended adding an appeals process.

Commissioner Stern expressed support for size increases but cautioned against simply copying Boca Raton's ordinance without careful review of all provisions. Vice Mayor Stern wished the Planning Board had provided more specific recommendations rather than general guidance to follow Boca Raton's approach.

Commissioner Goldberg raised questions about measurement standards, particularly for monument-style signs, and suggested establishing a maximum limit for appeals to prevent excessive variance requests. Town Attorney Rubin clarified the difference between variance procedures (requiring hardship standards) and appeals processes, with the Commission preferring an appeals process going first to the Planning Board, then to the Commission.

The discussion addressed concerns about existing nonconforming signs, which would be allowed to remain but must comply with new standards if destroyed or completely replaced.

MOTION: Moore/Chudnofsky – A motion was made and seconded for staff to draft an ordinance to increase the maximum area size to be 32 square feet for each of the three scenarios we have and to add a process for appeal where it goes to the Planning Board first and then to the Town Commission for the ultimate decision. Upon roll call: Mayor Moore (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Vice Mayor Stern (Yes). The motion passed unanimously on a 5 to 0 vote.

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 reviews and proposes any edits to 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 a 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:

A. Approval of Meeting Minutes

May 12, 2026 Town Commission Meeting Minutes

June 16, 2026 Town Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: May 12, 2026
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

Town Commission led the Pledge of Allegiance to the United State of America.

4. INVOCATION

None.

5. APPROVAL OF THE AGENDA

The agenda was approved as presented.

MOTION: Goldberg/Stern - A motion was made and seconded to approve the agenda as presented. The motion passed unanimously, 5 to 0.

6. PRESENTATIONS / PROCLAMATIONS

A. Palm Beach County Commission on Ethics Presentation by Rhonda Giger, General Counsel

General Counsel Geiger, representing the Palm Beach County Commission on Ethics, reminded the Town Commission and staff that the Commission on Ethics is available to answer questions, conduct live training, and issue advisory opinions. She

emphasized that the Commission on Ethics goal is preventative rather than punitive, noting that they would rather answer questions in advance than conduct investigations after the fact. She encouraged officials to reach out proactively and offered to schedule live training sessions. The Town Commission raised no questions.

B. National Safe Boating Week Proclamation

Mayor Moore presented the proclamation recognizing March 16 through March 22, 2026 as National Safe Boating Week. Flotilla Staff Officer for Marine Safety Gregory Boan and Flotilla Commander Kirsten Stanley of the U.S. Coast Guard Auxiliary accepted the proclamation.

C. Resolution No. 2026-006

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 Financial Advisory Board; and providing for an effective date.

Applicant: Mase Tamse

Mayor Moore read the title of Resolution No. 2026-006 followed by Town Commission interview of Applicant Mase Tamse. Mr. Tamse spoke about his professional background and interest in serving on the Financial Advisory Board.

MOTION: Goldberg/Stern - A motion was made and seconded to approve Resolution No. 2026-006. The motion passed unanimously, 5 to 0.

D. Building Safety Month Proclamation

Mayor Moore presented the proclamation recognizing the month of May as Building Safety Month. Officer Manager Carol Holland accepted the proclamation on behalf of the Building Department.

E. National Emergency Medical Services Week Proclamation

Mayor Moore presented the proclamation recognizing May 17 through May 23, 2026 as National Emergency Medical Services Week. Assistant Fire Chief Michael Benoit accepted the proclamation on behalf of the Fire Rescue Department.

F. National Police Week Proclamation

Mayor Moore presented the proclamation recognizing the week of May 11 through May 17, 2026 as National Police Week. Chief of Police Craig Hartmann accepted the proclamation on behalf of the Police Department.

G. Memorial Day Proclamation

Mayor Moore presented the proclamation recognizing May 25, 2026, as Memorial Day.

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

There were no comments from the public.

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

March 03, 2026 Town Commission Meeting Minutes

April 07, 2026 Town Commission Meeting Minutes

MOTION: Goldberg/Stern - A motion was made and seconded to approve the Consent Agenda as presented. The motion passed unanimously, 5 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

Katerina Jaddaoui, Administrative Assistant/Permit Technician, reported that there have been no significant changes since last month's report. The program continues to maintain a steady and positive trajectory.

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

A. Discussion of Chapter 6, Article IV: Seawall and Oceanfront Development and Coastal Construction Control Line (CCCL) Standards.

Town Manager Labadie and Building Official Remas introduced this item, explaining that while reviewing a development application, staff identified problematic provisions buried within the seawall section of Chapter 6 of the Town Code (Section 6-127-D, "Protection of the Ocean Ridge") that contained an absolute prohibition against any structure being constructed east of the Coastal Construction Control Line (CCCL), with no variance mechanism. In addition, the section established a 120-foot ridge protection zone prohibiting disturbance within 120 feet of the vegetation line that lowered the ocean ridge below 18 feet in elevation.

Building Official Remas explained that the CCCL was first established in Florida in 1979 and was updated for Palm Beach County in 1997, at which point the state moved the line westward. This movement rendered a significant number of oceanfront

properties—including single-family homes, condominiums, and beach club facilities—partially or entirely east of the CCCL, making them technically unbuildable under the current Chapter 6 language. The conflict is compounded by the fact that Chapter 6 contains a supersession clause stating that, where conflicts arise with other code sections, Chapter 6 controls. As a result, the more permissive language already presented in the zoning code's Chapter 30—which defers to Florida Department of Environmental Protection (FDEP) approval—cannot be utilized.

Building Official Remas further noted that the FDEP regularly approves construction on these properties, placing property owners in a bind: FDEP grants permits, but the Town is obligated by its own ordinance to deny building permits. It was also noted that FDEP's armoring rules do not currently allow the installation of new seawalls unless an existing structure is in imminent danger of collapse, further complicating attempts to bring properties into compliance.

A secondary concern was identified regarding breakaway walls. Many oceanfront structures are built with garages below base flood elevation, which FEMA rules require to be enclosed with breakaway walls designed to fail during storm surge. While this protects structural integrity, it also means that storm surge can erode the dune and pass directly through to State Road A1A, compromising the dune system's protective function. Town Manager Labadie flagged this as a longer-term issue warranting separate attention, while the more immediate priority was to address the buildability conflict.

Commissioner Chudnofsky inquired how neighboring municipalities had handled this issue. Staff indicated that most municipalities simply defer to FDEP approval.

Town Attorney Rubin noted the legal exposure associated with the current ordinance: denying all use of a property constitutes a taking under Florida law, going beyond the Bert J. Harris, Jr., Private Property Rights Protection Act.

The Town Commission discussed the appropriate path forward. Mayor Moore summarized the consensus view: the quickest resolution is to align Chapter 6 with Chapter 30 so that FDEP approval serves as the controlling standard, while the breakaway wall/dune protection issue should be addressed as a longer-term project given its complexity and potential conflict with Senate Bill 180, which prohibits more restrictive local regulations until August 2027.

There was a consensus to direct staff to refer the Chapter 6 and Chapter 30 alignment to the Planning Board for review and recommendation, with all due diligence and a focus on aligning the two chapters followed by a motion.

MOTION: Goldberg/Stern - A motion was made and seconded to direct staff to move this item to the Planning Board with a focus on Chapter 6 and 30. Roll call vote: Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed on a 5 to 0 vote.

Town Commission subsequently asked whether the referral would affect any currently pending stipulation agreement; Town Manager Labadie confirmed it would not, as such matters revert to the ordinances in effect at the time the agreement was initiated.

B. Discussion of potential Automated External Defibrillator (AED) regulations within multiple family developments.

Town Manager Labadie explained history behind presenting this item to the Town Commission today.

Commissioner Chudnofsky presented this item, advocating for expanded AED availability in high-rise residential buildings, similar to an ordinance recently adopted by the City of Delray Beach requiring AEDs on every other floor in buildings of five or more stories, and is very supportive of this approach. He highlighted the success of the Town-supported CPR and AED training program, which had drawn several hundred participants, including residents ranging from their mid-fifties to 90 years of age.

Town Commission raised the following concerns: the importance of not applying a broad-brush approach, noting that buildings vary significantly in size, occupancy levels, and seasonal residency; and personal liability for individuals who use an AED in an emergency. Town Attorney Rubin indicated that Florida's Good Samaritan statute generally provides immunity from liability when acting without gross negligence, though he offered to research the matter further.

Town Commission further noted that the unit configurations of certain buildings—such as properties with only two units per floor and private elevator access—may not lend themselves to a floor-by-floor AED placement requirement and suggested that any ordinance be carefully drafted to account for building categories and sizes.

Fire Chief Joseph addressed the Town Commission, strongly recommending broad AED availability and CPR training throughout the community. He noted that 90 percent of the department's calls are medical in nature, and that statistically, an AED is most likely to be needed for a family member or cohabitant rather than a neighbor. He further indicated he would be willing to pursue grant funding for AED acquisition and that annual maintenance requirements are minimal. While personally an advocate for community-wide AED deployment, Fire Chief Joseph expressed reluctance to support mandates, favoring strong recommendation and education instead.

The Town Commission reached consensus to continue the discussion at a future meeting with public input and directed the Town Attorney to further research the liability question as it pertains to both individual Good Samaritans and condominium association boards.

Attorney Rubin explained that Florida does have a good Samaritan act.

- C. Approve the award of the bid and authorize the Mayor to execute a contract with CMM Roofing, Inc. for roof replacement in the amount of \$626,000.00, in accordance with Invitation to Bid No. 26-001: Library Roof Replacement. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #27-002.).

1. Resolution No. 2026-007

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

Skender Coma, Senior Management Analyst, presented this item followed by Town Commission discussion regarding the roof replacement, cost, contingency provisions, and the selection process.

MOTION: Goldberg/Peter - A motion was made and seconded to award the bid and authorize the Mayor to execute a contract with CMM Roofing, Inc. Roll call vote: 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.

MOTION: Goldberg/Peters - A motion was made and seconded to approve Resolution No. 2026-007. Roll call vote: Commissioner Goldberg (Yes); Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

D. Updated Five Year Financial Forecast

David DiLena, Financial Consultant and Town Manager Labadie presented the Town's updated Five Year Financial Forecast covering all four funds: the General Fund, Building Fund, Water Fund, and Sewer Fund. The presentation incorporated historical data from the prior three fiscal years, estimated fiscal year 2026 year-end figures, and projections through fiscal year 2031. Compounded annual growth rates were used to smooth year-over-year fluctuations and provide a long-range planning perspective.

Additionally, in anticipation of potential state legislation requiring municipalities to model a 10 percent budget reduction, Mr. DiLena and Mr. Labadie presented an analysis of what such a reduction would entail. The analysis concluded that the only viable path to achieving a 10 percent reduction without eliminating all non-public-safety staff would be to increase the millage rate by approximately 2 mills, from the current 3.5875 to approximately 5.5 mills.

Regarding elimination of homestead property tax, they also presented the impact of proposed state legislation that would eliminate ad valorem taxation on homestead property. It demonstrates a projected shortfall of approximately \$5 million annually. After eliminating all non-public-safety general fund expenditures, the Town would still be \$3 million short and would have no viable path to fiscal sustainability without a significant millage increase. It was noted that as more property owners homestead their properties in response to the exemption, the taxable base would erode further over time, exacerbating the structural imbalance.

E. Consideration to approve and authorize the Town Manager to purchase two 2026 Ford Explorers in an amount not to exceed \$86,319.50 for the Fire-Rescue Department.

Town Manager Labadie presented this item followed by a motion.

MOTION: Goldberg/Peters - A motion was made and seconded to authorize the purchase of the two vehicles for the Fire-Rescue Department. The motion passed unanimously, 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky commended David DiLena for the five year financial forecast presentation and thanked Assistant Finance Director Suzie Matthews for her contribution.

Commissioner Judith M. Goldberg reflected on the proclamations presented at the meeting. She announced that she would be joining the Board of Directors of the Palm Beach League of Cities, with her oath to be administered at the installation banquet on May 27, 2026.

Commissioner Donald Peters reminded the public of the upcoming Memorial Day observance on May 25 and urged residents to remember those who gave their lives in service to the nation. He also reminded the community that turtle nesting season is underway and asked residents to keep lights low near the beach.

Vice Mayor David Stern requested that Town Manager Labadie prioritize the electric bicycle and micro-mobility ordinance discussion, noting that the issue continues to grow in prominence in the news. Town Manager Labadie confirmed that the item is scheduled for the June meeting and that staff have preliminary work ready to present.

Mayor Natasha Moore had no comments.

13. TOWN ATTORNEY'S REPORT

Town Attorney had nothing to report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie reported that the Town is transitioning to a new payroll system, which will result in cost savings and provide a more robust platform. He also reported that the internal work group is preparing to begin formal negotiations with Local 5504 over the summer, with a target completion date of October. Town Manager Labadie indicated he would be participating in the June 2 meeting remotely via Zoom.

15. ANNOUNCEMENTS

Mayor Moore read the announcements.

Board Vacancies

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

Financial Advisory Board One (1) vacancy for a three-year term ending April 2027

Natural Resources Preservation Advisory Board One (1) Vacancy for an unexpired term ending April 2027

Meetings and Events

May 12, 2026 1:00 P.M. Special Magistrate Hearing **(Canceled)**

May 14, 2026 9:30 A.M. Planning Board Regular Meeting

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

The Commission voted to cancel the previously scheduled June 2, 2026 Town Commission Meeting, as there were insufficient agenda items to warrant the meeting and key members were unavailable.

MOTION: Goldberg/Peters – A motion was made and seconded to cancel the June 2, 2026 Town Commission Meeting. The motion Passed unanimously.

Board Action Report

None.

16. ADJOURNMENT

There being no further business the meeting adjourned at 4:12 P.M.

APPROVED: July 16, 2026, Town Commission Meeting.

Signed Minutes on file in the
Town Clerk's Office

ATTEST:

Natasha Moore, Mayor

Lanelda Gaskins, MMC
Town Clerk

07/14/2026

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/>.



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: June 16, 2026
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

There were no changes to the agenda.

MOTION: Goldberg/Stern - A motion was made and seconded to approve the agenda as presented. The motion passed unanimously, 5 to 0.

6. PRESENTATIONS / PROCLAMATIONS

A. Gertrude Kosovsky Day Proclamation

Mayor Moore presented a proclamation honoring Gertrude Kosovsky on the occasion of her 103rd birthday, celebrated on May 16, 2026. The Town Commission formally proclaimed May 16, 2026 as Gertrude Kosovsky Day and

extended heartfelt wishes for her continued health and happiness. Ms. Kosovsky and her son Peter Kovsky accepted the proclamation.

B. Cam Milani's Requests for Amendments to Settlement Agreement

Mr. Cam Milani appeared before the Town Commission to present three separate requests related to a long-standing settlement agreement between the Milani family and the Town, originally entered into in 1995.

Request 1 - Height Variance (West Side / Villa Development): He requested that the Commission grant an exception to the current settlement agreement to allow the westside townhouse development along A1A to match current Highland Beach building height standards.

Request 2 – Extension of Time (West Side / Property Boundary Dispute): He requested a five-year extension to the settlement agreement on the west side to allow time to resolve a recently discovered property boundary dispute with neighboring Boca Highlands over approximately 20 feet of land.

Request 3 – Extension of Time (East Side / Residential Property): Lastly, he requested a 10-year extension to the settlement agreement with respect to the east side oceanfront residential property currently occupied by his mother, Ms. Milani.

Town Commission discussions ensued regarding this matter.

Town Manager Labadie reminded the Commission that any modification to the settlement agreement must preserve the public interest, consistent with the process under Florida Statute Chapter 163.3225, and cautioned that modifications without demonstrable public benefit would be open to legal challenge.

Mayor Moore opened public comments.

Five members of the public spoke in opposition to the requests.

Being no further comments, public comments were closed.

By consensus, the Town Commission declined all three requests and determined that the settlement agreement would remain in effect without modification.

Town Clerk Gaskins noted that the Town had received 29 emails of which 26 were opposed to this matter.

C. 2026 Hurricane Preparedness Presentation by Fire Chief Glenn Joseph

Fire Chief Glenn Joseph presented an overview of hurricane preparedness for the 2026 season, which runs from June 1 through November 30. The National Weather Service projected a lighter-than-normal season; however, Chief Joseph

emphasized that three major storms were still anticipated and that residents should prepare for the worst. He noted that recent years have seen a shift in fatalities from wind events to water-related events, including storm surge, freshwater flooding, and rip currents.

Chief Joseph reminded residents that Highland Beach is located in an evacuation zone requiring mandatory evacuation for Category 2 storms and above, at which point police, fire, and utility services would be suspended. He strongly encouraged residents to make advance plans for evacuation accommodation, especially for those with special needs or pets, as the Town's ability to transport residents at the last minute would be limited. He advised residents to register in advance through the Community Connect and Code Red systems and to utilize the updated 2026 Hurricane Guide available at the Town Clerk's office and on the Town's website.

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

David Newman provided comments.

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

A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 23, "Signs and Advertising," of the Town Code of Ordinances by amending Section 23-5, "Permitted Signs," to increase the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 32 square feet and by amending Section 23-8, "Appeals," to provide an appeal process for granting an increase in the maximum square footage of a permanent sign; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

Town Planner Allen presented this item noting the proposed ordinance had been reviewed by the Planning Board twice and the Town Commission twice prior to this reading.

The proposed ordinance as drafted would increase the maximum square footage of permanent signs from 10 square feet to 32 square feet, increase ingress and egress signs from 3 square feet to 32 square feet, and establish an appeal process through the Board of Adjustment and Appeals, with final authority resting with the Town Commission, for signs seeking approval beyond the standard maximum up to 72 square feet.

Town Commission discussions ensued regarding the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 32 square feet. During discussion, Commissioner Peters raised concern that setting ingress and egress signs at the same 32-square-foot maximum as permanent identification signs was disproportionate, as such large directional signs could obstruct sight lines at driveways. Town Manager Labadie noted that the Florida Department of Transportation (FDOT) controls signage within the A1A right-of-way and that as a practical matter, sight triangle requirements would constrain the actual size of ingress/egress signs regardless of the maximum code.

The Town Commission reached consensus that the ingress and egress sign maximum should be reduced to 12 square feet followed by a motion.

MOTION: Goldberg/Peters – A motion was made and seconded to approve the Proposed Ordinance subject to reducing the egress/ingress signs from 32 square feet to 12 square feet. The motion passed unanimously, 5 to 0.

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.)

None.

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

- A. **Approve and authorize staff to purchase and install a new Carrier chiller for the 3616 Building HVAC system from Carrier in the amount of \$110,034.25 utilizing the OMNIA Partners Cooperative Purchasing Contract No. 159051. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-003).**

Skender Coma, Senior Management Analyst, was present to answer questions; however, the Town Commission had none.

MOTION: Goldberg/Stern - A motion was made and seconded to approve and authorize staff to purchase and install a new Carrier chiller. Upon Roll Call: Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed on a 5 to 0 vote.

- B. Approve the award of the bid and authorize the Mayor to execute a contract with LaPorta Contracting, LLC, Inc. for replacement of windows in the amount of \$78,365.24, in accordance with Invitation to Bid No. 26-002: Water Treatment Plant/Building Department with an option to replace Town Hall windows. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-011 and 27-006.).**

Skender Coma, Senior Management Analyst, presented the results of Invitation to Bid No. 26-002 for replacement of windows at the Water Treatment Plant/Building Department, with an option to replace Town Hall windows.

MOTION: Goldberg/Stern - A motion was made and seconded to approve the award of the bid and authorize the Mayor to execute a contract with LaPorta Contracting, LLC, Inc. Upon Roll Call: Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed on a 5 to 0 vote.

C. Resolution No. 2026-008

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-024 to revise Exhibit "B" of the Fiscal Year 2025-2026 Schedule of Fees establishing fees and charges for town services; providing for conflicts; providing for severability; and providing for an effective date.

Building Official Jeff Remas presented Resolution No. 2026-008, amending Resolution No. 2025-024 to revise Exhibit "B" of the FY 2025-2026 Schedule of Fees. The revisions were necessitated by House Bill 803, which requires that inspection fees do not exceed the municipality's actual cost and that private providers receive a minimum discount commensurate with the services they perform.

MOTION: Goldberg/Stern – A motion was made and seconded to approve Resolution No. 2026-008. The motion passed unanimously, 5 to 0.

- D. Introduction of potential a Proposed Ordinance regarding regulation of e-bikes within the Town, specifically along the State Road A1A shared use path.**

Town Attorney Rubin introduced a draft ordinance that would prohibit the operation of motorized devices, including e-bikes, on sidewalks and the A1A shared use path within the Town, with standard exemptions for people with disabilities and public safety personnel. He noted that the primary regulatory challenge lies within the Florida Department of Transportation (FDOT) right-of-way, where the Town would need FDOT's concurrence to post signage and effectively enforce any ban.

Town Attorney Rubin also summarized a proposed Palm Beach County ordinance—not yet adopted—that would impose countywide e-bike regulations including safety and age requirements, with an opt-out provision for municipalities.

Commissioner Chudnofsky noted increased concern about golf carts on A1A with children as passengers and no helmets. Commissioner Peters inquired whether state law required directional travel in a specific lane. Commissioner Stern referenced newly enacted state legislation effective July 1 that would prohibit Class 3 e-bikes on shared use paths and establish warning requirements when passing pedestrians, which could be enforced by local police even within the FDOT right-of-way as a law of typical application.

The Town Commission reached consensus to direct staff and the Town Attorney Rubin to initiate communication with FDOT regarding jurisdictional authority and signage requirements as a prerequisite to formal adoption of any ordinance, while continuing to develop the draft.

E. Preliminary Fiscal Year 2027 Operating Budget Presentation

Town Manager Labadie and David DiLena, Financial Consultant presented the preliminary fiscal year 2027 Operating Budget, noting the presentation represented approximately 75 percent completion, with outstanding items including pension rates, health insurance renewals, and property insurance renewals anticipated in July and August. The presentation reviewed all major funds including the General Fund, Building Fund, Water Fund, and Sewer Fund. The General Fund was noted as financially sound. Town Manager Labadie indicated he intended to bring forward a formal policy framework for commission-level "commitments" of unassigned funds to provide greater clarity and protect against characterization of excessive reserves.

A portion of the discussion addressed the proposed Florida constitutional amendment on the November 2026 ballot that would increase the homestead exemption from \$50,000 to \$150,000 in the first year and to \$250,000 in the second year. Town Manager Labadie estimated this would result in a revenue reduction of approximately \$1 million in FY 2028 and \$1.7 million in FY 2029. He expressed greater concern about companion general law provisions in the proposed amendment that would transfer authority over municipal spending priorities and millage rate governance from the local level to the state legislature. He noted that under already-enacted legislation (SB 4), maintaining the current millage rate of 3.5875, which exceeds 110 percent of the rollback rate of 3.1889—would require a unanimous vote of all five commissioners beginning with the current budget cycle.

The Town's strong financial position and conservative long-term planning placed it in a better position than most municipalities to manage the projected revenue impacts but cautioned that the general law provisions of the proposed

amendment could create unpredictable future constraints on local spending authority beyond the Commission's control.

Town Attorney Rubin clarified that while the Town may not expend public funds to advocate for or against the ballot measure, it may host informational forums and publish factual information on the Town's website.

12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky remarked that the meeting was productive and expressed appreciation for the strong community engagement, particularly the near-unanimous public response to the Milani settlement agreement.

Commissioner Judith M. Goldberg noted that while the preliminary budget figures were more optimistic than anticipated, the potential full impact of the proposed constitutional amendment and associated general law provisions remained a serious long-term concern.

Commissioner Donald Peters made no comments.

Vice Mayor David Stern had no comments.

Mayor Natasha Moore had no comments.

13. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had no report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie provided brief updates on two matters: the traffic signal at Linton Boulevard and A1A, which is under FDOT and City of Delray Beach jurisdiction managed by the county; and the seasonal sargassum seaweed accumulation on the beach, which he noted is tracked by Florida universities and is an environmental condition that must be managed through regular raking with no means of interception at sea.

15. ANNOUNCEMENTS

Mayor Moore read the announcements.

Board Vacancies

Code Enforcement Board	One (1) vacancy for a three-year term
Financial Advisory Board	One (1) vacancy for a three-year term ending April 2027

Natural Resources Preservation Advisory Board One (1) Vacancy for an
unexpired term ending April 2027

Meetings and Events

June 19, 2026 **Closed in observance of Juneteenth Day**
July 03, 2026 **Closed in observance of Independence Day**
July 09, 2026 9:30 A.M. Planning Board Regular Meeting
July 14, 2026 1:30 P.M. Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 5:05 P.M.

APPROVED: July 16, 2026, Town Commission Meeting.

Signed Minutes on file in the
Town Clerk's Office

ATTEST:

Natasha Moore, Mayor

07/14/2026

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:

B. Approve the ratification of the Town Manager's execution of the Professional Services Agreement with EM Pearls LLC, through Jeniel Parmar, MD, PhD, for Medical Director, Laboratory Director, and Technical Consultant services.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE July 14, 2026

SUBMITTED BY: Town Manager's Office

SUBJECT: Ratification of Town Manager's Signature on Medical Director Contract

The Town of Highland Beach, through its Fire Rescue Department, provides basic life support and advanced life support emergency medical services. Florida law requires providers of these services to employ or contract with a qualified Medical Director to provide the necessary medical oversight, supervision, protocols, quality assurance, and professional direction of emergency medical technicians and paramedics.

In addition, the Fire Rescue Department operates a moderate-complexity laboratory that requires qualified Laboratory Director and Technical Consultant oversight in accordance with applicable federal and state requirements.

The Town's existing contractual arrangements for these required professional services were expiring. To ensure uninterrupted medical and laboratory oversight and continuity of Fire Rescue operations, the Town entered into a new Professional Services Agreement with EM Pearls LLC, through Jeniel Parmar, MD, PhD. The agreement became effective July 1, 2026, immediately replacing the expiring contracts.

Dr. Parmar is a licensed emergency medicine physician and possesses the qualifications necessary to serve as the Town's Medical Director, Laboratory Director, and Technical Consultant. Dr. Parmar previously served as our Assistant Medical Director with the current Medical Director, Dr. Cohen, stepping aside for retirement. Under the agreement, Dr. Parmar is responsible for the medical performance and oversight of the Town's Emergency Medical Technicians and Paramedics, development and review of medical protocols, quality assurance, training, consultation, and overall medical direction of the Town's emergency medical services system. The agreement also assigns responsibility for the operation and regulatory compliance of the Town's laboratory.

The agreement provides for an initial three-year term commencing July 1, 2026, with one additional automatic three-year renewal unless terminated earlier in accordance with the agreement. Either party may terminate the agreement for any reason upon sixty days' written notice.

The total annual compensation under the agreement is \$55,000, consisting of:

-
- \$40,000 annually for Medical Director services; and
 - \$15,000 annually for Laboratory Director and Technical Consultant services.

Beginning July 1, 2027, the annual compensation is subject to a five percent cost-of-living increase for each year the agreement remains in effect. Funding for these services is included in the Town's adopted budget.

ATTACHMENTS:

Professional Services Agreement with EM Pearls LLC, through Jeniel Parmar, MD, PhD, for Medical Director, Laboratory Director, and Technical Consultant services.

RECOMMENDATION:

Staff recommends that the Town Commission ratify the Town Manager's execution of the Professional Services Agreement with EM Pearls LLC, through Jeniel Parmar, MD, PhD, for Medical Director, Laboratory Director, and Technical Consultant services, effective July 1, 2026.

PROFESSIONAL SERVICES AGREEMENT
(Medical Director and Laboratory Director and Technical Consultant Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on this 30 day of June, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation ("TOWN") and **EM Pearls LLC**, a Florida limited liability company, of which Jeniel Pamar, MD, PhD is the authorized member ("PHYSICIAN").

RECITALS

WHEREAS, the TOWN, through its Fire Rescue Department, operates basic life support and advanced life support services; and

WHEREAS, Section 401.265 Florida Statutes, requires each basic life support service transportation or advanced life support service to employ or contract with a Medical Director as created in Section 401.265, Florida Statutes; and

WHEREAS, Jeniel Parmar, MD, PhD, the authorized member of EM Pearls, LLC, is a licensed emergency medicine physician as defined in Section 401.23(19), Florida Statutes, and possesses the education and experience qualifications for a Laboratory Director and Technical Consultant in a moderate complexity laboratory, as established by CLIA Regulations (Sections 493.1405 and 493.1411); and

WHEREAS, the TOWN wishes to enter into a non-exclusive agreement for the provision of Medical Director and Laboratory Director and Technical Consultant Services by PHYSICIAN to the TOWN (the "Services"); and

WHEREAS, PHYSICIAN represents that he is qualified to perform the duties and responsibilities of a Medical Director and Laboratory Director and Technical Consultant and is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the TOWN and PHYSICIAN agree as follows:

ARTICLE 1. EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be July 1, 2026. The term of this Agreement shall be for a three-year period commencing on the effective date. The Agreement shall be automatically renewed for one additional three (3) year period, unless terminated earlier by either party as provided in Article 14 herein.

ARTICLE 2. DESIGNATION AND SERVICES TO BE PERFORMED BY PHYSICIAN

PHYSICIAN shall serve as the Medical Director and the Laboratory Director and Technical Consultant for the TOWN's emergency medical services system during the term of this Agreement. As such, PHYSICIAN warrants and agrees that he shall perform the services as specifically stated in this Agreement, which shall include the Scope of Services (Attachment A, attached hereto and incorporated herein) and as may be specifically designated and additionally authorized by the TOWN. In performing the Services under this Agreement, PHYSICIAN shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and PHYSICIAN shall, at TOWN's request and at no additional cost to the TOWN, re-perform Services which fail to satisfy the foregoing standard of care.

ARTICLE 3. CONTINGENCY

This Agreement is contingent on Jeniel Parmar, MD, PhD, being at all times a licensed physician pursuant to Florida law and Board Certified in the State of Florida in emergency medicine.

ARTICLE 4. INDEPENDENT CONTRACTOR

PHYSICIAN undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods and manner of performance. PHYSICIAN shall not at any time and in any event be considered an employee of the TOWN. PHYSICIAN shall not receive any TOWN benefits, stipends or privileges afforded to TOWN employees, including, but not limited to, health insurance benefits, paid vacations, or other benefits typical of an employment relationship.

ARTICLE 5. COMPLIANCE WITH LAWS

In performance of the Medical Director and Laboratory Director and Technical Consultant services required under the AGREEMENT, PHYSICIAN shall comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. PHYSICIAN shall comply with the notice requirement of Section 458.348(1), Florida Statutes, as may be amended from time to time, and all other requirements for a Medical Director, Laboratory Director, and Technical Consultant.

Failure by PHYSICIAN to comply with the laws referenced herein shall constitute a breach of this AGREEMENT and the TOWN shall have the discretion to unilaterally terminate this AGREEMENT based thereon.

ARTICLE 6. RESPONSIBILITIES OF PHYSICIAN

PHYSICIAN shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day that this Agreement is in effect.

PHYSICIAN shall be directly responsible for the medical performance of Emergency Medical Technicians and Paramedics functioning for the Fire Rescue Services Department of the TOWN and shall have full authority to direct and supervise their medical activities. PHYSICIAN shall give necessary instructions to, and interview and consult with, the EMTs and Paramedics and supervise and arrange such in-service instructional sessions or promulgate such rules and directives, as may be necessary to assure that all medical services performed by EMTs and Paramedics are in accordance with proper medical standards and procedures. Additionally, PHYSICIAN shall assume full responsibility for the overall operation of the laboratory, ensuring strict compliance with all applicable regulations.

PHYSICIAN shall be responsible directly to the Fire Chief of the TOWN; provided, however, that nothing herein shall in any way authorize any limitations or restrictions by the TOWN or the Fire Chief on the professional acts and advice of PHYSICIAN. It is recognized that PHYSICIAN may otherwise be fully employed as a practicing physician, and nothing herein shall limit or otherwise restrict PHYSICIAN'S right to continue such employment and practice, consistent with this Agreement.

PHYSICIAN shall have the authority to permit or prohibit any emergency medical technician or paramedic employed by the TOWN to perform basic life support or advanced life support patient services in accordance with applicable law. PHYSICIAN shall notify in writing the Fire Chief or the Fire Chief's designee of the PHYSICIAN's prohibition of a TOWN employee to perform basic life support or advanced

life support patient services within twenty-four (24) hours of the PHYSICIAN's prohibition of a TOWN employee to perform basic life support or advanced life support patient services.

ARTICLE 7. RESPONSIBILITIES OF THE TOWN

The TOWN's Fire Rescue Services Department, through the office of the Fire Chief, shall cooperate with PHYSICIAN to the greatest possible extent in the delivery of competent emergency medical care, including implementation of the policies established by PHYSICIAN.

The TOWN's Fire Rescue Services Department will provide administrative and secretarial support to PHYSICIAN through the office of the Fire Chief. Suitable office space shall also be provided for PHYSICIAN at the Fire Rescue Services Department administration offices, as needed.

ARTICLE 8. COMPENSATION

The TOWN shall pay PHYSICIAN in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 9. INSURANCE

During the performance of the Services under this Agreement, PHYSICIAN shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

BUSINESS AUTOMOBILE LIABILITY

PHYSICIAN shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

WORKER'S COMPENSATION

If required by law, PHYSICIAN shall procure and maintain during the term of this Agreement, Worker's Compensation Insurance and provide to the TOWN a certificate of Worker's Compensation Insurance, meeting all state and federal laws, including employer's liability with a reputable insurance company authorized to issue insurance policies in the State of Florida, in compliance with all state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws.

SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire Agreement period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, PHYSICIAN shall notify the TOWN within (5) business days with written notice of such to the Finance Department by fax to 561-276-9829.

The TOWN shall provide and maintain professional liability/malpractice insurance for PHYSICIAN during the term of this Agreement, insuring PHYSICIAN against liability arising out of the acts or omissions of PHYSICIAN while providing Medical Director and Laboratory Director and Technical Consultant Services to the TOWN. The professional liability/medical malpractice insurance provided by the TOWN shall have minimum coverage limits of \$1,000,000 per claim and \$3,000,000 in the aggregate.

All renewal or replacement certificates of insurance specific to the Agreement shall be forwarded to the TOWN's Finance Department. Original certificates to be sent attention of the TOWN, Chief Fire Rescue Services, unless notified otherwise.

ARTICLE 10. TRAVEL

Subject to the TOWN Fire Chief's approval and subject to the TOWN's budget and appropriation and the availability of funds, the TOWN may reimburse PHYSICIAN for travel expenses for PHYSICIAN to attend professional conferences and competitions pertaining to the TOWN's provision of emergency medical services. Such travel expenses shall not exceed \$2,500 per year.

ARTICLE 11. CONFIDENTIALITY; RETURN OF INFORMATION; RECORDS COMPLIANCE

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by PHYSICIAN under this Agreement shall be made available to any individual or organization by PHYSICIAN without prior written approval of the TOWN. The parties recognize and acknowledge, however, that this Agreement is subject to Florida's Public Records Law, §§119.01, *et. seq.*, Florida Statutes, including the provisions of Florida Statute §119.0701(2)(a)-(d), as amended from time to time. PHYSICIAN shall take all reasonably prudent and appropriate steps to safeguard TOWN's information (in both hard copy and electronic form).

ARTICLE 12. PUBLIC RECORDS

PHYSICIAN 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:

- (1) Keep and maintain public records required by the TOWN to perform the service.
- (2) 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.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if PHYSICIAN does not transfer the records to the TOWN.
- (4) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of PHYSICIAN or keep and maintain public records required by the TOWN to perform the service. If PHYSICIAN transfers all public records to the TOWN upon completion of the Agreement, PHYSICIAN shall destroy any duplicate public records that are exempt or confidential. If PHYSICIAN keeps and maintains public records upon completion of the Agreement, PHYSICIAN 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 PHYSICIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PHYSICIAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION TOWN CLERK, 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.

ARTICLE 13. CONFLICTS OF INTEREST

PHYSICIAN represents that it will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this Agreement. PHYSICIAN further agrees that it shall promptly notify the TOWN in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence PHYSICIAN's judgment or the quality of the Services performed under this Agreement. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that PHYSICIAN wishes to undertake and request the TOWN's response as to whether the association, interest, or circumstance would, in the opinion of the TOWN, constitute a conflict of interest if entered into by PHYSICIAN. TOWN agrees to notify PHYSICIAN of its opinion within thirty (30) days of receipt of notification by PHYSICIAN. If, in the opinion of the TOWN, the prospective business association, interest, or circumstance would not constitute a conflict of interest by PHYSICIAN, the TOWN shall so state in its response.

ARTICLE 14. TERMINATION OF AGREEMENT

Either party may terminate this Agreement or any extension or renewal of this Agreement for any reason at any time by providing sixty (60) days' prior written notice of termination to the other party. The TOWN may, in the TOWN's sole discretion, terminate this Agreement immediately or upon such notification the TOWN deems appropriate in the TOWN's sole discretion, by giving written notice to the PHYSICIAN of the termination in the event of any one or more of the following:

- (a) PHYSICIAN's license to practice medicine in any state where PHYSICIAN holds such a license is suspended or revoked, or PHYSICIAN is placed on probation, reprimanded, fined, or has his medical practice privileges restricted by any state or governing authority;
- (b) PHYSICIAN is charged with, or indicted or informed against or arrested for or, convicted of, any felony or misdemeanor;
- (c) PHYSICIAN is found, in connection with his service as a physician, Medical Director, or Laboratory Director for any emergency medical services system, to have committed negligence or gross negligence or recklessness or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal;
- (d) Any insurance coverage required by this Agreement is not maintained or is not maintained at the required level or is canceled.

If any medical malpractice action or proceeding in connection with the PHYSICIAN'S service as a Medical and Laboratory Director and Technical Consultant for any emergency medical services system is initiated against PHYSICIAN, whether such action or proceeding arises out of events occurring prior to or after the

effective date of this Agreement, then PHYSICIAN shall, within five (5) calendar days after PHYSICIAN is informed of such action or proceeding, provide the TOWN with written notice of such action or proceeding

ARTICLE 15. INDEMNIFICATION

With the exception of claims for medical malpractice for which the TOWN provides insurance pursuant to the Agreement, PHYSICIAN shall indemnify and hold harmless the TOWN and the TOWN's officers, employees, and agents, from and against all claims, damages, judgments, losses, and expenses, including but not limited to reasonable attorney's fees, to the extent that they may arise out of, or be occasioned by, any negligent, reckless, or intentional act or omission of PHYSICIAN or any other persons employed or utilized by PHYSICIAN in the performance of this Agreement. The TOWN shall indemnify and hold harmless PHYSICIAN from and against all claims, damages, judgments, losses, and expenses, including but not limited to reasonable attorney's fees, to the extent that they may arise out of, or be occasioned by, any negligent, reckless, or intentional act or omission of the TOWN, its officers, employees, and agents, related to the TOWN's provision of emergency medical services.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the TOWN to enforce this Indemnification Clause shall be borne by PHYSICIAN, and any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by PHYSICIAN to enforce this Indemnification Clause shall be borne by the TOWN. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

Nothing contained in this provision or in the Agreement shall be construed or interpreted as consent by the TOWN to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Neither party shall be liable to the other for any special, incidental, or consequential damages of any kind whether or not caused by the other party's negligence even if the parties have been advised of the possibility of such damages.

The indemnification provisions herein shall be limited to the levels of insurance provided pursuant to Article 9 for PHYSICIAN and shall be limited to the statutory limits for liability set forth in Section 768.28, Florida Statutes, for the TOWN.

ARTICLE 16. UNCONTROLLABLE FORCES

Neither the TOWN nor PHYSICIAN shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable

force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17. GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. BY ENTERING INTO THIS AGREEMENT, PHYSICIAN AND THE TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

ARTICLE 18. MISCELLANEOUS

18.1 Nonwaiver

A waiver by either the TOWN or PHYSICIAN of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void or voidable provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.3 Political Campaigns

During the term of this Agreement, neither PHYSICIAN nor any employee or associate shall be involved in any political campaign for TOWN elective office, nor make financial contribution to any such campaign.

18.4 Scrutinized Companies

A. PHYSICIAN 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 Agreement at its sole option if PHYSICIAN or any of its subcontractors are found to have submitted a false certification; or if PHYSICIAN or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. PHYSICIAN agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. PHYSICIAN agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this Agreement, including any and all renewals. PHYSICIAN agrees that if it or any of its subcontractors' status changes in regard to any certification herein, PHYSICIAN shall immediately notify the TOWN of the same. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

C. In the event the TOWN determines, using credible information available to the public, that PHYSICIAN has submitted a false certification or PHYSICIAN is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the TOWN may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief against PHYSICIAN, pursuant to Section 287.135, Florida Statutes. In addition, the TOWN may pursue any and all other legal remedies against PHYSICIAN.

D. PHYSICIAN shall not seek damages, fees, or costs against the TOWN in the event the TOWN terminates the Agreement pursuant to this provision.

ARTICLE 19. INTEGRATION AND MODIFICATION

This Agreement is adopted by the TOWN and PHYSICIAN as a final and complete statement of the terms of the Agreement between the TOWN and PHYSICIAN. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the TOWN and PHYSICIAN pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the TOWN and PHYSICIAN.

ARTICLE 20. SUCCESSORS AND ASSIGNS

The TOWN and PHYSICIAN each bind itself and its director, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement. Any assignment, sale, pledge, or conveyance of this contract by PHYSICIAN must be previously approved in writing by the TOWN, whose consent may be reasonably withheld. The TOWN and PHYSICIAN each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as set forth above, neither the TOWN nor PHYSICIAN shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and PHYSICIAN.

ARTICLE 21. CONTINGENT FEES

PHYSICIAN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PHYSICIAN to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for PHYSICIAN, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 22. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the TOWN:

Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

As to PHYSICIAN:

EM Pearls, LLC
292 N.W. 64th Street
Boca Raton, FL 33487
Attn: Jeniel Parmar, MD, PhD

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of PHYSICIAN and TOWN.

ARTICLE 23. EXECUTION OF DOCUMENTS

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this Agreement or any amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

ARTICLE 24. TAXES

PHYSICIAN shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to PHYSICIAN under the terms of this Agreement. PHYSICIAN hereby agrees to indemnify and hold the TOWN harmless from any claims, losses, costs, penalties, fees, liabilities, damages, or injuries suffered by the TOWN arising out of PHYSICIAN's failure with respect to their obligations in this paragraph.

ARTICLE 25. AVAILABILITY OF FUNDS

The obligations of the TOWN under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by TOWN.

ARTICLE 26. ACCESS AND AUDITS

PHYSICIAN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Agreement. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at PHYSICIAN's place of business. In no circumstances will PHYSICIAN be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 27. PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the AGREEMENT, PHYSICIAN certifies that he, his affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by

the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

ARTICLE 28. PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this AGREEMENT may be subject to investigation and/or audit by the Palm Beach County Inspector General. PHYSICIAN should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

ARTICLE 29. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, PHYSICIAN shall:

- (1) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (2) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (3) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- (4) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (5) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (6) Be aware that if the TOWN terminates this Agreement under Section 448.095(2)(c), Florida Statutes, PHYSICIAN may not be awarded a public contract for at least one year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the Agreement.

ARTICLE 30. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES.

PHYSICIAN, by signing this Agreement as set forth below, attests that PHYSICIAN does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

[Remainder of page blank – signatures on next page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Medical Director and Laboratory Director and Technical Consultant Services) as of the day and year set forth above.

TOWN OF HIGHLAND BEACH, FLORIDA

By: 
Marshall Labadie, Town Manager

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

EM PEARLS LLC

By: 
Jeniel Parmar, MD, PhD
Authorized Member

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jeniel Parmar, MD, PhD, as authorized member of EM Pears, LLC, a Florida limited liability company, who is personally known to me or who has produced the following _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

PHYSICIAN shall provide all services as set forth in Chapter 64J, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. PHYSICIAN shall provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both parties, relating to the provision of emergency medical services. Such duties include, but are not limited to:

1. Supervise and accept responsibility for the medical performance of the TOWN's Emergency Medical Technicians and Paramedics functioning for the pre-hospital emergency and medical preventative health care services system of the Fire Rescue Services Department and of the TOWN and assist with the development and implementation of Municipal E.M.S. System performance standards, medical protocols, as well as quality assurance standards and revisions thereto.
2. Advise, consult, train, and counsel the TOWN staff providing emergency medical services for the TOWN and oversee the provision of emergency medical services for the TOWN, including appropriate quality assurance.
3. Provide liaison services as required and requested between the Fire Rescue Services Department of the TOWN and any educational, governmental, or medical agency or institution relating to the provision of Emergency Medical Services.
4. Provide medical supervision and may directly authorize the use of an automatic or semi-automatic defibrillator by First Responders serving in the Police Department who meet the requirements of Section 401.2915, Florida Statutes.
5. Retain the ultimate authority to permit any Paramedic or EMT to utilize advanced life support, basic life support, patient assessment, patient stabilization, as well as health care screening and preventative health care techniques.
6. Supervise and assume responsibility for the medical performance of the Emergency Medical Technicians (EMTs) and Paramedics functioning for the Fire Rescue Services Department in the field of medical screening, preventative health care, and community health and wellness programs administered by the TOWN.
7. Develop and revise medically correct standing orders and protocols pursuant to Section 64J-1.004(4), Florida Administrative Code, as may be amended or revised, to reflect the current standard of care for patients.
8. Review the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the Town.
9. Pursuant to Section 64J-1.004(4), Florida Administrative Code, as may be amended or revised, develop, and implement a patient care quality assurance system to assess the medical performance of paramedics and emergency medical technicians. PHYSICIAN shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his supervision in accordance with the provisions of Section 401.265(2), Florida Statutes, as may be amended or revised.

10. Conduct periodic review sessions with Fire Rescue Services Department personnel regarding medical management of individual medical rescue cases. PHYSICIAN shall conduct in-station education and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics.
11. In concert with the Fire Chief, establish a routine monthly meeting for the purposes of medical consultation, planning, education, and quality assurance.
12. Regularly review medical rescue reports prepared by Fire Rescue Services Department emergency medical technicians and paramedics and review all problem cases as necessary or medically appropriate.
13. Assist, and make recommendations to the Fire Chief and other TOWN personnel, regarding planning for emergency medical services, ambulance transportation policies, deployment of vehicles, distribution of resources, personnel matters, emergency medical technician training, paramedic training, utilization of medical facilities, hospital supplies, medical equipment, medications, narcotics, emergency medical services billing and reimbursement systems, and recovery of costs associated with the TOWN's emergency medical services system.
14. Conduct an annual review of medical rescue services via a report to the TOWN's Fire Chief (assessing the overall quality of services delivered by the TOWN's Fire Rescue Services Department's Emergency Medical Services, emergency medical technicians, and paramedics).
15. Participate in and testify as a witness in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as may be requested by the Fire Chief or by the Fire Chief's designee or by the TOWN Manager or TOWN Attorney, in connection with any matter related to or that may affect the TOWN's provision of emergency medical services or pre-hospital medical care, and regarding any matter pursuant to subpoena or court order.
16. Assume full responsibility for the overall operation and administration of the laboratory, ensuring strict compliance with all applicable regulations, including, but not limited to direct oversight of quality assurance programs; proficiency testing enrollment and review; maintenance of comprehensive procedural manuals; and the ongoing assessment of personnel competency.

EXHIBIT B

COMPENSATION FOR SERVICES

In consideration for the Medical Director services provided by PHYSICIAN to the TOWN, PHYSICIAN shall be paid an annual sum of \$40,000.00 per year during the term of this Agreement, payable on a monthly basis. In consideration for the Laboratory Director and Technical Consultant services provided by PHYSICIAN to the TOWN, PHYSICIAN shall be paid an annual sum of \$15,000.00 per year during the term of this Agreement, payable on a monthly basis. The total annual compensation for all Services provided pursuant to this Agreement shall be \$55,000.00. For each year this Agreement is in effect (commencing July 1, 2027), PHYSICIAN shall receive a cost of living increase in the amount of annual compensation of five percent (5%).

The TOWN shall not reimburse PHYSICIAN for any business expenses including, but not limited to, travel, mileage, hotel, office supplies or equipment, or other costs of doing business relating to the Services contemplated herein, with the exception of approved travel expenses authorized by the Fire Chief pursuant to Article 10 of the Agreement.

File Attachments for Item:

A. Resolution No. 2026-009

A Resolution of the Town Commission of the Town of Highland Beach, Florida, setting the proposed not to exceed millage rate pursuant to Section 200.065(2)(B), Florida Statutes, and setting the date, time and place at which a public hearing will be held to consider the proposed millage rate and tentative budget.



RESOLUTION NO. 2026-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, SETTING THE PROPOSED NOT TO EXCEED MILLAGE RATE PURSUANT TO SECTION 200.065(2)(B), FLORIDA STATUTES, AND SETTING THE DATE, TIME AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET

WHEREAS, Section 200.065, Florida Statutes, commonly known as the “Truth in Millage” or “TRIM” Act, provides that each taxing authority shall advise the Property Appraiser of its proposed millage rate, of its current rolled back rate, and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate and tentative budget.

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

Section 1. The foregoing “WHEREAS” clause is ratified and confirmed as being true and correct and is incorporated in this Resolution.

Section 2. The proposed not to exceed tax millage rate of the Town of Highland Beach for Fiscal Year 2027 shall be:

Operating Millage:	3.4227
Debt Service Millage:	<u>0.1648</u>
Total Proposed not to exceed Millage Rate:	3.5875

Section 3. The Operating Millage rolled-back rate for Fiscal Year 2027 is 3.2780 mills. As defined in Section 200.065, Florida Statutes, the “rolled-back rate” is that certain millage rate which, exclusive of: new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation which increased the assessed value of such improvements by at least 100 percent, property added due to geographic boundary changes, total taxable value of tangible personal property within the jurisdiction in excess of 115 percent of the previous year’s total taxable value, and any dedicated increment value, will provide the same ad valorem revenue as was levied during the prior year less the amount, if any, paid or applied as a consequence of an obligation measured by the dedicated increment value.

Section 4. The date, time, and place of the public hearing to consider the proposed millage rate and tentative budget shall be as follows:

Date of the First Hearing: Tuesday, September 10, 2026
Time of Hearing: 5:01 P.M.
Place: Highland Beach
3618 South Ocean Boulevard
Highland Beach, Florida 33487

Section 5. This Resolution shall be in full force and effect immediately upon passage and adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **14th** day of **JULY** 2026.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. 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

File Attachments for Item:

B. Approve and authorize the Chief of Police to execute an agreement with Axon Enterprise, Inc. in the total amount of \$109,500.00 over a five-year period for the purchase of license plate recognition (LPR) camera systems to enhance public safety and security efforts.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE July 14, 2026
SUBMITTED BY: Chief Craig Hartmann
SUBJECT: Axon LPR Camera Contract Agreement

SUMMARY:

License Plate Recognition camera systems are utilized to support the safety and security efforts for the Town. Our current LPR cameras are the Flock system, which was approved a \$127,300 five-year contract agreement in 2023.

As a result of service and operational concerns, the Flock contract agreement is being canceled and replaced with Axon LPR camera systems to support the safety and security efforts of the Town. Axon is currently the provider for the police department's body worn cameras, in -car video cameras, evidence and drone software and FUSES, which is the system that integrates and consolidates all of our technology and allows us to share and receive information and intelligence.

The budgeted annual Flock contract payment (with live cameras) of \$28,900 will be replaced with the annual Axon contract payment of \$27,400.

FISCAL IMPACT:

This is a 5-year contract agreement with AXON for a total cost of \$109,500, to be paid out over the 5-year period at \$27,400.00 a year.

The Agreement was reviewed by the Town Attorney's Office for legal sufficiency.

ATTACHMENTS:

AXON Contract Agreement

RECOMMENDATION:

Staff recommend the Commission approve the contract agreement with Axon.



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-841084-46149JO

Issued: 05/07/2026

Quote Expiration: 04/30/2026

Estimated Contract Start Date: 07/01/2026

Account Number: 164271

Payment Terms: N30

Mode of Delivery: AUTO-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
Joseph O'Malley Phone: Email: jomalley@axon.com Fax:	Craig Hartmann Phone: (561) 266-5800 Email: chartmann@highlandbeach.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$109,492.88
ESTIMATED TOTAL W/ TAX	\$109,492.88

Discount Summary

Average Savings Per Year	\$16,758.42
TOTAL SAVINGS	\$83,792.08

Payment Summary

Date	Subtotal	Tax	Total
Jun 2027	\$27,373.22	\$0.00	\$27,373.22
Jun 2028	\$27,373.22	\$0.00	\$27,373.22
Jun 2029	\$27,373.22	\$0.00	\$27,373.22
Jun 2030	\$27,373.22	\$0.00	\$27,373.22
Total	\$109,492.88	\$0.00	\$109,492.88

Quote Unbundled Price:	\$193,287.60
Quote List Price:	\$140,545.20
Quote Subtotal:	\$109,492.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00076	OUTPOST TAP PLAN	8	60	\$359.08	\$249.20	\$199.36	\$95,692.88	\$0.00	\$95,692.88
A la Carte Hardware									
102654	AXON OUTPOST - POLE - MASH	4			\$2,100.00	\$1,050.00	\$4,200.00	\$0.00	\$4,200.00
A la Carte Software									
ProLicense	Pro License Bundle	1	60		\$48.82	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	8	49		\$1,200.00	\$1,200.00	\$9,600.00	\$0.00	\$9,600.00
Total							\$109,492.88	\$0.00	\$109,492.88

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OUTPOST TAP PLAN	102032	AXON OUTPOST - CAMERA	8	1	06/01/2026
OUTPOST TAP PLAN	102488	AXON OUTPOST - SOLAR PANEL - 100W	8	1	06/01/2026
OUTPOST TAP PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	8	1	06/01/2026
OUTPOST TAP PLAN	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	8	1	06/01/2026
OUTPOST TAP PLAN	102552	AXON OUTPOST - POLE - STANDARD	4	1	06/01/2026
OUTPOST TAP PLAN	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	8	1	06/01/2026
A la Carte	102654	AXON OUTPOST - POLE - MASH	4	1	06/01/2026
OUTPOST TAP PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	8	1	06/01/2031
OUTPOST TAP PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	8	1	06/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OUTPOST TAP PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	8	07/01/2026	06/30/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	07/01/2026	06/30/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	07/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
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Services

Bundle	Item	Description	QTY
OUTPOST TAP PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	8
OUTPOST TAP PLAN	102143	AXON OUTPOST - UPGRADE INSTALLATION	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OUTPOST TAP PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	8	07/01/2026	06/30/2031
OUTPOST TAP PLAN	102137	AXON OUTPOST - MAINTENANCE	8	07/01/2026	06/30/2031
A la Carte	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	8	06/01/2027	06/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3614 S Ocean Blvd	Highland Beach	FL	33487-3393	USA

Payment Details

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102654	AXON OUTPOST - POLE - MASH	4	\$1,050.00	\$0.00	\$1,050.00
Year 2	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	8	\$2,400.00	\$0.00	\$2,400.00
Year 2	B00076	OUTPOST TAP PLAN	8	\$23,923.22	\$0.00	\$23,923.22
Year 2	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$27,373.22	\$0.00	\$27,373.22

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102654	AXON OUTPOST - POLE - MASH	4	\$1,050.00	\$0.00	\$1,050.00
Year 3	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	8	\$2,400.00	\$0.00	\$2,400.00
Year 3	B00076	OUTPOST TAP PLAN	8	\$23,923.22	\$0.00	\$23,923.22
Year 3	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$27,373.22	\$0.00	\$27,373.22

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102654	AXON OUTPOST - POLE - MASH	4	\$1,050.00	\$0.00	\$1,050.00
Year 4	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	8	\$2,400.00	\$0.00	\$2,400.00
Year 4	B00076	OUTPOST TAP PLAN	8	\$23,923.22	\$0.00	\$23,923.22
Year 4	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$27,373.22	\$0.00	\$27,373.22

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102654	AXON OUTPOST - POLE - MASH	4	\$1,050.00	\$0.00	\$1,050.00
Year 5	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	8	\$2,400.00	\$0.00	\$2,400.00
Year 5	B00076	OUTPOST TAP PLAN	8	\$23,923.22	\$0.00	\$23,923.22
Year 5	ProLicense	Pro License Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$27,373.22	\$0.00	\$27,373.22

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

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

5/7/2026



File Attachments for Item:

C. Approve the Award for Invitation to Bid (ITB) and authorize the Mayor to execute a contract with Heica Construction Corp for the Police Department Expansion project in the amount of \$583,993.00, in accordance with Invitation to Bid No. 26-003. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-003.)



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE July 14, 2026

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: Award ITB and Execute Agreement
ITB No. 26-003: Police Station Expansion

SUMMARY:

The Town issued ITB No. 26-003 on 5/13/2026 to expand the police station into the old post office, remodel existing police station interior space, and renovate the westward facing exterior landscape and hardscape of Town Hall. On 6/26/2026, Town staff received and unsealed six (6) bids. After reviewing submitted bid documents and references, Heica Construction Corp. was determined to be the lowest responsible and responsive bidder, with a bid price of \$583,993, excluding optional add-on furnishings.

The complete set of engineering plans are available from the Town Clerk upon request.

FISCAL IMPACT:

\$583,993 – Budgeted Funds (001-521.000-563.000)

ATTACHMENTS:

Agreement

Heica Construction Corp. Bid

ITB No. 26-003 Tabulation Sheet and Compliance Checklist

RECOMMENDATION:

Award ITB and execute agreement with Heica Construction Corp. for Police Station Expansion based on ITB No 26-003.

CONTRACT FOR POLICE STATION EXPANSION

THIS CONTRACT ("Contract") is made this _____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **Heica Construction Corp**, a Florida corporation, with its principal address at 7971 Riviera Road, Suite 215, Miramar, Florida 33023 ("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 labor and materials for the Police Department Expansion project, and the Town issued Invitation to Bid No. 26-003 regarding same; and

WHEREAS, Contractor submitted a bid response to the ITB, and the Town desires to accept Contractor's bid 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 Invitation to 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 **FIVE HUNDRED AND EIGHTY-THREE THOUSAND NINE HUNDRED AND NINETY-THREE DOLLARS AND NO CENTS (\$583,993.00)**, 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 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 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 \$500.00 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 the Police Station Expansion project (excluding furnishings).

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 fill 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 subcontractors shall be properly licensed and bondable. The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

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, including all subcontractors. 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) is otherwise 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 *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 South Ocean Boulevard
Highland Beach, FL 33487

and to Contractor as follows:

Heica Construction Corp
Attn: Jesus Luongo, President
7971 Riviera Boulevard, Suite 215
Miramar, FL 33023

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

- 10.16 *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.

- 10.17 *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.
- 10.18 *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.
- 10.19 *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.
- 10.20 *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 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.
- 10.21 *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).

- 10.22 *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.
- 10.23 *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.
- 10.24 *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.

[Remainder of page blank – signatures on next page]

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: _____
Natasha Moore, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

**CONTRACTOR:
HEICA CONSTRUCTION CORP**

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of ____, 2026, by _____, as _____ (title), of Heica Construction Corp, which is authorized to do business in the State of Florida, 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 Heica Construction Corp to the same.

Notary Public

Print Name:
My commission expires: _____

☐ Personally known or ☐ Produced Identification
Type of Identification Produced _____

EXHIBIT “A”

Town’s Bid

EXHIBIT “B”

Contractor’s Bid

The seal of Highland Beach, Florida, is a circular emblem. It features a palm tree in the center, with a sun rising behind it. The words "HIGHLAND BEACH" are written in a semi-circle at the top, and "FLORIDA" is at the bottom. The year "1949" is inscribed at the bottom of the inner circle. The seal is light blue and serves as a background for the text.

INVITATION TO BID
FOR
POLICE STATION EXPANSION
ITB No.: 26-003

ITB OPENING DATE: 6/15/2026
ITB OPENING TIME: 2:00 P.M. (LOCAL TIME)

INVITATION TO BID
FOR
POLICE STATION EXPANSION
ITB No.: 26-003

Bids must be received by 2:00 PM on 6/15/2026, in a sealed envelope clearly labeled "ITB # 26-003: POLICE STATION EXPANSION" 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 Section 2-355 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 bid, 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 Bidder or its agent shall directly or indirectly communicate with any member of the Town Commission or their staff, the Town Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract, or any member of the Selection Committee in reference to the solicitation, with the exception of the Senior Management Analyst or designee. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Bidder. 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 ITB should be directed to Skender Coma, Senior Management Analyst, E-mail: scoma@highlandbeach.us.

SCOPE OF WORK:

The Town of Highland Beach is seeking bids from qualified contractors to expand and remodel the existing Police Station and surrounding exterior area. The scope of this project includes exterior and interior demolition, construction and renovations. The exterior of this project includes demolition, asphalt saw-cutting, pavement patching, removal of thermoplastic, concrete curbing, pavement patching & repair, concrete sidewalks & patios, relocating light poles, new steps, railings & fencing, painting, ADA ramps, parking striping, concrete ramp, privacy fencing, landscaping irrigation and other miscellaneous landscaping features. Landscaping includes shrubs and trees of various sizes, accent plants, shrubs & groundcover, boulders, topsoil, and mulch. Exterior improvements may also include purchase and installation of two (2) pergolas, benches, and trash receptacles depending on availability of funds.

Interior improvements include demolition of existing interior walls, ceilings, finishes and furniture and partial and selective demolition of existing conditions to facilitate the upgrades in the locker room area. New construction includes non-structural walls, windows and doors, lockers, evidence lockers, electrical and IT connections, HVAC, ceiling tile, floor tile, carpeting, painting, and other miscellaneous upgrades.

Special considerations shall be followed regarding completing construction of an operational, secure facility. This facility is secure and construction shall be completed in such a manner to allow continuous operations while maintaining security to the standards of the Highland Beach Police Department.

The work covered by this ITB comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the expansion of the police station as described herein.

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 ITB.

MANDATORY PRE-SUBMITTAL CONFERENCE:

A mandatory Pre-Submittal Conference will be held at 10:00 AM, 5/22/2026, 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.

ITB 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: **6/15/2026, 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 are available on DemandStar.

INVITATION TO BID
FOR
POLICE STATION EXPANSION

ITB No.: 26-003

Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive bids until **6/15/2026 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 bids 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 **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 bids 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 ITB, 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,** 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.
- D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the bid shall be submitted in one sealed package clearly marked on the outside "**ITB # 26-003: POLICE STATION EXPANSION**" 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. Bidder must note their Federal I.D. number on their bid.

- F. PREPARATION OF ITB: This INVITATION TO BID (also referred to as "ITB") provides the complete set of terms and conditions, specifications and submittal forms for the required goods and/or services. The ITB and all forms referenced herein may be referred to as the Bid documents or Contract documents.

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

- ☐ Bid Form
- ☐ Bidder's Acknowledgement
- ☐ Bid Bond
- ☐ 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 submittal 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 submittal 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 the Bidder's sole responsibility to assure that its bid is complete and delivered to the proper place prior to the deadline for submittal of bids.

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 shall submit their bid on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The Bidder must state the price 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: The bid must contain an original signature of an authorized representative in the space provided on all affidavits and bid 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 ITB submittal 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: The selected 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 \$500 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 submittal procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation To Bid;

- E. Extend the ITB 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:

- A. Has 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. Has a satisfactory record of performance;
- C. Has a satisfactory record of integrity;
- D. Is qualified legally to contract within the State of Florida and the Town of Highland Beach; and
- E. Has supplied all necessary information in connection with the inquiry concerning responsibility.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to Skender Coma in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid 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 the State of Florida.

SUBCONTRACTING: If a Bidder intends to subcontract any portion of the project 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 projects 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 bid 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 a bid. 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 bid 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 bid 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 the 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 the selected Contractor'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 selected Contractor 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 selected Contractor'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 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 selected Contractor 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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, 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, bids, 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, the selected 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 the selected 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 the remedies detailed under **"NONCONFORMANCE TO CONTRACT CONDITIONS"**.

ASSIGNMENT: Any Contract or 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 the Bidder's operation pursuant to the awarded Contract and from and against all costs, attorney's fees, expenses, and liabilities incurred in and 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 the 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 and 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 selected Contractor. **(See Attachment "A" for specific requirements)**

AWARD OF CONTRACT: The lowest 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 is the most advantageous to the Town. 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. Licenses and permits shall be readily available for review by the Town. The Town's permit fee schedule is included in this ITB.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, services, etc., contained in the bid meet 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 noncompliant with 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 executed by the selected Bidder:

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 a competitive solicitation are exempt from public records disclosure until thirty (30) days after the opening of the bid unless the Town announces its intent to award sooner, in accordance with Section 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 with the selected Bidder:

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: 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(b), 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.

BID BOND/GUARANTY: Each bid must be accompanied by a bid bond in a sum of not less than five percent (5%) of the total bid. The only types of acceptable surety are: (a) a bid bond signed by a surety company authorized to do business in the State of Florida; (b) a cashier's check; or (c) a certified check drawn upon a responsible financial institution. The bid bond pledges that the successful bidder will enter into a Contract with the Town and furnish the bonds required by the Bid Documents. Should the awarded bidder refuse to enter into the Contract or fail to furnish such bonds, the amount of the bid bond shall be forfeited to the Town as liquidated damages, not as a penalty.

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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. 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, the successful Bidder shall provide the Town with a certified copy of the recorded bond(s). The Town may not execute the Contract or make any payment to successful Bidder until the Bidder 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.

LICENSING QUALIFICATIONS:

This bid will be awarded only to responsible Bidders qualified by experience and expertise to provide the work specified. All work performed under this contract must comply with Chapter 489, Florida Statutes, governing contractor licensing.

Authorized Workers Only

Every person performing work on a Town project must be either a W-2 employee of the prime contractor or a W-2 employee of a properly licensed first-tier subcontractor approved by the Town. Independent contractors (1099s), labor brokers, or unlicensed individuals may not perform any portion of the work.

Licensed Subcontractors

The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

Employee Definition

For purposes of compliance, an "employee" means a person compensated by the employer who is under its supervision and control, with FICA and withholding taxes deducted and workers' compensation coverage provided, as defined in Sections 489.103(2) and 489.503(1), Florida Statutes.

Limited Exception – Temporary Labor

Use of temporary workers is permitted only for non-licensed tasks such as general labor, site cleanup, or material handling, and only if those individuals are W-2 employees of a bona fide staffing agency. Such use must be disclosed in writing and pre-approved by the Town.

Compliance and Enforcement

The Town reserves the right to audit worker rosters and license status at any time. Violations of these requirements constitute grounds for stop-work, payment withholding, or contract termination. Unlicensed contracting is prohibited under Sections 489.127 and 489.531, Florida Statutes, and contracts entered into by unlicensed contractors are unenforceable under Section 489.128, Florida Statutes.

MINIMUM QUALIFICATIONS OF BIDDERS:

Bidders must meet the following minimum qualifications to be deemed responsive and responsible. Failure to meet any of the requirements set forth in this section may result in the bid being rejected.

- A. General Contractor's License
- B. The bidder must be in business for the last five (5) years under the same name.
- C. The bidder must demonstrate successful completion of at least (5) projects within the past seven (7) years that are similar in scope, size, and complexity to the work described in this ITB.

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**INVITATION TO BID
FOR
POLICE STATION EXPANSION
ITB No.: 26-003**

SCOPE OF WORK:

General

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These directions have equal force and weight with the specifications and strict compliance is required with all of 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 identify such a product within the bid 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 bid submitted.

Scope of Work

The Town of Highland Beach is seeking bids from qualified contractors to expand and remodel the existing Police Station and surrounding exterior area. The scope of this project includes exterior and interior demolition, construction and renovations. The exterior of this project includes demolition, asphalt saw-cutting, pavement patching, removal of thermoplastic, concrete curbing, pavement patching & repair, concrete sidewalks & patios, relocating light poles, new steps, railings & fencing, painting, ADA ramps, parking striping, concrete ramp, privacy fencing, landscaping irrigation and other miscellaneous landscaping features. Landscaping includes shrubs and trees of various sizes, accent plants, shrubs & groundcover, boulders, topsoil, and mulch. Exterior improvements may also include purchase and installation of two (2) pergolas, benches, and trash receptacles depending on availability of funds.

Interior improvements include demolition of existing interior walls, ceilings, finishes and furniture. Partial and selective demolition of existing conditions to facilitate the upgrades in the locker room area. New construction includes non-structural walls, windows and doors, lockers, evidence lockers, electrical and IT connections, HVAC, ceiling tile, floor tile, carpeting, painting, and other miscellaneous upgrades.

Special considerations shall be followed regarding completing construction of an operational, secure facility. This facility is secure and construction shall be completed in such a manner to allow continuous operations while maintaining security to the standards of the Highland Beach Police Department.

The work covered by this ITB comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the expansion of the police station as described herein.

Contractor Responsibility

- The awarded Contractor(s) shall provide all supervision, labor, tools, and materials to complete all services as required per the bid specifications.
- The awarded Contractor(s) will be responsible for ensuring that all employees comply, at all times, with Terms, Conditions, and Specifications outlined in these bid specifications.
- The awarded Contractor(s) shall provide and ensure the wearing of protective clothing, masks, ear and eye protection, etc., as required by all applicable laws, regulations, ordinances, and/or manufacturer's instructions for materials and equipment.
- The awarded Contractor(s) is responsible to educate and provide all safety training and personal protection equipment for all of their personnel including following OSHA Regulations.
- The awarded 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.

PERMITS, FEES, AND LICENSING REQUIREMENTS:

- A. The awarded Contractor shall procure all Town of Highland Beach permits required for any part of the Contractor's work. 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 awarded 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 awarded Contractor must hold a properly classified Business Tax Registration (BTR) for the work they are engaging in.

RESPONSIBILITY FOR MATERIALS:

The awarded Contractor shall be held responsible for any materials, equipment and work to the full amount of all payments made thereon, and the Contractor 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:

The awarded 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, the awarded 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 neither 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:

The awarded Contractor shall provide Town, the 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:

The awarded 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.

The awarded 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 awarded Contractor 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 (1) year after completion of work. The warranty period shall commence upon date of acceptance, inspection, and approval by a Town Representative only. If the Contractor is notified in writing of a deficiency in the work provided within one year from completion of the work, the vendor shall, at the Town's option, re-perform the work in question at no additional cost to the Town or refund the original charges for the work

in question to the Town, including the difference in cost if any, to re-perform the work if completed by another contractor.

OMISSIONS IN SPECIFICATIONS:

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

NO LIEN RIGHTS:

The awarded Contractor and any subcontractor utilized by the Contractor shall have no lien rights regarding any property owned by the Town or otherwise.

PRE-CONSTRUCTION CONFERENCE:

The awarded Contractor shall schedule a preconstruction conference with the Town a minimum of fifteen (15) business days in advance of commencing construction.

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INVITATION TO BID
FOR
POLICE STATION EXPANSION
ITB No.: 26-003
PERMIT FEE SCHEDULE

EXHIBIT "B"

TOWN OF HIGHLAND BEACH
BUILDING AND LAND DEVELOPMENT
SCHEDULE OF FEES
EFFECTIVE 10/01/2025 – 09/30/2026

V. BUILDING DEPARTMENT

- a. All building permit fees shall be based upon the value of the work to be performed. The "value of work" shall be determined in accordance with Section 109 of the Town's Administrative Amendments to the Florida Building Code.
- b. The minimum building permit fee shall be \$100.
- c. **Building permit fees** shall be calculated per each \$1,000 of valuation or portion thereof for each trade (building, plumbing, mechanical, or electrical) or for each specialty (pools, fire suppression, alarm, or security systems, etc.). Those fees are as follows:
 - i. \$22.00 per \$1,000 or portion thereof of value up to \$500,000.
 - ii. \$17.50 per \$1,000 or portion thereof of value above \$500,000.

Note: For permits issued for properties within the Town of Gulf Stream, 5% of the collected fees will be allocated to the Town of Gulf Stream for administrative services.
- d. **Private Provider** rates per F.S. 553.791 & F.S. 553(2)(b)
 - i. Private Provider inspections only -8% of (c) only.
 - ii. Private Provider plan review only -10% of (c) only.
 - iii. Private Provider inspections & plan review -18% of (c) only.
- e. **Sales Trailer Permit Fee:** The fee for sales trailers shall be \$500 per trailer, shall include all sub-trade inspections, and shall expire after six (6) months. The permit may be renewed for additional six (6) month increments upon payment of an additional fee.
- f. **Construction Trailer Permit Fee:** The fee for a construction trailer shall be \$250 and shall include all sub-trade inspections.
- g. **Contractor Registration:** All contractors working in the Town of Highland Beach must be registered with the Building Department. Registration requires the submission of basic information about the contractor, including a government-issued photo ID, along with proof of valid licenses and insurance, and a local county business tax receipt. Contractors must hold a valid license issued by the State of Florida or be licensed as a contractor or registered as an installer with Palm Beach County. There is no fee for registering with the Town of Highland Beach.

h. Reinspection Fees:

- i. \$75.00 for second inspection (same item)
- ii. \$150.00 for third inspection* (same item)
- iii. \$250.00 for the fourth inspection* (same item)
- iv. \$300.00 for the fifth inspection* (same item)
* (requires the licensed qualifier to be at the site for the inspection)

i. Additional Fees:

- i. \$100.00 for fire sprinkler permits. Does not include the electrical permit.
- ii. \$50.00 per page for plans requiring additional review after the initial review
- iii. \$50.00 for change in contractor
- iv. \$100.00 flooring and/or balcony tile fee (not shower tile or pan replacement)
- v. \$20.00 for remote video inspections – RVI (elective)
- vi. \$50.00 for a portable storage unit
- vii. \$100.00 to extend permit prior to permit expiring
- viii. \$250.00 for reinstatement of expired permit (if approved by the Building Official)
- ix. Appeal of Building Code Decision: \$1,500.00
- x. Additional Highland Beach Fire Department fees may apply. Contact HBFR
- xi. Florida State Surcharges
 - a. BCAIF: 1.5% of permit fee
 - b. FBC: 1% of permit fee

j. Penalty Fees:

- i. Two and a half times (2.5X) the original permit fee, but not to exceed \$10,000, for work commenced without a permit

Approved by the Town Commission on October 7, 2020

k. Planning & Zoning Fees:

- i. Site plan: \$1,500.00
- ii. Special Exception: \$1,500.00

- iii. Comprehensive Plan Amendment: \$1,500.00
- iv. Revision to Code of Ordinances: \$1,500.00
- v. Variance: \$1,500.00
\$500.00 each additional variance
- vi. Appeal of Zoning Determination: \$1,500.00
- vii. Zoning Verification Letter: \$150.00
- viii. Hourly attorney consultation fee. Must be paid with all land development applications. \$500.00 deposit plus any costs that exceed the \$500.00
- ix. License Agreement or Unity of Title: \$1,000.00
- x. Appeal to Town Commission: \$1,500.00
- xi. Engineering Review Fee: \$500.00 plus any additional cost
- xii. Floating Vessel Platform Application Review Fee: \$150
- xiii. Short-Term Rentals registration fee. \$250.00
- xiii. Short-Term Rentals inspection fee. \$150.00
- xiv. Short-Term Rentals re-inspection fee (failure to pass initial inspection) \$75.00
- xv. Short-Term Rentals biennial renewal fee. \$150.00
- xvi. Short-Term Rentals change of agent fee. \$50.00
- xvii. Short-Term Rental penalties:
 - a. \$250.00 fine, daily per violation for the first offense;
 - b. Up to \$500.00 fine, daily, per violation for repeat offenses;
 - c. \$250.00 cost of prosecution.

Refund Policy

- *No refunds for issued permits, permits under \$200, penalty fees, surcharges, etc.*
- *No refunds on permit applications greater than 30 days old*
- *Refunds shall be 60% of the fee paid in excess of \$200.*

Cost Recovery Provision. The applicant is responsible for the cost of recovering administrative, engineering, legal review, and/or any other professional service required in conjunction with any application, including any public notice costs in excess of the minimum advertising fee, including notice costs, such as postage, etc.

INVITATION TO BID

FOR

POLICE STATION EXPANSION

ITB No.: 26-003

SUMMARY PRICE SHEET

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 required by the ITB.

Basis of Award: It is the intent of the Town to award the Bid to one Contractor 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.**

CATEGORY	COST
Demolition	\$13,181
Concrete	\$34,531
Masonry	\$12,100
Wood, Plastic, Composites	\$990
Openings	\$34,923
Finishes	\$16,368
Specialties	\$41,046
HVAC	\$87,263
Electrical	\$71,585
Technology	
Site Earthwork	\$34,885
Exterior Improvements	\$19,696
Site Improvements (Excluding Furnishings)	\$77,770
Site Utilities	\$13,200
Contingency (15%)	\$76,173
Furnishings – Optional Add On (Do not include in Total)	\$355,115
TOTAL	\$583,993
GENERAL REQUIREMENTS	\$50,282

INVITATION TO BID

FOR

POLICE STATION EXPANSION

ITB No.: 26-003

LINE ITEM DETAIL PRICE SHEET

Please download the line item detail price sheet Excel file from DemandStar and submit with bid package. Bids submitted without the line item detail will be considered incomplete.

Heira Construction Corp
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

Jesus A. Wango
PRINTED NAME

(571) 550 1747
TELEPHONE NUMBER

President
TITLE

info@heira.us
EMAIL ADDRESS

06.25.2026
DATE

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 with 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.)

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
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

ITB Title: "POLICE STATION EXPANSION"

ITB Number: 26-003

Bid Due: 6/15/2026, NO LATER THAN 2:00 P.M. (LOCAL TIME)

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

Name of Bidder:

Heica Construction Corp

Federal I.D. Number:

82-2342230

A Corporation of the State of:

Florida

Area Code:

305

Telephone Number:

842 2030

Area Code:

FAX Number:

Mailing Address:

7971 Riviera Blvd #215

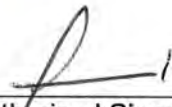
City/State/Zip:

Miramar FL 33023

Vendor Mailing Date:

E-Mail Address:

info@heica.us


Authorized Signature

BID BOND

BIDDER (Name and Address):

Heica Construction Corp
7971 Riviera Blvd. Unit 215
Miramar, FL 33023

SURETY (Name and Address and Principal Place of Business):

Palomar Casualty and Surety Company
1625 W Causeway Approach
Mandeville, LA 70471

OWNER (Name and Address):

Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

BID DUE DATE: 6/23/2026

PROJECT: ITB No. 26-003 Police Station Expansion
BOND:

BOND NUMBER: N/A

DATE (Not later than Bid due date): 6/17/2026

PENAL SUM: Five Percent of Amount Bid
(Words)

5% of amount bid
(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Heica Construction Corp (Seal)

By: [Signature] **PRESIDENT**
Signature and Title

Attest: [Signature] **Director**
Signature and Title

SURETY

Palomar Casualty and Surety Company (Seal)

By: [Signature]
Signature and Title Russell S. Stampler, Attorney-in-Fact
(Attach Power of Attorney)

Attest: As per attached power of attorney
Signature and Title



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth in the face of this Bond.

2. Default of Bidder shall occur upon failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Contract required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds or public construction bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner.

4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after

the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of the Bond. Such notices may be sent by personal delivery, commercial courier, or by United States registered or certified mail, return receipt required, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "Bid" as used herein include a bid, offer or proposal as applicable.

**PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY**

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: N/A **Principal:** Heica Construction Corp
Description: ITB No. 26-003, Police Station Expansion

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("PSIC"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("PCSC" and together with PSIC, the "Companies" or each "Company"), do hereby make, constitute, and appoint:

Warren M. Alter, David T. Satine, Jonathan A. Bursevich, and Russell S. Stampler

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.



Cullen S. Piske
President
Palomar Casualty and Surety Company

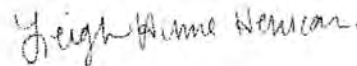


State of Louisiana
Parish of St. Tammany

On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana



Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 17th day, of June, 2026.



Angela Grant
Secretary



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 proposing 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: José A. Luongo / [Signature]
NAME - SIGNATURE

Sworn and subscribed before me by means of X physical presence or ___ online notarization
this 26 day of JUNE, 20 26

Printed Information:

José A. Luongo
NAME

President
TITLE

[Signature]
NOTARY PUBLIC, State of Florida
at Large



"OFFICIAL NOTARY SEAL" STAMP

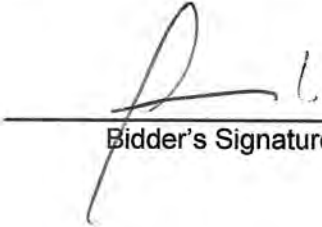
Horca Construcción Co.
COMPANY

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.

Heica Construction Corp
BIDDER NAME

By Jesus George

Title: President

Date: 06.25.2020

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

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

by Jesus Luongo / President
(print individual's name and title)

for Heica Construction
(print name of entity submitting sworn statement)

whose business address is 7971 Riviera Blvd # 215
Minawen FL 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-2342230

(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 proposing on, submitting a bid 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 26 day of JUNE, 2026 by JESUS LUONGO, as PRESIDENT of HEICA CONSTRUCTION who is ☒ personally known to me or ☐ produced _____ as identification.



(Signature)
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:

Jesus Gorgo / President
(Print individual's name and title)

For: Heica Construction Corp
(Print name of entity submitting sworn statement)

Whose business address is: 7971 Riviera Blvd #215 Miramar FL 33023

And (if applicable) its Federal Employer Identification Number (FEIN) is: 82-2342230

(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).

5L 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.

5L 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.

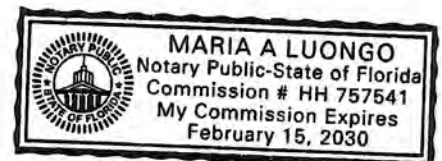
5L The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 X physical presence or _____ online notarization this 26 day of JUNE, 2026 by JESUS LUONGO, as PRESIDENT of HELIX CONSTRUCTION who is ☐ personally known to me or ☐ produced _____ as identification.

(Signature)
Notary Public
My Commission Expires:



ADDENDA

TOWN OF HIGHLAND BEACH
FLORIDA

ITB TITLE: **"POLICE STATION EXPANSION"**

ITB NO.: 26-003

DATE SUBMITTED: 06.26.2026

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: 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
<u>1</u>	<u>06.10.2026</u>
<u>2</u>	<u>06.22.2026</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

PROJECT REFERENCES FOR		<u>Heica Construction</u>	
		(NAME OF FIRM)	
Company Name: <u>Toyota Corporate Doral</u>			
Address: <u>9775 NW 12th St Doral FL 33172</u>			
Years/Description of Services: <u>1</u>			
Contact Name: <u>Albert Moas</u>			
Phone: <u>305 308 2736</u>		Fax:	E-Mail: <u>amoas@doraltoyota.com</u>
Company Name: <u>Coastal Construction</u>			
Address: <u>Fisher Island Residence</u>			
Years/Description of Services: <u>5</u>			
Contact Name: <u>Patrick E Murphy</u>			
Phone: <u>786-393-4815</u>		Fax:	E-Mail: <u>PEMurphy@coastalconstruction.com</u>
Company Name: <u>Adonel Concrete</u>			
Address: <u>1425 Brickell Residence</u>			
Years/Description of Services: <u>4</u>			
Contact Name: <u>Luis Garcia</u>			
Phone: <u>786 236 3262</u>		Fax:	E-Mail: <u>luisgarcia@adoneleconcrete.com</u>
Company Name: <u>A6 Development</u>			
Address: <u>144 NW 110 St Miami Shores</u>			
Years/Description of Services: <u>6</u>			
Contact Name: <u>Andrea Greenwald</u>			
Phone: <u>305 322 2300</u>		Fax:	E-Mail: <u>Andigreenwald@me.com</u>

Company Name: Pegasus Hospitality	
Address: 1836 SW Third Ave Miami FL 33129	
Years/Description of Services: 5	
Contact Name: Arturo Barrios	
Phone: 786 8788156	Fax: E-Mail: arturo@RegHC.com

"DRAFT"

SUBJECT TO REVISIONS PRIOR TO SIGNING

CONTRACT FOR POLICE STATION EXPANSION

THIS CONTRACT ("Contract") is made this 26 day of JUNE, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and HELGA CONSTRUCTION, a Florida corporation, with its principal address at 7971 RIVIER BLVD, #215 MIRAMON (Contractor").

FL 33023

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 labor and materials for the POLICE STATION EXPANSION, and the Town issued INVITATION TO BID No. 26-003 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a bid 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 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 583,993 DOLLARS AND 00 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 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 \$500.00 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 the Police Station Expansion as set forth in the ITB.

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 subcontractors 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 & 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: HEICA CONSTRUCTION
ATT: JESUS LUONGO
7971 RIVIERA BLVD #215, MIRAMAR FL 33023

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, bid, or reply on a contract to provide any goods or services to

a public entity; may not submit a bid, bid, 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, bids, 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:
- 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;
 - 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;"
 - Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 - Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
 - Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
 - 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: HETCA CONSTRUCTION

Print Name: JESUS LUONGO
Title: PRESIDENT

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2026, by JESUS LUONGO, who was physically present, as PRESIDENT (title), of HETCA CONSTRUCTION, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following ID 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 HETCA CONSTRUCTION (Contractor), to the same.

Notary Public

Print Name: MARIA LUONGO
My commission expires: FEB 15, 2030

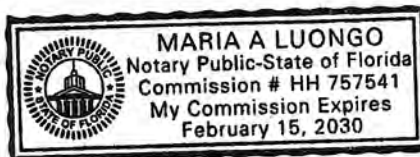


EXHIBIT “A”

Town’s ITB

EXHIBIT “B”

Contractor’s Bid

ITB No. 26-003
Price Sheet

CSI DIVISION		SCOPE ITEM		QUANTITY	UNIT	UNIT COST	EXTENSION
01 00 00	1	General Requirements		3,000	gsf		\$50,282
		Bond		1	ls	\$15,832.02	\$15,832
		Supervision		1	ls	\$20,000.00	\$20,000
		General Liability		1	ls	\$10,129.53	\$10,130
		Cleaning		1	ls	\$4,320.00	\$4,320
02 00 00	1	Demolition		3,000	gsf		\$13,181
	2			3,000	gsf		
02 41 16.00	21	Building Demolition					
02 41 16.00	22	Interior Demolition (Doors)		13	ea	\$82.50	\$1,073
02 41 16.00	23	Interior Demolition (Walls)		1,000	sf	\$4.28	\$4,279
02 41 16.00	23	Interior Demolition (ACT Ceilings)		1,960	sf	\$1.49	\$2,911
02 41 16.00	23	Interior Demolition (Mechanical)		500	sf	\$3.30	\$1,650
02 41 16.00	23	Exterior Demolition (Walls)		410	sf	\$7.97	\$3,269
	24			3,000	gsf		
31 00 00	33	Site Earthwork		3,000	gsf		\$34,885
	34						
31 05 05.00	40	Selective Site Demolition					
31 05 05.00	41	Remove Curb		45	lf	\$19.80	\$891
31 05 05.00	42	Concrete Removal		200	sy	\$26.40	\$5,280
31 05 05.00	41	Sawcut Pavement		85	lf	\$7.70	\$655
31 05 05.00	42	Covered Patio and Wood Steps Removal		580	sf	\$3.80	\$2,201
31 05 05.00	41	Concrete Wall and Handrail Removal		45	lf	\$22.00	\$990
31 05 05.00	42	Remove Handrail		20	lf	\$22.00	\$440
31 05 05.00	41	Remove Fence		50	lf	\$9.30	\$465
31 05 05.00	42	Concrete Bumper Guard Removal		12	ea	\$71.34	\$856
31 05 05.00	41	Pavement Marking Removal		500	lf	\$1.38	\$688
31 05 05.00	42	Shrub Removal		1	ls	\$325.42	\$325
	43			3,000	gsf		
31 23 16.00	61	Excavation					
31 23 16.16	62	Monitoring Wells – Adjust to Grade		2	ea	\$750.00	\$1,500
	75			3,000	gsf		
31 25 00.00	76	Erosion & Sedimentation Control					
31 25 14.00	80	Concrete Truck Washout		1	ls	\$3,850.00	\$3,850
31 25 24.13	82	Tree Protection		380	lf	\$1.54	\$585
31 25 34.00	83	Filter Fabric/Silt Sock		100	ea	\$153.01	\$15,301
31 25 34.13	84	Inlet Protection		3	ea	\$81.21	\$244
31 25 53.00	85	Silt Fence		500	lf	\$0.46	\$230
31 25 63.00	86	Maintenance of Control Measures		6	mos	\$64.17	\$385
	87			3,000	gsf		
	130						

32 00 00	131	Exterior Improvements	3,000	gsf		\$19,696
	132					
32 01 00.00	133	Maintenance of Exterior Pavements				
32 01 17.00	135	Concrete Pavement Restoration	20	sy	\$203.50	\$4,070
32 13 00.00	152	Rigid Paving				
32 16 33.00	163	Concrete Paving - Sidewalks (3500psi 4")	205	sf	\$20.35	\$4,172
32 16 33.00	164	Concrete Stairs - (2 steps 18" tread)	1	cy	\$4,675.00	\$4,675
	165		3,000	gsf		
32 14 00.00	166	Unit Paving				
32 14 13.13	167	Grasscrete Pavers	22	sy	\$116.91	\$2,572
32 16 00.00	172	Curbs and Gutters				
32 16 13.13	173	Cast-In-Place Concrete Curb (match existing)	45	lf	\$93.50	\$4,208
	184		3,000	gsf		
	185					
32 30 00	186	Site Improvements	3,000	gsf		\$77,770
32 32 00.00	195	Site / Retaining Walls				
32 32 13.00	196	8" Concrete Wall	42	lf	\$150.00	\$6,300
32 32 19.00	197	12" Concrete Wall	18	lf	\$180.00	\$3,240
	201		3,000	gsf		
32 33 00.00	202	Site Furnishings				
32 33 13.00	203	Pergola (Employee)	1	ls	\$135,688.73	\$135,689
32 33 13.00	203	Pergola (Public)	1	ls	\$87,313.12	\$87,313
32 33 23.00	204	Table (Square)	1	ea	\$9,273.60	\$9,274
32 33 33.00	205	Table (Picnic)	1	ea	\$4,502.40	\$4,502
32 33 43.00	206	Trash Receptacle	1	ea	\$3,505.60	\$3,506
32 33 13.00	203	Benches	4	ea	\$2,360.40	\$9,442
32 33 33.00	205	Handrail	130	lf	\$399.82	\$51,977
32 33 43.00	206	Aluminum Louvered Fencing	110	lf	\$485.57	\$53,413
32 39 00.00	207	Aluminum Louvered Gate	2	ea	included	
	208	(NOT ADDED IN TOTAL)	3,000	gsf		\$355,115
32 90 00.00	209	Landscaping & Irrigation				
32 84 23.00	210	Curved Sabal Palms	10	ea	\$715.00	\$7,150
32 90 00.00	211	Small Native Trees	7	ea	\$1,100.00	\$7,700
32 91 13.19	212	Shade Tree	2	ea	\$1,980.00	\$3,960
32 91 13.23	213	Accent Plants	12	ea	\$275.00	\$3,300
32 91 13.26	214	Accent Plants Small	40	ea	\$55.00	\$2,200
32 91 19.13	215	Shrubs/Groundcover	2,400	ea	\$11.00	\$26,400
32 92 13.00	216	Boulders Sheel Cap Character	10	ea	\$550.00	\$5,500
32 92 19.00	217	Import and Spread Topsoil	28	cy	\$55.00	\$1,540
32 92 23.00	218	Mulch	28	cy	\$82.50	\$2,310
32 93 13.00	219	Irrigation Repair (Allowance)	1	ls	\$2,850.00	\$2,850
32 93 23.00	220	20% Planting Ammendments (conditioning, staking, etc.)	1	sf	\$1,650.00	\$1,650
	229		3,000	gsf		
03 48 00.00	230	Precast Concrete				
03 48 13.00	231	Concrete Bumper Guards	12	ea	\$66.00	\$792
03 48 16.00	232	Truncated Domes (Pavers)	16	sf	\$105.60	\$1,690
	235		3,000	gsf		
10 14 00.00	243	Traffic Signage				
10 14 00.00	244	ADA Signage	2	ea	\$55.00	\$110
10 14 23.00	245	Parking Striping	550	sf	\$1.76	\$968
10 14 63.00	246	Painted ADA Symbols	2	ea	\$55.00	\$110
	247		3,000	gsf		
	252					
33 00 00	253	Site Utilities	3,000	gsf		\$13,200
	254					
33 70 00.00	350	Electrical Utility Service				
33 71 16.00	351	Relocate Electrical Manhole	1	ea	\$8,250.00	\$8,250
	359		3,000	gsf		

360	Site Lighting						
361	Relocate Light Pole			1	ea	\$4,950.00	\$4,950
370				3,000	gsf		
398							
03 00 00	Concrete			3,000	gsf		\$34,531
400							
03 30 00.00	Concrete Slabs						
03 30 53.00	6" Concrete Ramps and Landings			45	sy	\$236.50	\$10,643
03 30 53.00	Concrete Ramp Base/Subgrade			5	cy	\$110.00	\$495
03 30 53.00	Ramp and Landing at Kitchen			1	ls	\$4,950.00	\$4,950
03 30 53.00	Slab-On-Grade - (6") Proposed Patio			972	sf	\$18.98	\$18,444
513				3,000	gsf		
514							
04 00 00	Masonry			3,000	gsf		\$12,100
516							
04 22 00.00	Concrete Unit Masonry						
04 22 00.13	CMU - 8" (EW1) (Total Wall Assembly)			250	sf	\$39.60	\$9,900
559				3,000	gsf		
04 42 00.00	Exterior Stone Cladding						
04 43 13.00	Stucco Masonry			200	sf	\$11.00	\$2,200
564				3,000	gsf		
565							
06 00 00	Wood, Plastics & Composites			3,000	gsf		\$990
656							
06 20 00.00	Finish Carpentry						
06 61 16.00	Solid Surface Countertops			11	sf	\$90.00	\$990
703							
08 00 00	Openings			3,000	gsf		\$34,923
792							
08 10 00.00	Metal Doors & Frames						
08 11 13.13	Interior HM Door & Frame - 216 (N)			1	ea	\$1,326.38	\$1,326
08 11 13.13	Interior HM Door & Frame - 229 (F)			1	ea	\$821.80	\$822
08 11 13.13	Interior HM Door & Frame - 235 (F)			1	ea	\$821.80	\$822
08 11 13.13	Interior HM Door & Frame - 238 (N)			1	ea	\$879.12	\$879
08 11 13.13	Interior HM Door & Frame - 245 (N)			1	ea	\$879.12	\$879
08 11 13.13	Interior HM Door & Frame - 247 (F)			1	ea	\$879.12	\$879
08 11 13.13	Interior HM Door & Frame - 251 (F) Lvl 3 Security Glazing			1	ea	\$3,178.51	\$3,179
08 11 16.00	Aluminum Door W/ Glass & Frame - Single			2	ea	\$3,223.46	\$6,447
819				3,000	gsf		
08 42 00.00	Entrances & Storefronts						
08 41 13.00	Aluminum Framed Entrances & Storefront			236	sf	\$46.37	\$10,942
863				3,000	gsf		
08 50 00.00	Windows						
08 51 13.00	Aluminum Framed Windows (W1) Ballistic Glazing)			1	ea	\$1,190.31	\$1,190
08 52 13.00	Aluminum Framed Windows (W3)			4	ea	\$773.74	\$3,095
08 52 13.00	Aluminum Framed Windows (W4)			1	ea	\$1,526.96	\$1,527
08 52 13.00	Aluminum Framed Windows (W5)			2	ea	\$1,468.00	\$2,936
882				3,000	gsf		
933							
09 00 00	Finishes			3,000	gsf		\$41,046
09 20 00.00	Plaster & Drywall						
09 21 16.00	Drywall Finished Wall Assemblies			-	sf		\$0
09 21 16.00	Metal Stud Framing (M61) (5/8 ea side, 6" 20ga W/Sound batt			800	sf	\$10.18	\$8,140
09 28 13.00	Metal Stud Framing (M22) (5/8 ea side, 2-1/2 16ga))			130	sf	\$10.15	\$1,320
09 22 26.23	Metal Suspension Drywall Ceilings			100	sf	\$17.60	\$1,760
989				3,000	gsf		
09 30 00.00	Tile Wall and Flooring						
09 30 13.00	Ceramic Base Tile			163	lf	\$8.00	\$1,304
09 31 13.00	Ceramic Floor Tile - Thinset			619	sf	\$9.00	\$5,571
1002				3,000	gsf		

09 51 00.00	1003	Acoustical Ceilings						
09 51 23.00	1005	Acoustical Tile Ceilings - 2'x2'		2,000	sf	\$7.69		\$15,389
	1011			3,000	gsf			
09 65 00.00	1023	Resilient Flooring						
09 65 16.00	1027	LVT Flooring		140	sf	\$9.00		\$1,260
	1035			3,000	gsf			
09 68 00.00	1047	Carpeting						
09 68 13.00	1048	Carpet - Tile		65	sy	\$15.00		\$975
	1051			3,000	gsf			
09 91 23.00	1088	Painting - Interior						
09 91 23.00	1089	Paint Drywall Walls		1,900	sf	\$2.17		\$4,117
09 91 23.00	1090	Paint Drywall Ceilings		100	sf	\$2.20		\$220
09 91 23.00	1094	Paint HM Doors & Frames		6	ea	\$165.00		\$990
	1117			3,000	gsf			
	1118							
10 00 00	1119	Specialties		3,000	gsf			\$16,368
	1120							
10 14 00.00	1137	Signage						
10 14 23.13	1140	Engraved Panel Signage		16	ea	\$120.20		\$1,923
	1143			3,000	gsf			
10 51 00.00	1207	Lockers and Benches						
10 51 23.00	1210	Plastic Laminate Lockers		26	ea	\$555.56		\$14,445
	1213			3,000	gsf			
	1240							
23 00 00	1537	HVAC		3,000	gsf			\$87,263
	1538							
23 80 00.00	1630	Decentralized HVAC Equipment						
	1637	Air-Source Unit Heat Pumps (MXZ) 4 zone		1	ea	\$28,121.50		\$28,122
	1637	Air-Source Unit Heat Pumps (PUY) 1 zone		1	ea	\$11,355.30		\$11,355
23 30 00.00	1710	HVAC Air Distribution						
23 31 00.00	1711	HVAC Ductwork						
	1712	Metal Duct		1,280	lbs	\$19.96		\$25,544
	1713	Registers 2x2		14	ea	\$1,086.33		\$15,209
	1714	Grilles 12x12 or less		10	ea	\$703.34		\$7,033
	1759							
26 00 00	1760	Electrical		3,000	gsf			\$71,585
	1761							
	1762	Conceptual Budgeting Method						
	1763	Building Electrical Demo		2,000	sf	\$1.98		\$3,960
	1764			3,000	gsf			
	1799	Power Distribution Equipment						
	1800	Panel Breakers (20A)		11	ea	\$165.00		\$1,815
	1801	Panel Breakers (30A) single pole		1	ea	\$165.00		\$165
	1801	Panel Breakers (30A) double pole		1	ea	\$203.50		\$204
	1802	Panel Breakers (50A) double pole		1	ea	\$203.50		\$204
	1822			3,000	gsf			
	1837	Motors and Equipment Hook-Up						
	1841	Misc. Motor Connection (Heat Pumps)		2	ea	\$4,400.00		\$8,800
	1844			3,000	gsf			
	1865	Branch Devices with Conduit & Wire						
	1866	Duplex Receptacle		23	ea	\$298.91		\$6,875
	1867	Quadraplex Receptacle		4	ea	\$548.63		\$2,195
	1876			3,000	gsf			
	1877	Lighting						
	1881	2x2 2L (Light Type A)		18	ea	\$479.69		\$8,634
	1881	2x2 2L (Light Type AE)		16	ea	\$644.60		\$10,314
	1881	Recessed 6" (Type B)		4	ea	\$623.32		\$2,493
	1882	Exit Sign		6	ea	\$458.05		\$2,748
	1884	Occupancy Sensor		15	ea	\$483.27		\$7,249
	1885	Toggle Switches		10	ea	\$301.55		\$3,016
	1910			3,000	gsf			

1933
1934
1949
1950

Fire Alarm

Conceptual Building

2,000
3,000

sf
gsf

\$6.46

\$12,914

TOTAL

\$507,820

POLICE STATION EXPANSION

BID DUE DATE: 6/26/26
ITB NO. 26-003

"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	Retcom Construction LLC Address: 3700 NW 124th Ave. Ste. 114 Coral Springs, FL 33065 Contact Info: Jason Asbury 561-617-4388 jason@retcomconstruction.com	West Construction, Inc. Address: 820 N 4th St. Lantana, FL 33462 Contact Info: Matthew F. West 561-588-2027 swest@westconstructioninc.com	Danto Builders, LLC Address: 4901 NW 17th Way Ste. 503 Fort Lauderdale, FL 33309 Contact Info: Deborah Danto 954-229-2006 cdando@dantobuilders.com	HEICA Construction Corp. Address: 7971 Riviera Blvd. #215 Miramar, FL 33023 Contact Info: Andres Guarache 754-281-6882 a.guarache@heica.us	JNB Contracting Address: 467 S Daleville Ave. Daleville, AL 36322 Contact Info: Travis Holley 334-726-1620 travis.holley@jnbcontracting.com	KER Construction LLC Address: 6858 NW 20th Ave. Ft. Lauderdale, FL 33309 Contact Info: Essah Rahaman 954-422-2492 sales@kerconstructionllc.com
BID PRICE	\$941,894.57	\$1,991,859.00	\$871,843.00	\$583,993.00	\$2,372,521.30	\$831,663.90
FURNISHINGS (OPTIONAL ADD ON)	\$171,019.00	N/A	\$401,090.00	\$355,155.00	\$45,000.00	\$429,750.00
TOTAL PRICE	\$1,112,913.57	\$1,991,859.00	\$1,272,933.00	\$939,148.00	\$2,417,521.30	\$1,261,413.90
BID BOND	X	X	X	X	X	X
ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY		X	X			X
BIDDER'S ACKNOWLEDGEMENT	X	X	X	X	X	X
NON-COLLUSION AFFIDAVIT	X	X	X	X	X	X
ANTI-KICKBACK AFFIDAVIT	X	X	X	X	X	X
CONFIRMATION OF A DRUG FREE WORKPLACE	X	X	X	X	X	X
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	X	X	X	X	X	X
SCRUTINIZED COMPANIES CERTIFICATION FORM	X	X	X	X	X	X
PUBLIC ENTITY CRIMES SWORN STATEMENT	X	X	X	X	X	X
ADDENDA ACKNOWLEDGEMENT	X	X	X	X	X	X
REFERENCES	X	X	X	X	X	X
COMMENTS:	No electronic copy			No paper copy	No electronic copy	

Opened by: Skender Coma 6/26/26
Tabulated by: Skender Coma 6/26/26

File Attachments for Item:

D. Approve and authorize the Mayor to execute a contract with Lux Solar, Inc. installation of in-road light systems at eight crosswalk locations on State Road A1A project in the amount of \$283,920.00. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-010.)



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE July 14, 2026

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: Execute Agreement via Town Standard
Installation of In-Ground Crosswalk Lighting

SUMMARY:

On 6/29/2026, the Town received a \$375,000 State appropriation for the Pedestrian Safety Traffic Improvement Project, which consists of milling, repaving, and regrading the shared use path and installing in-ground lighting at all SR-A1A crosswalks. For the crosswalk lighting scope of the project, staff received a proposal from Lux Solar, the vendor who installed the existing crosswalk lighting and signage infrastructure, for \$283,920.

FISCAL IMPACT:

\$194,580 – State Appropriation

\$88,710 – Budgeted Funds

ATTACHMENTS:

Agreement

Lux Solar Proposal

RECOMMENDATION:

Execute agreement with Lux Solar to install in-ground lighting at all SR-A1A crosswalks within the Town.

CONTRACT FOR IN-ROAD LIGHT SYSTEMS

THIS CONTRACT ("Contract") is made this ____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation, with its principal address at 3614 South Ocean Boulevard, Highland Beach, Florida 33487 ("Town") and **Lux Solar, Inc.**, a Florida corporation, with its principal address at 10891 La Reina Road, Suite 100, Delray Beach, Florida 33446 ("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 requires the services of a contractor to furnish and install in-road light systems at eight crosswalk locations on State Road A1A within the Town ("Project"); and

WHEREAS, Contractor has submitted a Proposal for completion of the Project; and

WHEREAS, because Contractor installed the existing lighting infrastructure at the crosswalks, the Town has determined that acceptance of Contractor's proposal meets the criteria for a "Town Standard" purchase as authorized by the Town's Purchasing Policy and Procedures; and

WHEREAS, Contractor warrants that it is experienced and capable of completing the Project in a professional and competent manner; and

WHEREAS, the Town determines that awarding this Contract to Contractor is in the best interests of the Town and its residents and 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. Recitals.

The foregoing recitals are ratified as true and are incorporated herein by reference.

Article 2. Contract.

- A. *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: (1) this Contract; (2) the Proposal submitted by Contractor; and (3) 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:	Contractor's Proposal (attached hereto as Exhibit "B")

- B. *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 authority set forth in the Town's Purchasing Policy and Procedures).
- C. *Contract Price.* The Contract Price shall be **Two Hundred and Eighty-Three Thousand Nine Hundred and Twenty Dollars and No Cents (\$283,920.00)** which shall be payable in accordance with Article 4 of this Contract.
- D. *Contract Term.* The term of this Contract shall commence upon the Town's issuance of a notice to proceed and shall remain in effect until Contractor completes all services within the scope of this Contract to the satisfaction of the Town and the Florida Department of Transportation ("FDOT"), unless otherwise terminated in accordance with Article 8. Contractor agrees to complete the Project within **one hundred and eighty (180) days** of the Town's issuance of a notice to proceed by the Contract Administrator. Failure to achieve timely completion of the Project shall be regarded as a breach of this Contract and subject Contractor to appropriate remedies, including but not limited to liability for liquidated damages, in accordance with Article 2.E below.
- E. *Liquidated Damages.* The Town and Contractor recognize that time is of the essence for this Contract, and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 2.D 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 \$500.00 for each day that expires after the time specified in Article 2.D. Furthermore, the Town and Contractor agree that: (1) liquidated damages shall not be the Town's sole or exclusive remedy under the Contract Documents; (2) there shall be no limitation on the amount of the liquidated damages that may be assessed; and (3) there shall be no bonus paid to Contractor for early completion of the services

Article 3. Scope of Work.

- A. The Scope of Work (or "Work") covered by this Contract consists of the furnishing of all labor, equipment, materials for the completion of the Project as set forth in the Contractor's proposal and the plans attached thereto. Contractor shall also comply with the signed and sealed Florida

Department of Transportation Signing and Pavement Marking Plans prepared by Matthew D. Neddeff of KCI Technologies, Inc. ("FDOT Plans") and consisting of the following:

Sheet No.:	Sheet Description:
S-1	Key Sheet
S-2	General Notes and Details
S-3 to S-10	Signing and Pavement Marking Plan

Both Contractor's Proposal and the attached plans and the FDOT Plans are hereby incorporated herein by reference.

- B. Contractor represents to the Town that the services rendered in the Scope of Work shall be in accordance with accepted and established trade practices and procedures recognized in Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with this Contract.
- C. Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Contract. Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.
- D. The Scope of Work shall be performed by Contractor or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized, or permitted under the state and local law to perform such Scope of Work. All of Contractor's personnel (and all subcontractors) while on the Town's premises, shall comply with all Town requirements governing safety, conduct, and security.
- E. The Scope of Work shall be completed in accordance with the terms and conditions set forth in the Contract Documents. Contractor shall comply with all conditions set forth in any permit issued by FDOT and all applicable FDOT standards, including, but not limited to, FDOT requirements for Maintenance of Traffic ("MOT"). Contractor shall immediately comply with directives issued by FDOT relating to safety, traffic operations, or permit compliance. Failure to comply shall with such conditions, standards, or directives shall constitute a material breach of this Contract.

Article 4. Payment Procedures.

- A. *Generally.* The Contractor shall submit invoices detailing all work accomplished 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

If approved by the Town's Contract Administrator and Finance Department, the Town will make payment in accordance with Section 218.735, Florida Statutes ("Local Government Prompt Payment Act"). 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.

- C. *Final Payment.* Upon final completion and acceptance of the Work in accordance with this Contract (including all punch-list items) and final inspection Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, Contractor will clearly state "FINAL" on 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 Contractor. If Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the Contract Price including any amount held as retainage.
- D. The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempt from paying sales tax to its suppliers for materials used to fulfill its contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 5. Subcontractors.

All subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the requirements set forth in Article 9 below.

Article 6. Contractor's Representations.

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

- A. 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.
- B. Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the 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.
- C. 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.
- D. 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 7. Indemnification.

- A. 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.
- B. 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.
- C. 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 8. Termination.

- A. *Termination by the Town for Cause:* The Town may terminate the Contract and the Contract Documents if Contractor:
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers;
 - 3. disregards or acts contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - 4. takes action, short of declaring bankruptcy, evidencing insolvency;
 - 5. fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or
 - 6. is otherwise 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: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and (2) finish the Project 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 and engineering/architectural 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 court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

B. *Termination by the Town for Convenience:* The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:

1. cease operations as directed by the Town in the notice;
2. take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

Article 9. Insurance.

Prior to commencing the Scope of Work, Contractor shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Contractor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the Town has been provided to, and approved by, the Town. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, Contractor shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The required insurance is as follows:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the Town as an additional insured.

Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Town may immediately terminate or suspend this Contract. In the event of any termination or suspension, the Town may use the services of another contractor without the Town incurring any liability to Contractor.

Article 10. 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 11. Payment and Performance Bond.

As required by Section 255.05(1), Florida Statutes, Contractor shall record in the public records a statutory payment and performance bond prior to commencing the work.

Article 12. Florida Trench Safety Certification.

- A. If applicable, Contractor acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et seq., Florida Statutes) and further acknowledges that the Act establishes the federal excavation safety standards set forth 29 C.F.R. Section 1926.650 Subpart P as the state standard.
- B. Contractor shall comply with all applicable excavation/trench safety standards and shall consider the geotechnical data available from the Town, if any, Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the Project. Contractor acknowledges sole responsibility for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- C. Contractor certifies that the amounts Contractor has proposed for completion of the Project includes all applicable excavation/trench safety measures and prior to commencing work, shall disclose to the Town the applicable excavation/trench safety measures, if any, as well as the units, costs, and unit values.

Article 13. Miscellaneous Provisions.

- A. *Successors and Assigns.* 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.
- B. *Changes to Work, Price, or Time.* 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.
- C. *Headings, 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.
- D. *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 the same instrument.
- E. *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.

- F. *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. Neither party shall be required to mediate prior to filing suit.
- G. *Third Party Beneficiaries.* This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- H. *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.
- I. *Effective Date.* The effective date of this Contract is the date the Contract is approved by the Town Commission.
- J. *Preparation.* This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- K. *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.
- L. *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, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court awarded costs (including, without limitation all such costs, fees, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. 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

- M. *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.
- N. *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.
- O. *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:

Lux Solar, Inc.
Attn: Wael Majdalawi, President
10891 La Reina Road, Suite 100
Delray Beach, FL 33446

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

- P. *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.
- Q. *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.

- R. *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 No. 2011-009 and is aware of its rights and/or obligations under such ordinance.
- S. *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. Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List 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 Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.
- T. *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 of its 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.
- U. *Warranty; 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).

V. *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.

W. *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.

X. *E-Verify*. Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. 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;"
3. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
5. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ON NEXT PAGE]

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

TOWN OF HIGHLAND BEACH,
a Florida municipal corporation

By: _____
Natasha Moore, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin
Town Attorney

CONTRACTOR

LUX SOLAR, INC.,
a Florida corporation

By: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2026, by _____, as _____ (title), of Lux Solar, Inc., which is authorized to do business in the State of Florida, 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 Lux Solar, Inc. to the same.

Notary Public

Print Name: _____
My commission expires: _____

☐ Personally known or ☐ Produced Identification
Type of Identification Produced _____

EXHIBITS

EXHIBIT “A”

Contractor’s Quote dated April 23, 2025 (Quote # 042325001) including
attached plans

EXHIBIT “B”

Florida Department of Transportation Signing and Pavement Marking Plans
prepared by KCI Technologies, Inc. consisting of ten pages (S-1 through S-10)

TOWN OF HIGHLAND BEACH

CONTRACT PLANS

KCI PROJECT ID 451902579

PALM BEACH COUNTY (93060)

STATE ROAD NO. A1A

SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	GENERAL NOTES & DETAILS
S-3 TO S-10	SIGNING AND PAVEMENT MARKING PLAN

ADDITIONAL ATTACHMENTS:

SHEET NO.	SHEET DESCRIPTION
S-11	MANUFACTURER DETAILS

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2019-20 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

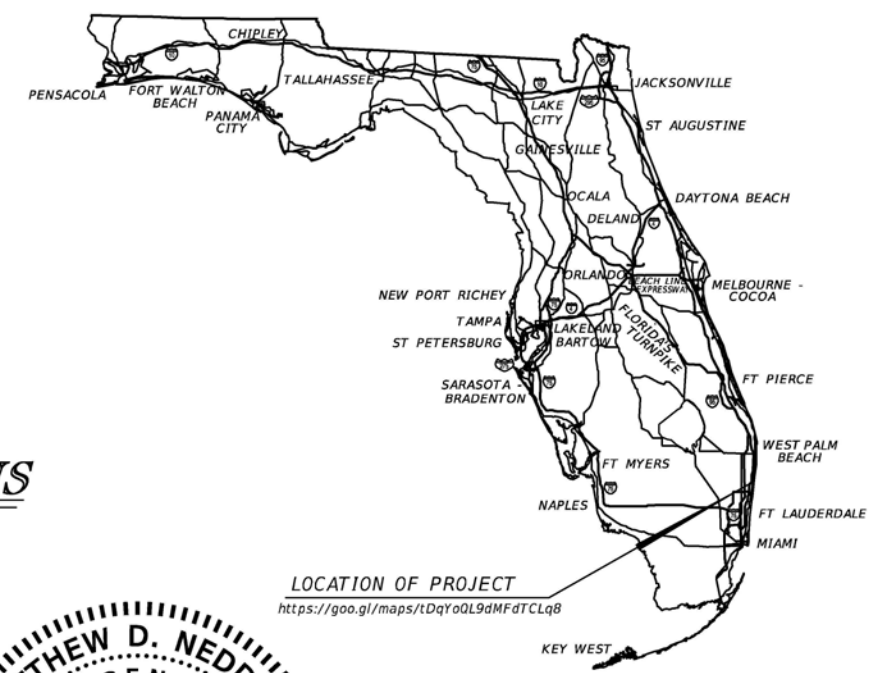
APPLICABLE IRs: IR102-600, IR522-001, IR522-002, IR665-001

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2019 Standard Specifications for Road and Bridge Construction at the following website: <http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks>

Permit No. 2019-C-496-00002-93060

Speed Limit Page 212

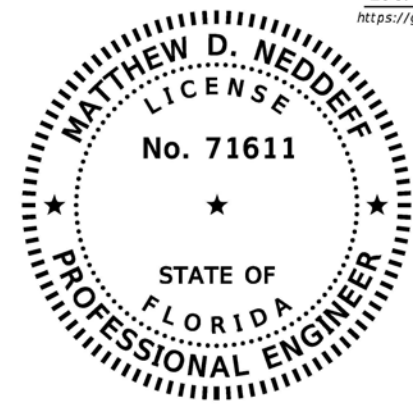
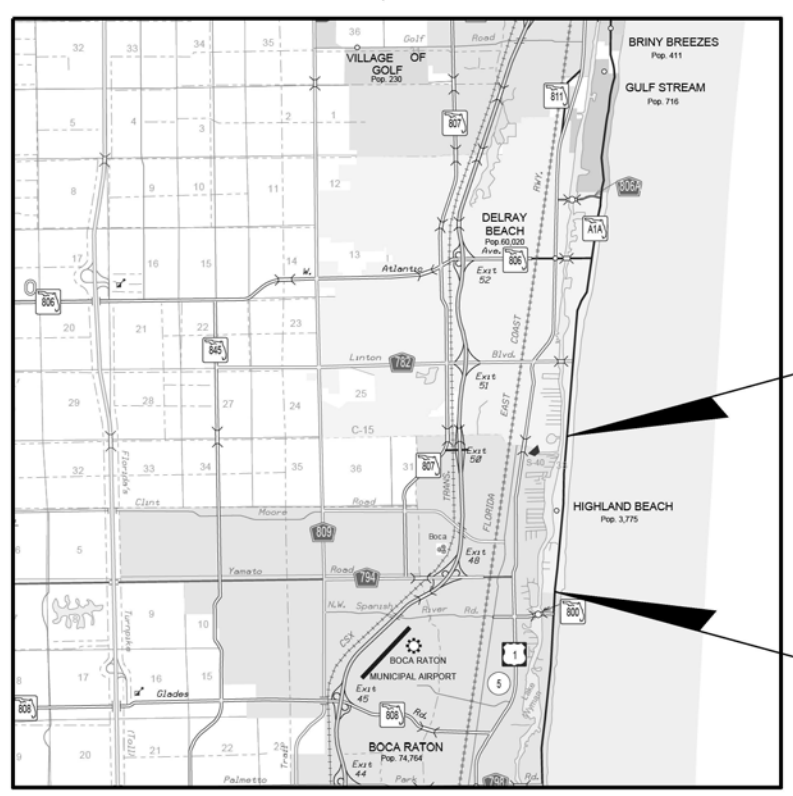


LOCATION OF PROJECT
<https://goo.gl/maps/tDqYo0L9dMFdCLq8>



T-45-S
T-46-S

T-46-S
T-47-S



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

SIGNING AND PAVEMENT MARKING PLANS
ENGINEER OF RECORD:

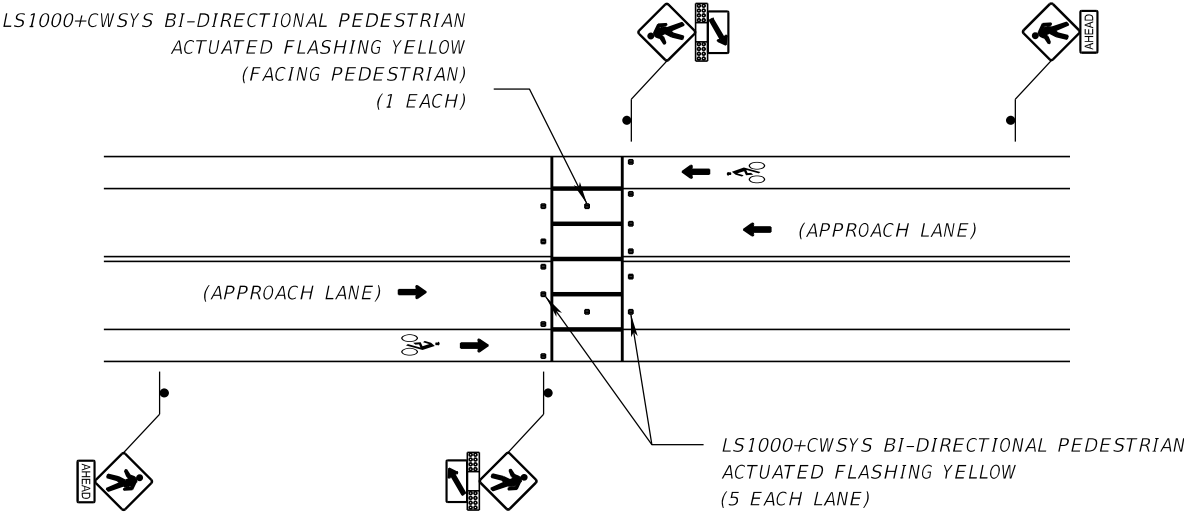
MATTHEW D. NEDDEFF, P.E. No.: 71611
KCI TECHNOLOGIES INC.
6500 N. ANDREWS AVENUE
FT. LAUDERDALE, FL 33309
(954) 776-1616
CONTRACT NO.:
VENDOR NO. 52-1604386
CERTIFICATION OF AUTHORIZATION NO. 4898

FDOT PROJECT MANAGER:

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
		S-1

IN-ROAD LIGHTS DETAIL

654-1-20



1. IN-ROAD LIGHTS SHALL BE WIRED TO BE ACTIVATED BY SAME PUSH BUTTON AS RRFB ASSEMBLY.

GENERAL NOTES

- MILLINGS NEED TO BE TRANSPORTED TO PB OPERATIONS AT NO EXPENSE TO THE DEPARTMENT; CONCRETE SHALL BE CLASS 1 NS 2500 PSI MINIMUM, FOR SIDEWALKS; EXISTING FLASHING BEACON(S) AND SIGNAGE SHALL BE CONSIDERED SALVAGEABLE MATERIAL AND RETURN TO THE PB OPERATIONS YARD.
- PERMITTEE WILL COORDINATE (I.E. PRE-CONSTRUCTION MEETINGS, INSPECTIONS, FINAL ACCEPTANCE OF WORK, ETC.) WITH DARREL HUMBLE OF FERROVIAL SERVICES @ 954-415-9639 OR EMAIL: DARREL.HUMBLE@FERROVIALSERVICES.COM COORDINATION WILL INCLUDE A PRE-CONSTRUCTION MEETING. CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
- THIS PERMIT IS VALID ONLY FOR WORK PROPOSED WITHIN THE D.O.T. RIGHT-OF-WAY. CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
- ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (F.D.O.T.) RIGHT-OF-WAY SHALL CONFORM TO THE "LATEST VERSION OF FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR THE ROAD AND BRIDGE CONSTRUCTION.
- ALL MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENTS CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION IDICES, (102-600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DESIGNEE RESERVES THE RIGHT TO DIRECT THE REMOVAL/RELOCATION/MODIFICATION OF ANY TRAFFIC DEVICES(S) AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO INDICES 102-611, 102-612, 102-613, AND 102-660.
- ALL THERMOPLASTIC TRAFFIC STRIPES, MARKINGS AND SIGNAGE WILL BE INSTALLED PER THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
- IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE F.D.O.T. PRIOR TO USAGE.
- PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE WITH F.D.O.T.'S LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
- DURING THE REMOVAL/INSTALLATION OF ANY CURB AND GUTTER SECTION, THE PERMETTEE WILL BE RESPONSABLE FOR ANY DAMAGE DONE TO THE ABUTTING ASPHALT. THE DAMAGED ASPHALT REPAIR WILL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND/OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
- ALL PUBLIC SIDEWALK CURB RAMPS WILL MEET THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION) INDEX NO. 522-002 CURB/RAMP INSPECTIONS REQUIRED PRIOR TO INSTALLATION OF CONCRETE.
- REMOVAL/INSTALLATION OF SIDEWALK WILL BE IN ACCORDANCE WITH STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX 522-001.
- SODDED AREAS WILL BE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDEX 570-010 AND SECTIONS 162, 981, 982, 983, 987 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.
- RESTRICTED HOURS OF OPERATION FOR LANE CLOSURES WILL BE FROM 9:00 AM TO 4:00 PM, (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE. MOT SHALL BE PICKED UP BY 4:00 PM AND NOT START BEFORE 9:00 AM.
- PRIOR TO ANY WORK REQUIRING LANE CLOSURES, MOBILE OPERATIONS OR TRAFFIC PACING OPERATIONS, THE CONTRACTOR OR PERMITTEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION, AND DESCRIPTION OF WORK BEIGN PERFORMED. THE LANE CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT A MINIMUM OF TWO WEEKS PRIOR TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE DEPARTMENT BEFORE WORK REQUIRING THE CLOSURE MAY BEGIN WITHIN THE FDOT RIGHT OF WAY. URL ADDRESS: [HTTPS://LCIS.DOT.STATE.FLUS](https://lcis.dot.state.fl.us)
- PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
- PERMITTEE WILL PROVIDE THE F.D.O.T. WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.

PAY ITEM NOTES

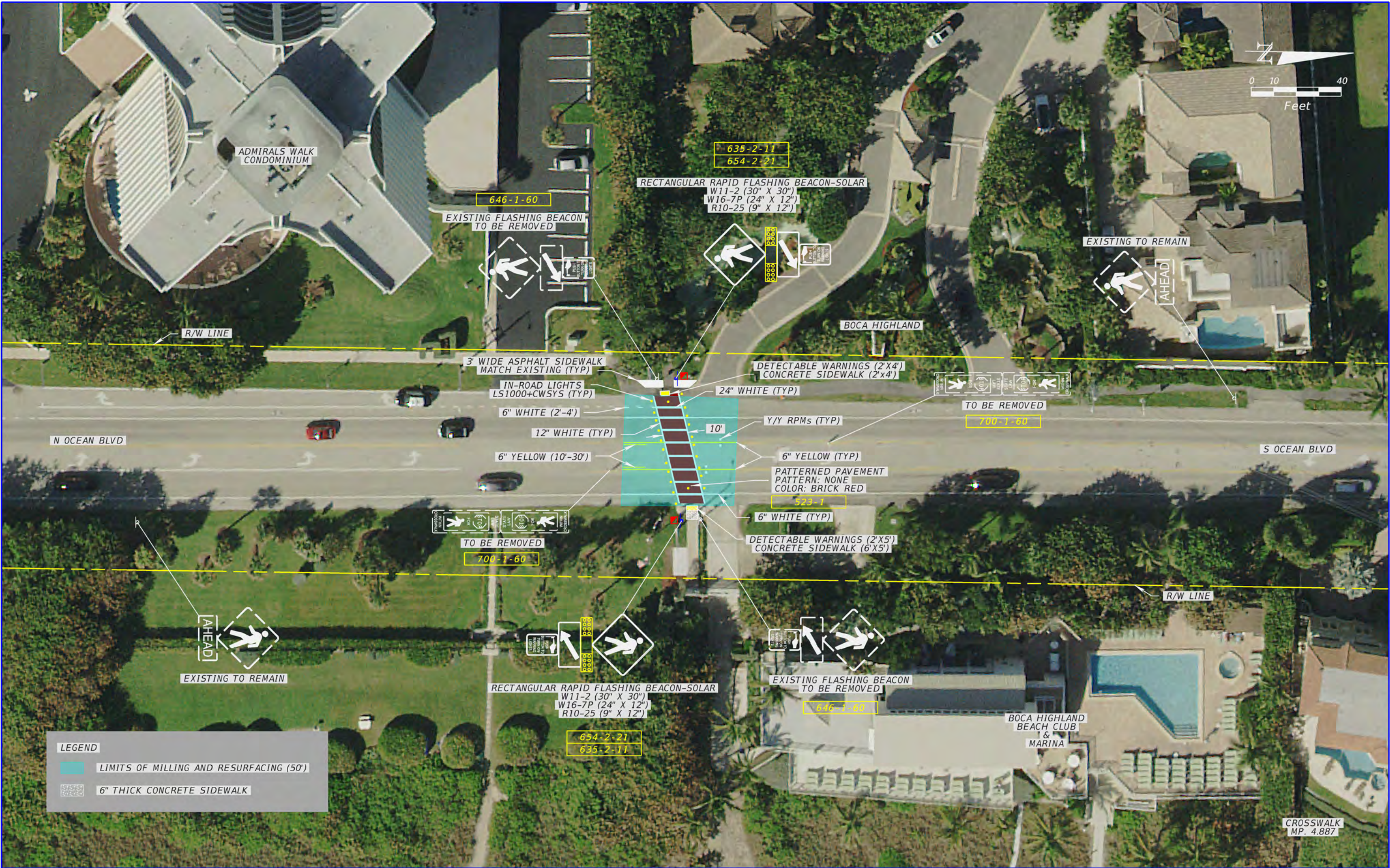
- 654-1-20: THE IN-ROADWAY LIGHT ASSEMBLY MUST BE HOUSED INSIDE A COMPOSITE CUP AND CONNECTED VIA EMBEDDED FLEXIBLE CONDUIT BETWEEN THE UNITS AND CABINET. THE INSIDE MODULE MUST BE MADE OF A SEPARATE POLYCARBONATE REPLACEABLE UNIT. THE UNITS MUST BE SHAPED FOR SELF CLEANING OF IN-ROAD LIGHT AREA.
- EARTHWORK NEEDED TO COMPLETE CONSTRUCTION, IS CONSIDERED INCIDENTAL TO CONSTRUCTION AND COST SHOULD BE INCLUDED IN THE OTHER PAY ITEMS.
- COST OF REMOVAL OF EXISTING PAVER BLOCKS AND SIDEWALK, ASPHALT OR CONCRETE, IS INCLUDED IN THE PROPOSED WORK.

PAVEMENT DESIGN

MILLING AND RESURFACING:
- MILLING EXISTING ASPHALT PAVEMENT (1.5")
- FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 (1.5")

ASPHALT SIDEWALK:
- OPTIONAL BASE, BASE GROUP 1
- MISCELLANEOUS ASPHALT PAVEMENT (2")

REVISIONS				ENGINEER OF RECORD: MATTHEW D. NEDDEFF, P.E. #71611 KCI TECHNOLOGI 6500 NORTH ANDREWS AV FORT LAUDERDALE, FLORIDA 33309-2192 (954) 776-1616 CERTIFICATE OF AUTHORIZATION NO. 4898	TOWN OF HIGHLAND BEACH			GENERAL NOTES & DETAILS	SHEET NO. S-2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	KCI PROJECT ID		
					A1A	PALM BEACH	451902579		



REVISIONS				ENGINEER OF RECORD: MATTHEW D. NEDDEFF, P.E. #71611			TOWN OF HIGHLAND BEACH		SIGNING AND PAVEMENT MARKING PLAN	SHEET NO. S-3
DATE	DESCRIPTION	DATE	DESCRIPTION	KCI TECHNOLOGIES 6500 NORTH ANDREWS AV FORT LAUDERDALE, FLORIDA 33309-2132 (954) 776-1616 CERTIFICATE OF AUTHORIZATION NO. 4898			ROAD NO.	COUNTY		
							A1A	PALM BEACH		
									451902579	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



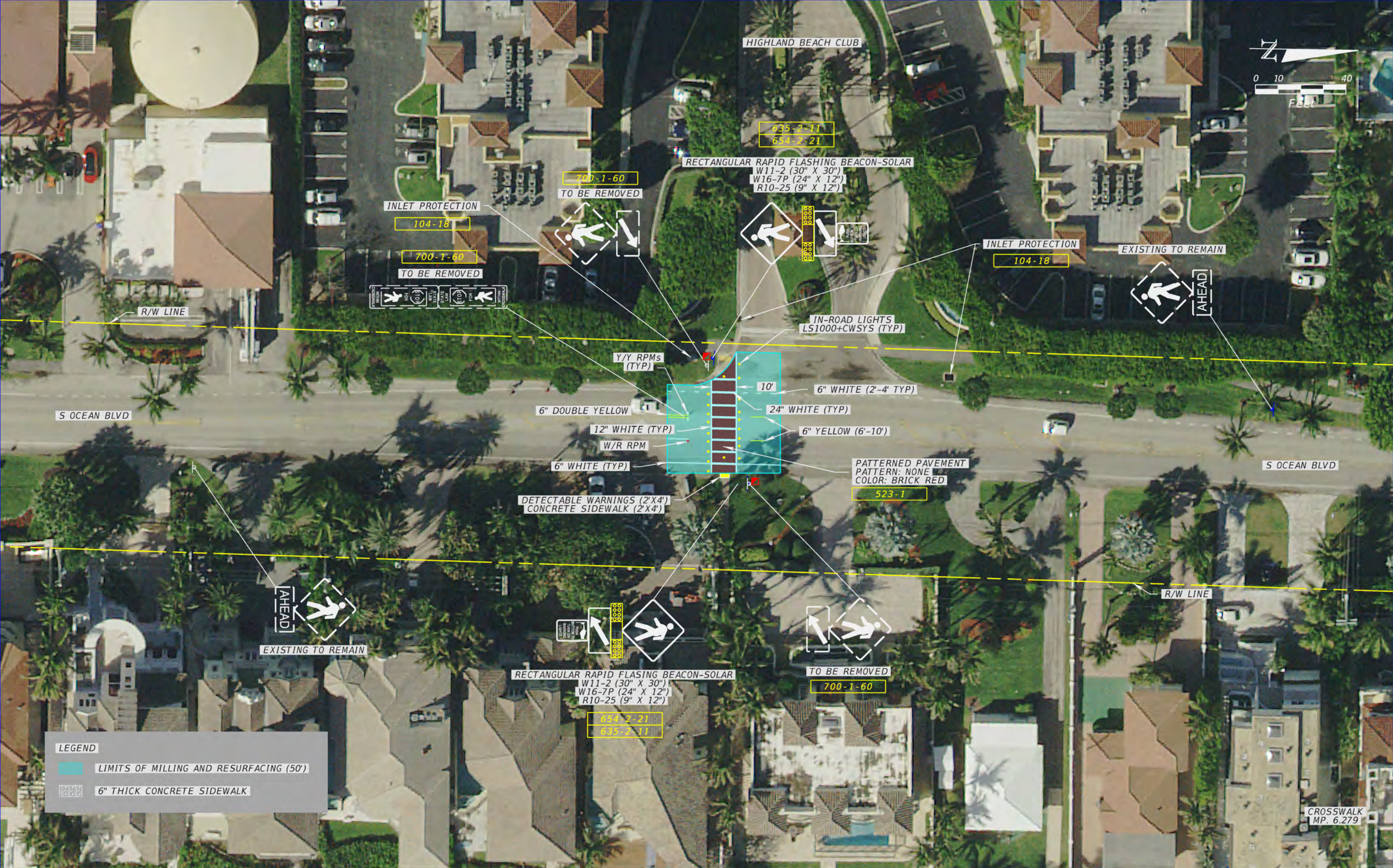
REVISIONS				ENGINEER OF RECORD: MATTHEW D. NEDDEFF, P.E. #71611	TOWN OF HIGHLAND BEACH			SIGNING AND PAVEMENT MARKING PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	KCI TECHNOLOGIES	ROAD NO.	COUNTY	KCI PROJECT ID			S-4
				6500 NORTH ANDREWS AV FORT LAUDERDALE, FLORIDA 33309-2132 (954) 776-1616 CERTIFICATE OF AUTHORIZATION NO. 4898	A1A	PALM BEACH	451902579			

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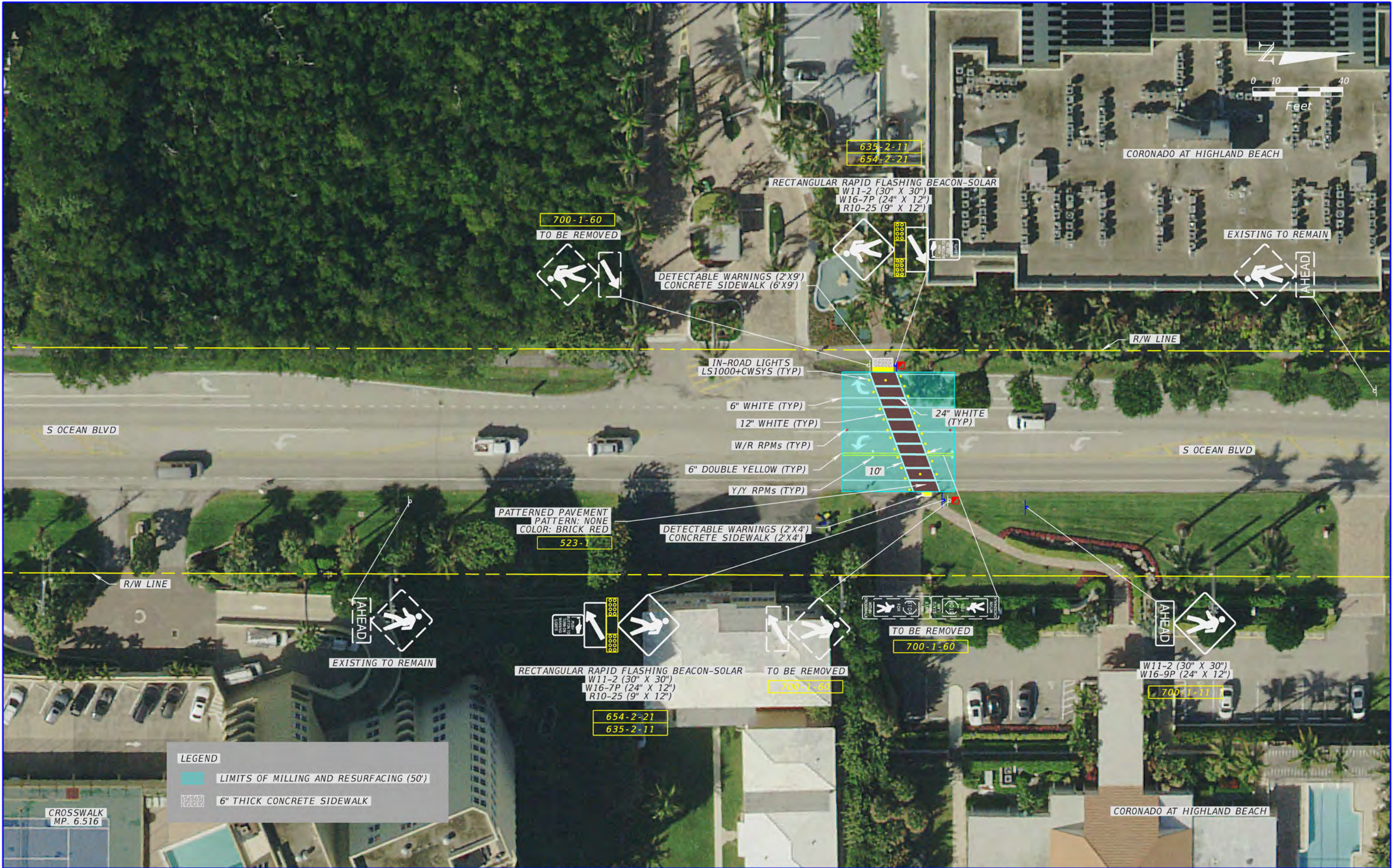
REVISIONS				ENGINEER OF RECORD: MATTHEW D. NEDDEFF, P.E. #71611	TOWN OF HIGHLAND BEACH			SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION						
				KCI TECHNOLOGICAL 6500 NORTH ANDREWS AV FORT LAUDERDALE, FLORIDA 33309-2152 (954) 776-1616 CERTIFICATE OF AUTHORIZATION NO. 4898	ROAD NO.	COUNTY	KCI PROJECT ID	SIGNING AND PAVEMENT MARKING PLAN	S-5
					A1A	PALM BEACH	451902579		

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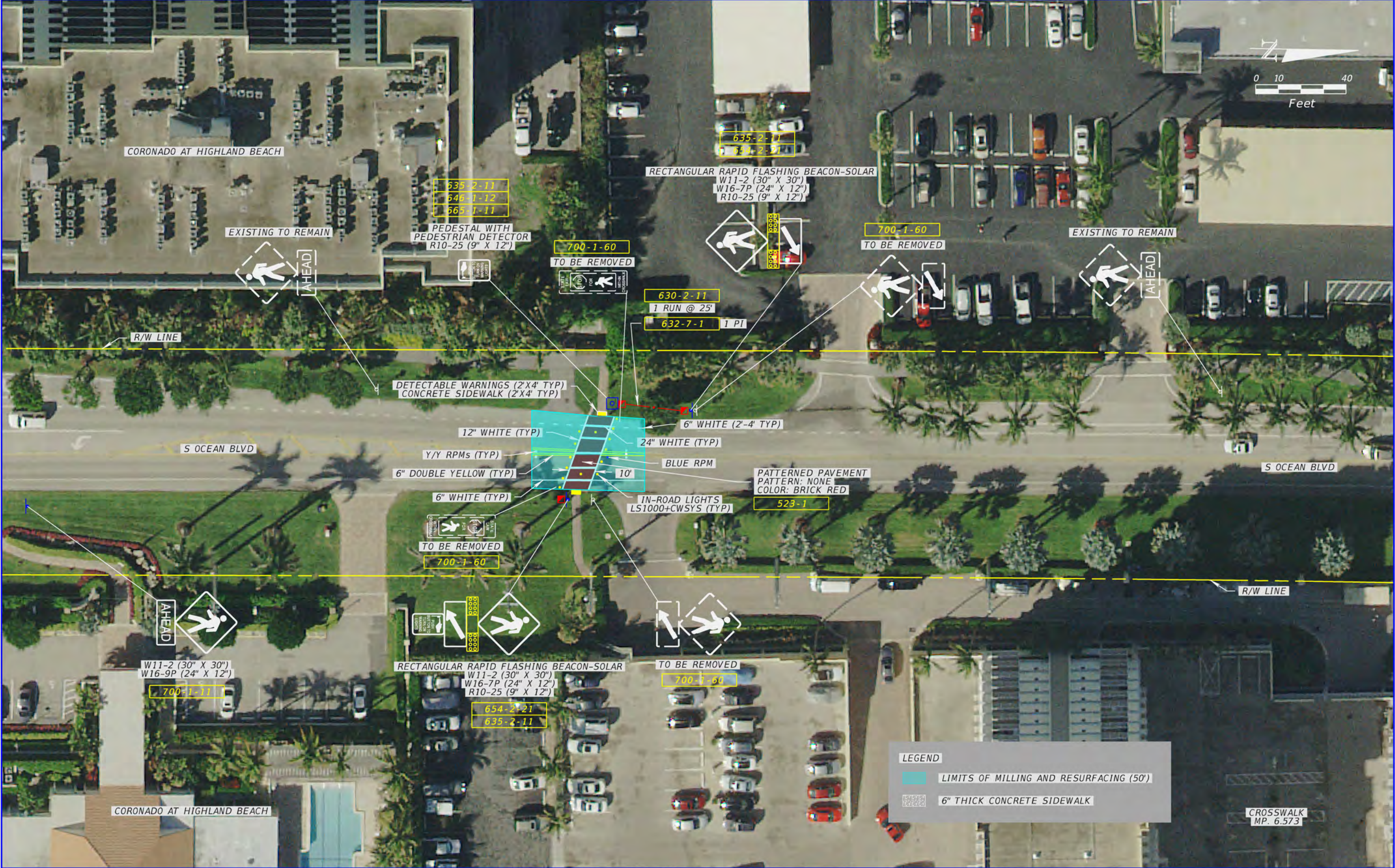
REVISIONS				ENGINEER OF RECORD: MATTHEW D. NEDDEFF, P.E. #71611	TOWN OF HIGHLAND BEACH			SIGNING AND PAVEMENT MARKING PLAN	SHEET NO.
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				KCI TECHNOLOGI	A1A	PALM BEACH	451902579		S-6

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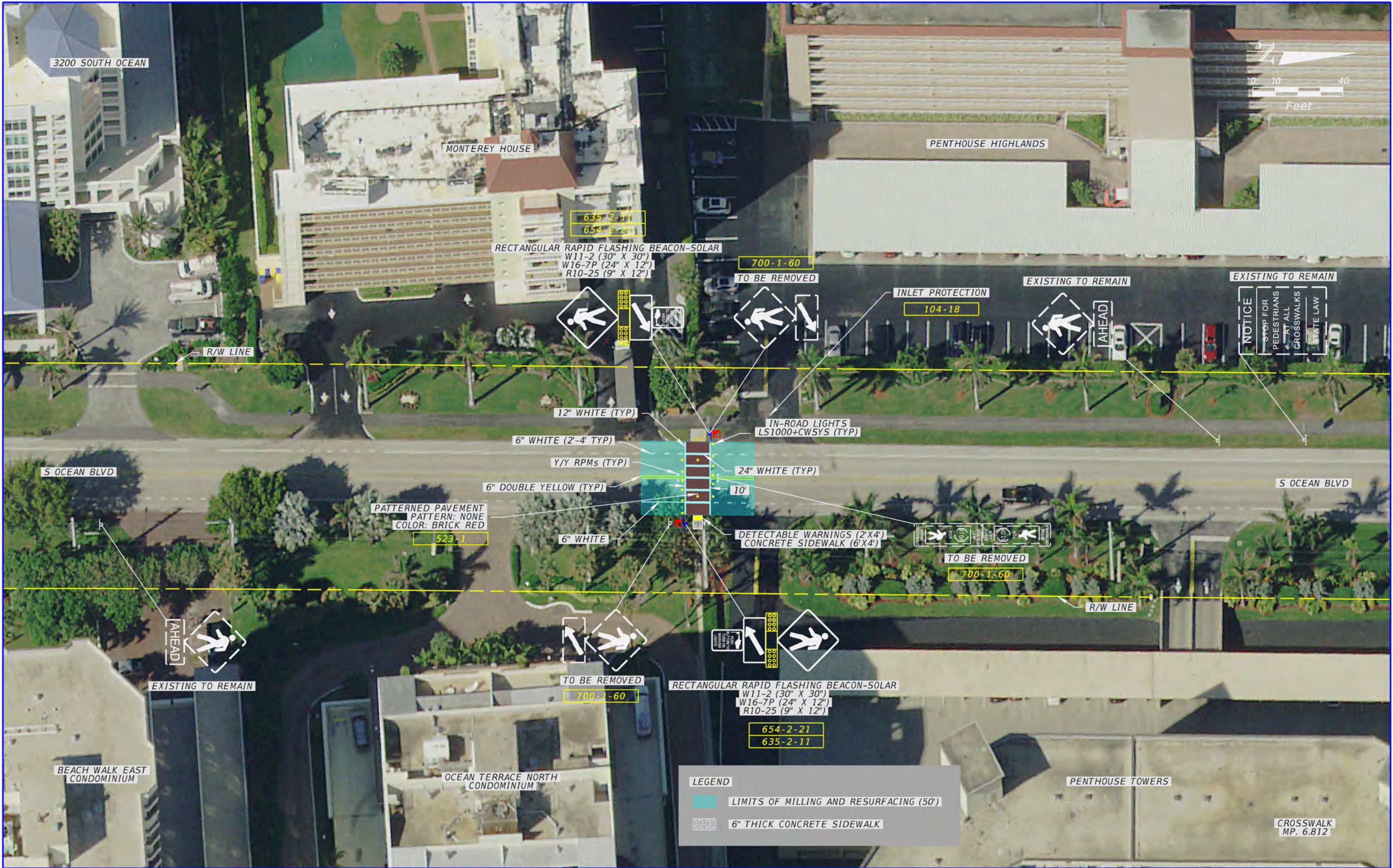
REVISIONS				ENGINEER OF RECORD: MATTHEW D. NEDDEFF, P.E. #71611	TOWN OF HIGHLAND BEACH			SHEET NO.
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					A1A	PALM BEACH	451902579	

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					A1A	PALM BEACH	451902579		

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					A1A	PALM BEACH	451902579		

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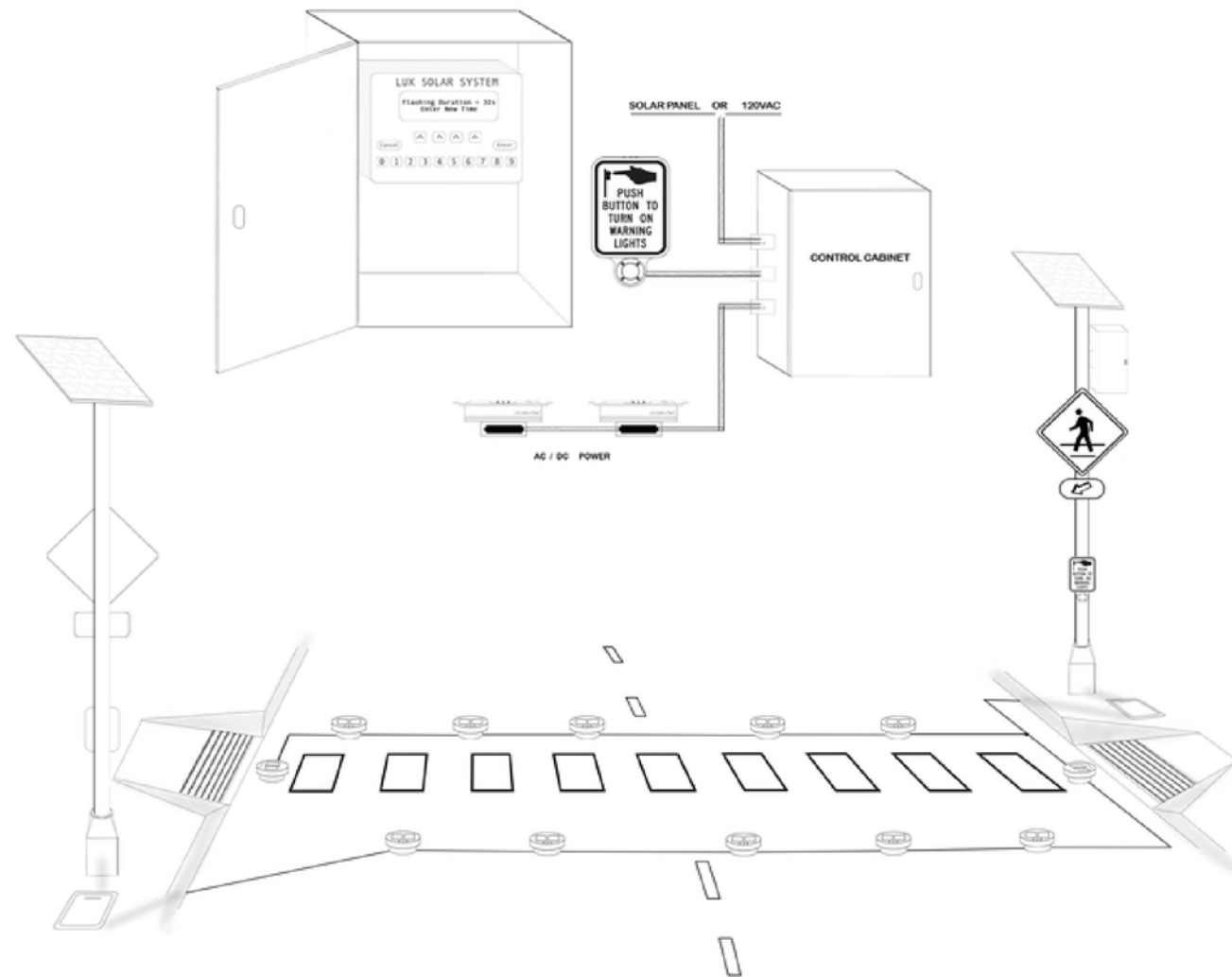
REVISIONS				ENGINEER OF RECORD: MATTHEW D. NEDDEFF, P.E. #71611	TOWN OF HIGHLAND BEACH			SIGNING AND PAVEMENT MARKING PLAN	SHEET NO. S-10
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WIRED AC/DC SOLAR POWER

PED CROSSWALK SYSTEM

LS1000+CWSYS



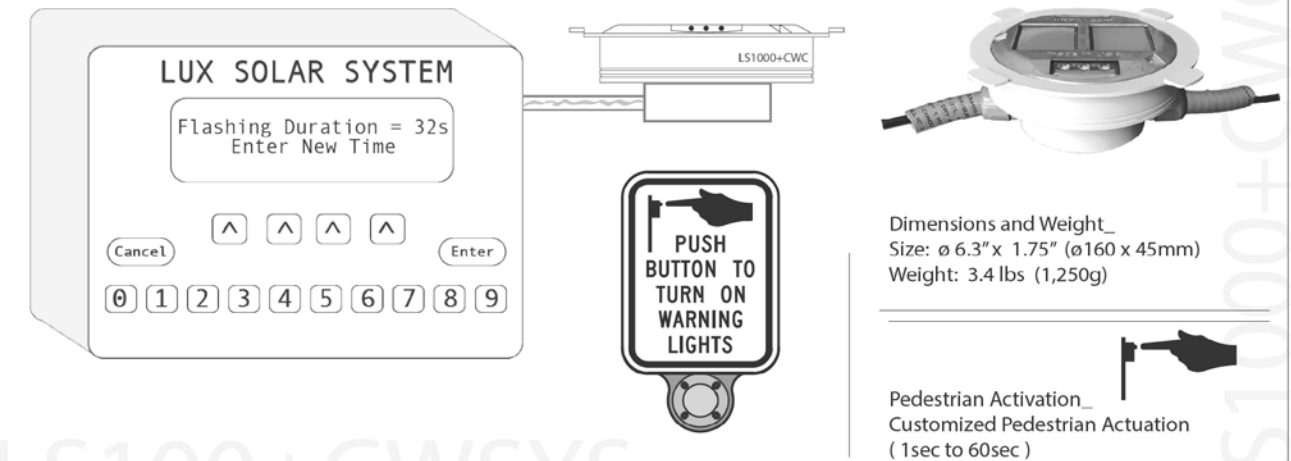
MIDBLOCK PED CROSSWALK SYSTEM

In-Road Wired AC/DC Solar Powered LED Lights System

MADE IN
USA

PATENT PENDING

FLASHING YELLOW



Dimensions and Weight_
Size: ø 6.3" x 1.75" (ø160 x 45mm)
Weight: 3.4 lbs (1,250g)

Pedestrian Activation_
Customized Pedestrian Actuation
(1sec to 60sec)

Physical Properties :: LS100+CWSYS

Environmental NEMA TS2
Operating Temperature -40°C to +74°C
Operating Cycles Continuous
FCC Title 47-B-15

Physical Properties :: LS1000+CWC

Compressive Strength 120,000 lbs (535,000 N)
Water Proof IP68
Operating Temperature -40°C to +74°C
Operating Cycles Continuous
FCC Title 47-B-15

Lighting Properties :: LS1000+CWC

Model	Colors	Typical Light Brightness (mcd)	
LS1000+CWSYS	Yellow	Day / Night	225,000
Type: One Flash (1/sec) Bi-Directional			

Basic Components

Power	AC / DC	2 Watts
LED	LED Size LED Brightness LED Quantities	3.2mm x 2.7mm 225 Candela 3PCS / Bi-Directional
LED Light Source	Yellow	595 nm
Aluminum Die Cast Housing	Aluminum A383 Die Cast with Polycarbonate Lenses & Composite Cup	
Electronic Controller	MAIN PCB uses Ultra Low Power Microprocessor control to provide a steady flash rate over the temperature range.	

Lux Solar Inc. :: 10891 La Reina Rd Suite 100 Delray Beach FL 33446 USA f 561 498 2960 f 561 498 2305
www.iirpm.com

FDOT APL# 654-002-005

www.iirpm.com

Lux Solar Inc. :: 10891 La Reina Rd Suite 100 Delray Beach FL 33446 USA f 561 498 2960 f 561 498 2305

REVISIONS				Page 222	TOWN OF HIGHLAND BEACH			MANUFACTURER DETAILS	SHEET NO. S-11
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	KCI PROJECT ID		
					A1A	PALM BEACH	451902579		



Lux Solar

Saving Lives we will never meet

10891 La Reina Rd Suite 100 Delray Beach FL 33446 USA † 561 498 2330 † 561 498 2305

UX



10891 La Reina Rd Suite 100 Delray Beach FL 33446 USA
† 561 498 2330 f 561 498 2305

QUOTE # 042325001

Customer Number : Highland Beach
Quote Date : 04/23/25
Estimated Start : TBD
Estimated Finish: TBD

Job Location: SR A1A CROSSWALKS
Job Number : 001
P.O. Number : QUOTE
Ordered By : P. Roman & Sergio
Written By : Maj
Salesperson : Maj

Job Site

Town of Highland Beach
SR A1A
(AS PER ATTACHED PLANS)

Customer

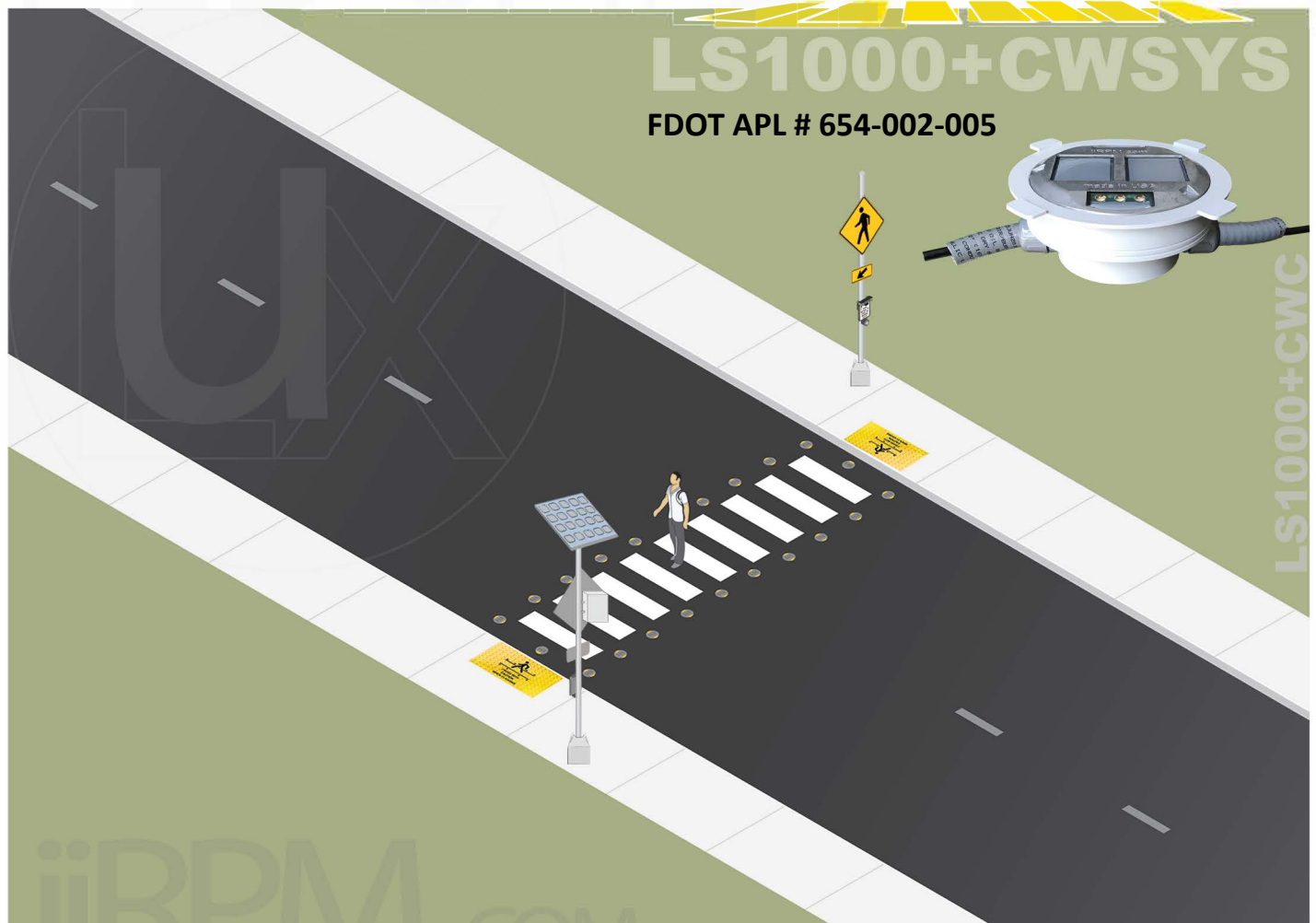
Pat Roman & Sergio Gonzalez
Town of Highland Beach
3616 S. Ocean Blvd Highland
Beach, FL 33487

<u>Quant</u>	<u>Equipment</u>	<u>Unit Cost</u>	<u>Amt.</u>
8	FURNISH & INSTALL IN-ROAD LIGHT SYSTEM (8 Locations) (Using Existing RRFB cabinets & Poles) FDOT APL 654-002-005	\$35,490.00	\$283,920.00

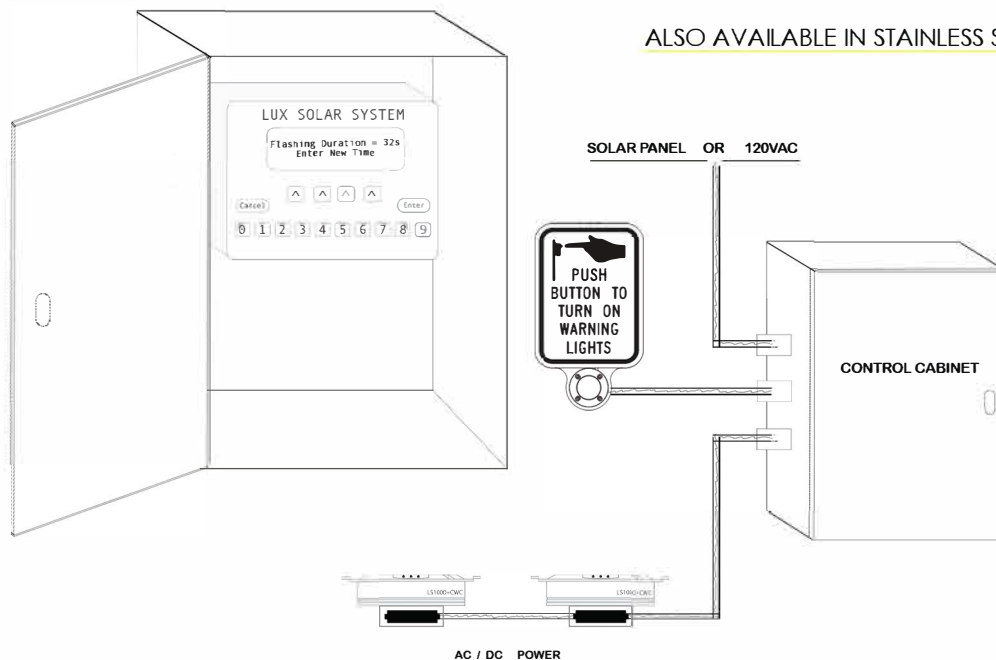
Estimated Total: \$283,920.00

MIDBLOCK PED CROSSWALK SYSTEM

AC/DC SOLAR POWER IN-ROAD WIRED LED LIGHTS SYSTEM



Pedestrian Activated AC/DC SOLAR Power In-Road Lights System



ALSO AVAILABLE IN STAINLESS STEEL TOP FOR SNOW PLOW AREAS

Attributes ::

- IP68 Certified
- NEMA TS2 Certified
- MUTCD Compliant
- FDOT Approved (iiRPM)
- FCC Approved
- Dark Sky Friendly
- Fish and Wildlife Approved
- Bicycle Friendly
- ADA Compliant (Less than 1/4 inch)
- One Mile Visibility
- Zero Maintenance
- 2 Year Warranty
- Highly Durable Housing (120K Lbs)
- Snow Plowable

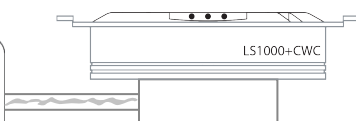
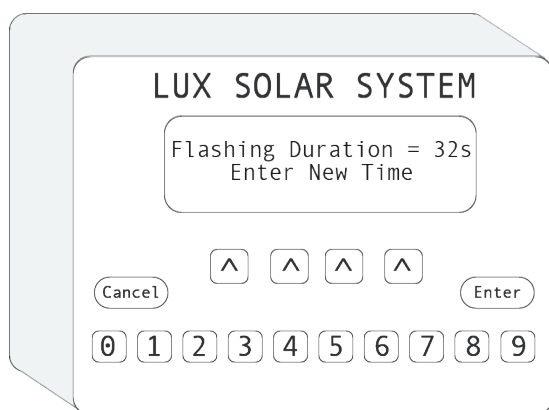
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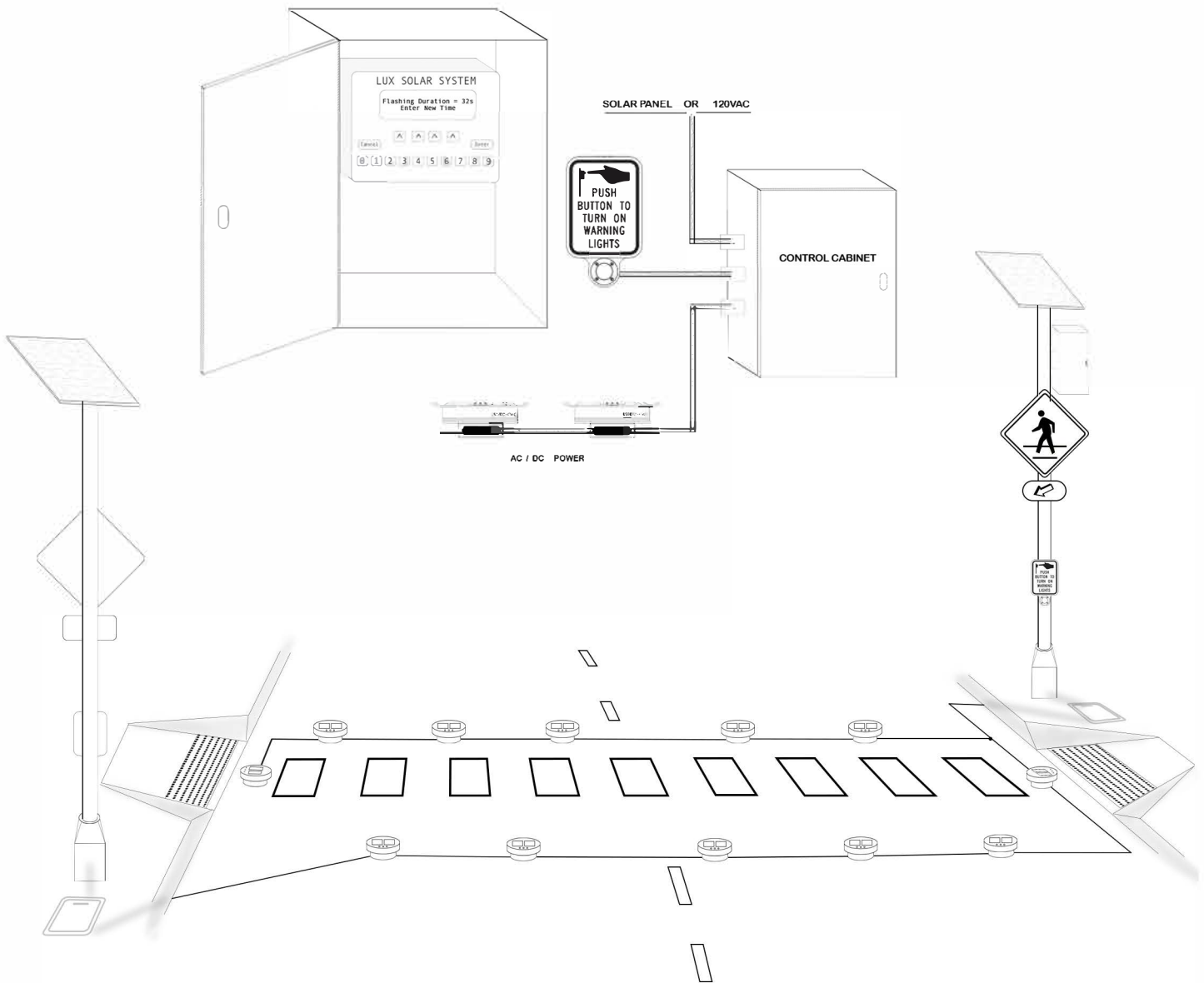
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WIRED AC/DC SOLAR POWER

PED CROSSWALK SYSTEM

LS1000+CWSYS



www.roadlight.com

File Attachments for Item:

E. Approve and authorize the Mayor to execute a contract with PaveConnect Logistics, LLC for milling and repaving of the existing shared walk path project in the amount of \$263,260.80, based on the OMNIA Partners Cooperative Purchasing Contract No. R220902. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #28-003.)



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE July 14, 2026

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: Execute Agreement via Piggyback
Shared Use Path Milling and Paving

SUMMARY:

On 6/29/2026, the Town received a \$375,000 State appropriation for the Pedestrian Safety Traffic Improvement Project, which consists of milling, repaving, and regrading the shared use path and installing in-ground lighting at all SR-A1A crosswalks. For the milling and repaving scope of the project, staff received a proposal from PaveConnect, who was sourced through OMNIA Partners contract #R220902, for \$263,260.80.

FISCAL IMPACT:

\$180,420 – State Appropriation

\$82,840.80 – Budgeted Funds

ATTACHMENTS:

Agreement

PaveConnect Proposal

RECOMMENDATION:

Execute agreement with PaveConnect to mill and repave the shared use path based on OMNIA Partners contract #R220902.

CONTRACT FOR MILLING AND PAVING

THIS CONTRACT ("Contract") is made this ____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation, with its principal address at 3614 South Ocean Boulevard, Highland Beach, Florida 33487 ("Town") and **PaveConnect Logistics, LLC d/b/a PaveConnect**, an Arkansas limited liability company, with its principal address at 44 Grant 65, Sheridan, Arkansas 72150 ("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 requires the services of a contractor to mill and repave the existing multi-use pathway within the State Road A1A right-of-way to a depth of two inches, cut the edges of the pavement to establish a clean joint, clean and prepare for new asphalt installation, and pave two inches of hot mix asphalt, compacting to finish ("Project"); and

WHEREAS, Contractor submitted a proposal for the Project based on pricing established in a national cooperative contract administered by the National Intergovernmental Purchasing Alliance Company, d/b/a OMNIA Partners, Public Sector, with the State of Texas Region 4 Education Service Center serving as the Principal Procurement Agency and executing Contract No. R220902 with Contractor for Exterior Surfacing Products, Services, and Paving Solutions; and

WHEREAS, the Town's Purchasing Policy and Procedures specifically authorize the direct acquisition of goods and services without utilizing a sealed competition method where the desired goods and services are the subject of an existing contract with a national cooperative agency provided that such contract was strictly based on competitive bidding; and

WHEREAS, Contractor warrants that it is experienced and capable of completing the Project in a professional and competent manner; and

WHEREAS, the Town determines that awarding this Contract to Contractor is in the best interests of the Town and its residents and 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. Recitals.

The foregoing recitals are ratified as true and are incorporated herein by reference.

Article 2. Contract.

- A. *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: (1) this Contract; (2) the OMNIA Partners, Public Sector, Contract No. R9220902, between the Region 4 Education Service Center and Contractor, including all terms, conditions, and specifications; (3) the Proposal submitted by

Contractor; and (4) 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: | OMNIA Partners Contract No. R220902 (Contract for Exterior Surfacing Products, Services, and Paving Solutions with the State of Texas Region 4 Education Service Center serving as Principal Purchasing Agency) ("OMNIA Contract") (attached hereto as Exhibit "A"). |
| Fourth Priority: | Contractor's Proposal (attached hereto as Exhibit "B") |

- B. *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 authority set forth in the Town's Purchasing Policy and Procedures).
- C. *Contract Price.* The Contract Price shall be **Two Hundred and Sixty-Three Thousand Two Hundred and Sixty Dollars and Eight Cents (\$263,260.80)** which shall be payable in accordance with Article 4 of this Contract.
- D. *Contract Term.* The term of this Contract shall commence upon the Town's issuance of a notice to proceed and shall remain in effect until Contractor completes all services within the scope of this Contract to the satisfaction of the Town, unless otherwise terminated in accordance with Article 8. Contractor agrees to complete the Project within **thirty (30) days** of the Town's issuance of a notice to proceed by the Contract Administrator. Failure to achieve timely completion of the Project shall be regarded as a breach of this Contract and subject Contractor to appropriate remedies, including but not limited to liability for liquidated damages, in accordance with Article 2.E below.
- E. *Liquidated Damages.* The Town and Contractor recognize that time is of the essence for this Contract, and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 2.D 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 \$500.00 for each day that expires after the time specified in Article 2.D. Furthermore, the Town and Contractor agree that: (1) liquidated damages shall not be the Town's sole or exclusive remedy under the Contract Documents; (2) there shall be no limitation on the amount of the liquidated damages that may be assessed; and (3) there shall be no bonus paid to Contractor for early completion of the services

Article 3. Scope of Work.

- A. The Scope of Work (or "Work") covered by this Contract consists of the furnishing of all labor, equipment, materials for the completion of the Project as set forth in the Contractor's proposal.
- B. Contractor represents to the Town that the services rendered in the Scope of Work shall be in accordance with accepted and established trade practices and procedures recognized in Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with this Contract.
- C. Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Contract. Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.
- D. The Scope of Work shall be performed by Contractor or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized, or permitted under the state and local law to perform such Scope of Work. All of Contractor's personnel (and all subcontractors) while on the Town's premises, shall comply with all Town requirements governing safety, conduct, and security.
- E. The Scope of Work shall be completed in accordance with the terms and conditions set forth in the Contract Documents.

Article 4. Payment Procedures.

- A. *Generally.* The Contractor shall submit invoices detailing all work accomplished 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

If approved by the Town's Contract Administrator and Finance Department, the Town will make payment in accordance with Section 218.735, Florida Statutes ("Local Government Prompt Payment Act"). 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.

- C. *Final Payment.* Upon final completion and acceptance of the Work in accordance with this

Contract (including all punch-list items) and final inspection Contractor shall submit a “final invoice” to the Town. In order for both parties to close their books and records, Contractor will clearly state “FINAL” on 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 Contractor. If Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder of the Contract Price including any amount held as retainage.

- D. The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempt from paying sales tax to its suppliers for materials used to fulfill its contractual obligations with the Town, nor is Contractor authorized to use the Town’s Tax Exemption Number in securing such materials.

Article 5. Subcontractors.

All subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the requirements set forth in Article 9 below.

Article 6. Contractor’s Representations.

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

- A. 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.
- B. Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the 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.
- C. 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.
- D. 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 7. Indemnification.

- A. 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.

- B. 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.
- C. 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 8. Termination.

- A. *Termination by the Town for Cause:* The Town may terminate the Contract and the Contract Documents if Contractor:
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers;
 - 3. disregards or acts contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - 4. takes action, short of declaring bankruptcy, evidencing insolvency;
 - 5. fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or
 - 6. is otherwise 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: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and (2) finish the Project 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 and engineering/architectural 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 court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

B. *Termination by the Town for Convenience:* The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:

1. cease operations as directed by the Town in the notice;
2. take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

Article 9. Insurance.

Prior to commencing the Scope of Work, Contractor shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Contractor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the Town has been provided to, and approved by, the Town. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, Contractor shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The required insurance is as follows:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the Town as an additional insured.

Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Town may immediately terminate or suspend this Contract. In

the event of any termination or suspension, the Town may use the services of another contractor without the Town incurring any liability to Contractor.

Article 10. 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 11. Payment and Performance Bond.

As required by Section 255.05(1), Florida Statutes, Contractor shall record in the public records a statutory payment and performance bond prior to commencing the work.

Article 12. Florida Trench Safety Certification.

- A. If applicable, Contractor acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et seq., Florida Statutes) and further acknowledges that the Act establishes the

federal excavation safety standards set forth 29 C.F.R. Section 1926.650 Subpart P as the state standard.

- B. Contractor shall comply with all applicable excavation/trench safety standards and shall consider the geotechnical data available from the Town, if any, Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the Project. Contractor acknowledges sole responsibility for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- C. Contractor certifies that the amounts Contractor has proposed for completion of the Project includes all applicable excavation/trench safety measures and prior to commencing work, shall disclose to the Town the applicable excavation/trench safety measures, if any, as well as the units, costs, and unit values.

Article 13. Miscellaneous Provisions.

- A. *Successors and Assigns.* 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.
- B. *Changes to Work, Price, or Time.* 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.
- C. *Headings, 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.
- D. *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 the same instrument.
- E. *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.

- F. *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. Neither party shall be required to mediate prior to filing suit.
- G. *Third Party Beneficiaries.* This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- H. *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.
- I. *Effective Date.* The effective date of this Contract is the date the Contract is approved by the Town Commission.
- J. *Preparation.* This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- K. *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.
- L. *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, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court awarded costs (including, without limitation all such costs, fees, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. 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
- M. *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.

N. *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.

O. *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:

PaveConnect Logistics, LLC d/b/a PaveConnect
Attn: Vice President of Operations
44 Grant 65
Sheridan, AR 72150

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

P. *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.

Q. *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.

R. *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 No. 2011-009 and is aware of its rights and/or obligations under such ordinance.

- S. *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. Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List 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 Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.
- T. *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 of its 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.
- U. *Warranty; 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).
- V. *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.

W. *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.

X. *E-Verify*. Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. 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;"
3. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
5. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ON NEXT PAGE]

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

TOWN OF HIGHLAND BEACH,
a Florida municipal corporation

By: _____
Natasha Moore, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin
Town Attorney

CONTRACTOR

PAVECONNECT LOGISTICS, LLC,
an Arkansas limited liability company.

By: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who was physically present, as _____, of PaveConnect Logistics, LLC, which is authorized to do business in the State of Florida, and who is ☐ personally known to me or ☐ has produced _____ 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 Insituform Technologies, LLC, to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBITS

EXHIBIT “A”

OMNIA Partners Contract No. R220902 (Contract for Exterior Surfacing Products, Services, and Paving Solutions with the State of Texas Region 4 Education Service Center serving as Principal Purchasing Agency)

EXHIBIT “B”

Contractor’s Proposal to the Town dated December 29, 2025



PaveConnect

NATIONAL PAVING SERVICES

Customer Name: Town of Highland Beach

Contact Name: Skender Coma

Project Name: Highland Beach Walking Trail Project

Project Address: 3614 South Ocean Boulevard

City: Highland Beach State: FL Zip: 33487

Project #: _____ Contract # / CPN #: OMNIA - R220902

Project Type: 2" Mill & Pave

Submittal Date: 12-29-2025

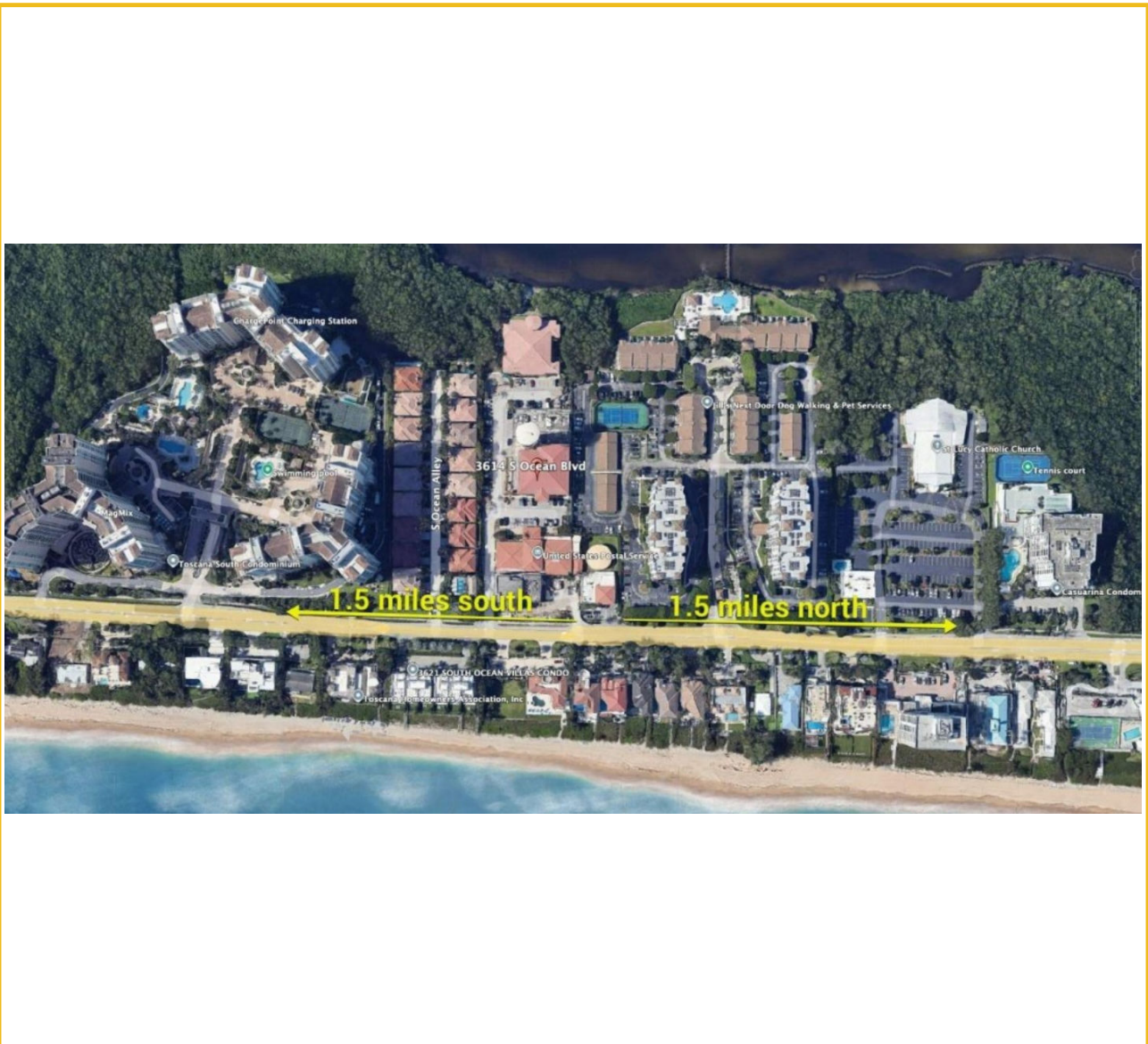
Sales Manager Name: Adam Weary

Sales Manager Phone: 901-820-6204

Sales Manager Email: Adam.Weary@RoofConnect.com

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

OVERVIEW



SCOPE OF WORK

» Base Bid:

Walking Path Repair

- Mill the existing walking trail to a 2" depth.
- Cut the edges of the pavement to establish a clean joint.
- Clean and prep for new asphalt installation.
- Pave 2" of hot mix asphalt, compacting to finish.

» Safety and Project Preparation:

All safety and project preparation to be discussed in required pre-construction meeting.

Does not include repair of any underground utilities.

» Miscellaneous:

If additional mobilizations are required due to site not being ready on the scheduled date, additional charges will incur.

Pricing subject to change if full scope of work is not approved.

Repairs may necessitate permits. The need for permits will be confirmed upon approval of the proposal. Please note that any associated permitting costs and fees will be charged additionally.

Additional quantities, mobilizations, issues with the existing base, or revisions requested that are outside of the specified scope may incur additional costs to be addressed using a change order.

SCOPE OF WORK

	Description	Quantity	Units	Cost	Total Cost
1.	2" Mill and Pave	95040	SF	2.77	263260.8
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0
11.					0
12.					0
13.					0
14.					0
15.					0
16.					0
17.					0
18.					0
19.					0
20.					0
Total :					263260.8
Taxes & Fees* :					0.
Base Bid Total :					263260.8

**All applicable taxes included. See all terms, conditions, & exclusions.*


 Base Bid Total: 263260.8

PAYMENT TERMS

Schedule or Reimbursement

_____	due upon delivery of materials
100% _____	due upon substantial completion of project
_____	due upon acceptance and issuance of warranty

Notes: The above work including tax, insurance, warranties, hosting, and all safety equipment are included in this proposal.

Exclusions:

Permit Fees

ACCEPTANCE OF TERMS


 As authorized representative of Town of Highland Beach, I hereby accept the proposal, summarized as follows:

Proposed Item	Price	Accept
Base Bid	263260.8	☐
		☐
		☐
		☐
		☐
		☐
		☐

Accepted By:

Name: _____

Signature: _____

Approval Date: _____

Approved Contract Amount: _____

Purchase Order Number: _____

PROJECT AGREEMENT TERMS AND CONDITIONS

1. This proposal is not an offer to enter into a contract but, instead, is submitted for Customer's information and consideration with the understanding that it must be approved by PaveConnect after its acceptance by Customer and is not binding upon PaveConnect until so approved in writing.
2. Customer's acceptance of this proposal constitutes Customer's acceptance of these Terms and Conditions. Any additional or different terms or conditions set forth in Customer's purchase order or in any other agreement between Customer and PaveConnect are hereby rejected by PaveConnect and shall not be binding or effective unless assented to in writing by an authorized representative of PaveConnect. If there is a conflict between the provisions in these Terms and Conditions and any other agreement between Customer and PaveConnect, then Customer agrees that these Terms and Conditions will control and supersede the provisions of any other agreement between the parties. Any order or any statement of intent to proceed or any direction to proceed with installation or acceptance of this proposal or payment in full or partial payment for any of the work or equipment furnished shall constitute Customer's acceptance of the terms and conditions of this proposal.
3. Customer will promptly pay PaveConnect's invoices upon receipt. Any invoice will be considered delinquent after 30 days, unless specified in a previous agreement or contract. If Customer fails to timely pay any of PaveConnect's invoices, PaveConnect may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In addition, PaveConnect reserves the right to file a lien for unpaid invoices or exercise any other legal remedies available to PaveConnect. Any invoices that are not timely paid will accrue interest at the rate set forth in any applicable prompt payment statute under the laws of the State where the Project is located. Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to collect payment under this Agreement. In addition, in the event of a dispute between the parties, Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to prosecute or defend against any claims arising out of or related to PaveConnect's performance of this Agreement whether asserted by Customer or any other person or entity.
4. Customer acknowledges that PaveConnect is not an insurance adjuster. PaveConnect can note legally negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to PaveConnect for the work and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.
5. If PaveConnect knowingly encounters asbestos or other hazardous substances on the site, PaveConnect will stop work and report the condition to the Customer or Owner. PaveConnect will not be required to resume work in the affected area until the asbestos or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat. Customer agrees to indemnify, hold harmless, and defend PaveConnect against any claims, damages, or causes of action arising out of asbestos or other hazardous substances on the site.
6. Any work scheduled dates given in advance are estimated. Work will be subject to prior orders with PaveConnect. PaveConnect shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond PaveConnect's reasonable control. PaveConnect shall be entitled to an extension of time for performance of its work for any delays that are the result of anything other than the negligence or wrongful misconduct of PaveConnect.

PROJECT AGREEMENT TERMS AND CONDITIONS

7. All skilled or common labor that may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to indemnify, hold harmless, and defend PaveConnect against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

8. No oral representations are binding upon PaveConnect unless reduced to writing and signed by authorized representatives of both PaveConnect and the Customer. All changes to this Agreement, or to the materials or equipment being provided under this Agreement, must be in writing.

9. Indemnity. PaveConnect and Customer agree to indemnify and to hold each other, including their officers, agents, directory and employees, harmless from all liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind resulting from the negligence or wrongful conduct or breach of this Agreement by the indemnifying party or its employees, contractors or agents, including, without limitation, liabilities, costs, claims, demands, or suits for personal injury or property damage. This indemnity only requires the indemnifying to indemnify the other party to the extent that such liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind are the result of the indemnifying party's negligence, wrongful conduct or breach of this Agreement.

10. Limitation of Liability. Customer agrees that PaveConnect's liability for any damages arising out of this Agreement shall be limited to the lesser of: (i) the total costs of PaveConnect's labor and materials; or (ii) twenty-five thousand dollars (\$25,000.00). This limitation of liability applies to all claims that arise out of PaveConnect's performance of the work under this Agreement, including, without limitation, claims for loss or damage arising out of this Agreement or from the performance or breach thereof, or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds. PaveConnect shall not, in any circumstance, including, but not limited to, breach of contract, warranty, tort (including negligence) or other grounds be liable for special, consequential; incidental; delay (including liquidated damages), exemplary, or punitive damages including, but not limited to, damages for lost profits, lost revenues, business interruption, loss of the product or any associated product, cost of capital, cost of substitute products, cost of substitute facilities or services, delay damages (including liquidated damages), downtime costs, home office overhead, extended general conditions costs, or claims of the Customer for such damages. If PaveConnect furnishes Customer with advice or other assistance that concerns any labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of any such equipment, goods, or material may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject PaveConnect to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

11. PaveConnect is not responsible for any property damage, including damage to landscaping, except to the extent such damage is caused by the negligence or wrongful conduct of PaveConnect and is not covered by any insurance policy insuring the Project or the Work. PaveConnect shall have no liability to pay for any deductibles related to any insurance policy.

12. Customer shall ensure that there is a place at the site where PaveConnect can safely store all materials or equipment that will be included in PaveConnect's work. Customer accepts full responsibility and any damages to PaveConnect's stored materials or equipment. Customer shall provide all trash dumpsters for PaveConnect's use on the Project, unless otherwise specified and agreed upon by PaveConnect and Customer or Owner.

PROJECT AGREEMENT TERMS AND CONDITIONS

13. PaveConnect's proposal assumes that the site will be available and accessible to PaveConnect during normal business hours, unless stated otherwise in the agreed upon scope of work. If this assumption is incorrect, then PaveConnect shall be entitled to a change order for any increased costs incurred by PaveConnect due to different working hours.

14. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

15. Arbitration. Any and all disputes arising out of this Agreement shall be decided by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The location for the arbitration hearing shall be in Dallas, Texas. Customer agrees to the joinder of any third parties in the arbitration at the request of PaveConnect.

TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AND PAVECONNECT SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL.

16. Exclusions. The following items, unless specifically included in PaveConnect's agreed to scope of work, are excluded from PaveConnect's proposal and are not included in this Agreement:

- Bonds of any kind
- Costs for permits or third-party inspections
- Overtime, after-hours work, or work on any legally recognized holiday
- Provisions for LEED Certification or any other type of green building certification
- Painting or repair of any damaged property, including landscaping
- Labor or materials not specifically identified in PaveConnect's proposal
- Asbestos abatement or abatement of any other hazardous material
- Security services